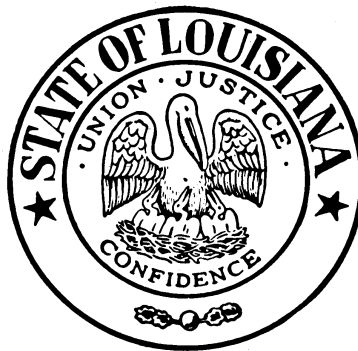


REQUEST FOR PROPOSAL

REPLACEMENT OF STORAGE AREA NETWORK

Data Migration/Consultation/Training

Louisiana Department of Insurance



July 22, 2010

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REQUEST FOR PROPOSAL

FOR

**REPLACEMENT OF STORAGE AREA NETWORK
Data Migration/Consultation/Training**

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

(REV. 8/07)

1.1 Background

The Louisiana Department of Insurance (LDI) desires to replace its current Storage Area Network (SAN) with an iSCSI/fiber solution that would give the department the same storage space at a lower initial cost. The SAN units are being replaced and referenced in the Department's CB-8.

1.1.1 Purpose

LDI has been notified that the current SAN will reach its end of service life in March 2011 and with rising maintenance expenses against the units combined with the lack of support for the operating system, the department believes that investment in the newer and more data compact systems would be of greater value.

1.1.2 Goals and Objectives

The department anticipates that the maintenance expense for a single year on the units will be on par with the acquisition of a single unit. Since the Department is moving away from a Fiber environment into an iSCSI/fiber platform; consultation, data migration and verification, and training on the new system is of importance. Since most of the migration will be over weekends and a holiday if possible, to prevent down time for the Department's staff, additional resources should be allocated to cover the 24 hour day requirements of our regulation and the movement of data from the old SAN to the new SAN over the weekend and holiday. Training will be on site to train staff and prevent the majority of the IT staff from being out of state at the same time or out of the physical location of the Poydras Building as the Department transitions the SAN units.

Please see Attachment 1 for the complete detailed listing of the functions and objectives that have been identified, but additional objectives can be added and presented to the Department in the contractor's scope document after the contract is awarded and the contractor interviews the staff involved in the activity.

1.2 Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must - The term “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – the term “should” denotes desirable
- E. Contractor – Any person having a contract with a governmental body.
- F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- G. State- The State of Louisiana.
- H. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- I. LDI- The Louisiana Department of Insurance.

1.3 Calendar of Events

<u>Event</u>	<u>Date</u>
Advertise RFP, Post in LAPAC and mail public announcements	July 22, 2010
Pre-Bid Conference – Poydras Hearing Room 1702 N. Third St. Baton Rouge LA 70802 10 a.m. CDT	July 28, 2010
Deadline for receiving proposer inquiries	August 2, 2010
Issue responses to proposer inquiries	August 5, 2010
Proposal submission deadline	August 23, 2010

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

1.4 Proposal Submittal

Proposals must be received on or before 4:00 p.m. Central Time on the date specified in the Calendar of Events. Proposers mailing its proposals should allow sufficient mail delivery time to

ensure receipt of its proposal by the time specified. The proposal package must be addressed and delivered at the proposer's expense to:

Cathy Cutrer, Administrative Program Manager 2
RESPONSE TO RFP
Louisiana Department of Insurance
Office of Management and Finance

Mailing Address: P.O. Box 94214
Baton Rouge, LA 70804-9214

For courier delivery, the street address is 1702 North 3rd Street, Baton Rouge, LA 70802 *and* the telephone number is 225-342-2484. For hand delivery, the package must be clearly addressed to Ms. Cutrer and indicate "RESPONSE TO RFP" on the package. The person may ask for validation that the package was received within the specified time. It is solely the responsibility of each proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposal submissions which, for any reason, are not received timely will not be considered.

1.5 Proposal Response Format

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

- A. **Cover Letter**: The cover letter should exhibit The Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

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

The cover letter should also

- o Identify the submitting Proposer;
- o Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- o Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents**: Organized in the order cited in the format contained herein.

C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, demonstrated volume of merchants, etc.

- Minimum contractor qualifications – you must indicate in a separate spreadsheet the qualifications of each programmer or database administrator meeting these requirements:
- Each proposed member of the installation, configuration, and consultation team should be proficient in the operation and maintenance of their system and be certified by the vendor in the system, if such designation exists.
- Contractor's personnel must adhere to LDI's Internet and E-mail Usage Policy (PM-19).

D. **Proposed Solution/Technical Response:**

Proposer should submit a proposal as specified in Attachment II which shall include enough information to satisfy evaluators that the Proposer has the appropriate experience, and qualifications to perform the scope of services as described herein. Proposer should respond to all areas requested.

E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.

F. **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and full statewide or agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.

G. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. 8 additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6) and 8 CDs or DVDs containing a PDF version of the proposal.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL."

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OCR personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified

proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit a redacted copy of the proposal, it is assumed your proposal contains no confidential information. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed."

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

Pre-proposal conference will be held on date indicated in section 1.3. Only proposals from vendors that attend the pre-bid conference will be accepted.

1.7.2 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (Section 1.3). Initial inquiries shall not be entertained thereafter.

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

* Note: LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website [www.doa.Louisiana.gov/osp] and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of its respective dates of posting.

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

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the state. Answers to all questions and any other changes or clarifications to the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Louisiana Department of Insurance
Attention: Ray Trogolo
P. O. Box 94214
Baton Rouge, LA 70804-9214
E-Mail: rtrogolo@ldi.la.gov

1702 North Third St.
Poydras Building
Baton Rouge, LA 70802

1.8 Errors and Omissions in Proposal

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

1.9 Proposal Guarantee (if required)

Not Required for this RFP.

1.10 Performance Bond

The successful proposer shall be required to provide within 10 days of the approval of the Office of Contractual Review, a performance (surety) bond equal to ten percent (10%) of the contracted price to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is authorized to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

1.11 Changes, Addenda, Withdrawals

The State reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.12 Withdrawal of Proposal

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

1.13 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

1.14 Waiver of Administrative Informalities

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

1.15 Proposal Rejection

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 any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so.

1.16 Ownership of Proposal

All materials submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to proposers. Any copyrighted materials in the response are not transferred to the State.

1.17 Cost of Offer Preparation

The State is not liable for any costs incurred by prospective Proposers or Contractors 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 the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.19 Taxes

Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.

1.20 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.21 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the State urges the prime contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

1.24 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.25 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the Department's Evaluation Committee for the purpose of selecting the Proposer with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Commissioner of Insurance for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the State. The committee will use consensus scoring to determine the final score.

1.26 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements.

1.27 Contract Award and Execution

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

The RFP, including any addenda and the proposal of the selected Contractor will become part of any contract initiated by the State.

Proposers are discouraged from submitting its own standard terms and conditions with its proposals. Proposers should address the specific language in the sample contract and submit any exceptions or deviations the proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

1.28 Notice of Intent to Award

Upon agency's recommendation for award, LDI will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

LDI will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors and points awarded to each proposer will be sent to all interested parties after the "Notice of Intent to Award" letter has been issued.

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Letter of Regret" has been issued by scheduling an appointment with the Department of Insurance. Contact may be made by phone at (225) 342-1004 or E-mail to rtrogolo@ldi.la.gov. No debriefing can be scheduled during the protest period.

1.30 Insurance Requirements

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required. See, Appendix A, Attachment V. 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 State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time.

1.31 Subcontractor Insurance

The Contractor shall include all subcontractors as insured under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

1.32 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 this 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 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 in the performance of the contract, 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.

Contractor shall indemnify, defend and hold the State 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 Services 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 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) State's unauthorized modification or alteration of a Service; ii) State's use of the Service in combination with other services not furnished by Contractor; iii) State'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 state'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 for services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein 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 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.

1.33 Fidelity Bond Requirements

Not Required for this RFP.

1.34 Payment for Services

Each individual agency shall pay Contractor in accordance with the Pricing Schedule set forth in cost summary of the proposal. The Contractor will invoice the agency monthly at the billing address designated by the agency. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the State Project Manager, Mr. Raymond Trogolo. Invoices shall include the contract and order number, using department, and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.35 Termination

1.35.1 TERMINATION OF THIS AGREEMENT FOR CAUSE

State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, 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 corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The 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 agreement, 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.

1.35.2 TERMINATION OF THIS AGREEMENT FOR CONVENIENCE

The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

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

1.35.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.36 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Commissioner of Administration.

1.37 No Guarantee of Quantities

Not Applicable for this RFP.

1.38 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Department of Insurance, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

1.40 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

1.41 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of this contract.

1.42 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of OCR.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.44 Substitution of Personnel

The State intends to include in any contract resulting from this RFP the following condition: Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to LDI for approval prior to any personnel substitution by the State Project Manager, Mr. Raymond Trogolo. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.45 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1481 et seq; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

1.46 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, L.R.S. 39:1524-1526.

1.47 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that its 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 <http://www.epls.gov>

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

Attachment I detail the scope of services and deliverables or desired results that the State requires of the Contractor.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on August 30, 2010 and end on June 30, 2011.

2.3 Price Schedule

Prices proposed by the proposers should be submitted in the price format furnished herein on Attachment II Section 5 of the Request for Proposal. Prices submitted shall be firm for the term of the contract.

2.4 Deliverables

The contractor will present an invoice at month's end reflecting the hours worked by each contractor's personnel by date and identification number of the work assignments not involving the installation of the SAN Units. Hours not attached to a work assignment should be documented as to the purpose of the work. The work sheets may be submitted electronically to the State Project Manager, Mr. Raymond Trogolo or his designee.

Any work assignment that requires documentation for the procedure to be used to complete the work by other personnel in the future should be placed in the shared folders indicated by the IT staff.

Acceptance of Deliverables

1. *General.* Except where the Contract provides different criteria, work will be accepted if it has been performed in accordance with the applicable task completion criteria specified in the Statement of Work.

2. *Submittal and Review.* Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, LDI will review the Deliverable within 10 business days after the Deliverable is presented to the LDI Project Manager and feedback will be given to the contractor. Invoices and work sheets will be promptly reviewed by the Contract Supervisor and if acceptable, approved and submitted for payment. Any discrepancies will be communicated back to the contractor when discovered to resolve the problem.

3. *Notification of Acceptance or Rejection.* If LDI disapproves a Deliverable, LDI 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. The payment by the LDI for completed tasks is contingent upon correction of all such deficiencies and acceptance by LDI. Electronic notification to the contractor or the onsite staff will suffice for written communication.

2.5 Location

It is expected that the project work will be performed onsite at the Poydras Building, 1702 North Third Street, Baton Rouge, LA 70802. Office furniture and required equipment for the Contractor will be provided by LDI, if available. The Contractor and contract personnel will report to, and take direction from, the LDI Project Manager and/or designee(s).

2.6 Proposal Elements

2.6.1 Financial

Proposal shall include prices per the schedule furnished in an attachment to the proposal as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the State to consider. Pricing shall be presented by technical type of staff, the number of expected hours, and the price per hour of the type. A total cost for the project shall be presented. An aggregate hourly rate can be presented if the Contractor staff person will be providing a different skill set for the project. See Appendix V for an example of the attachment to the proposal.

2.6.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Plans and schedule for the project.
- Plans for staffing to meet the requirement of the project.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any. **Qualifications described in 1.5.C placed in spreadsheet to indicate the staff that meets these qualifications shall be presented.**
- References for similar or larger scope services or projects provided by the Contractor (or sub-contractor. Include a contact person and telephone number for each reference, beginning and end date of the project or services provided and the operating system, database, programming or web language used for the project, if applicable.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).

- Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider. A different section of the proposal shall be used to differentiate each of the above bullets.

PART III EVALUATION

The following criteria will be evaluated when reviewing the proposals. The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred. Scoring will be on a consensual basis with the evaluation committee presenting a single point score for the technical evaluation.

The scores for the Financial and Technical Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Financial Proposal (Value of 75 pts.)

The following financial criteria will be evaluated:

Prices proposed by the Proposers should be submitted on the price schedule furnished in Cost Summary of the proposal. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

A proposer's base cost score will be based on the cost information provided in Cost Summary of the proposal.

$$BCS = (LPC/PC \times 75)$$

Where: BCS = Computed cost score (points) for proposer being evaluated
 LPC = Lowest proposed cost of all proposers
 PC = Total cost of proposer being evaluated

Note: The proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be paid by the agency. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel for the contract will be subject to prior approval by the Commissioner of Insurance or his/her designee.

3.2 Technical Proposal (Value of 25 Points)

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include:

- **Company Background and Experience**
- **Service and Support Requirements**
- **Approach and Methodology**
- **Implementation/Orientation Plan**
- **Risk Factor**
- **Minimum of Qualifications in 1.5.C**
- **Staff and hours provided by each technical type of staff**

3.3 Hudson Initiative (Value up to 10 Points)

This procurement has been designated as suitable for Louisiana certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state.

A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (**LaVet**) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Proposers are encouraged to use Veteran and Hudson Initiative small entrepreneurship where sub-contracting opportunities exist. Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who have made a good faith effort to substantially (40% or more of the total contract cost) use one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors. Proposers will receive the ten (10) percent allowance regardless of the fact that the additional allowance could bring its total to over 100 points (allowance point will be rounded off to the nearest whole integer). Proposers will not receive additional points if both criteria are met; only ten percent (10%) will be added to the proposal. The highest scored proposer will be recommended for selection to the Commissioner of Insurance.

Proposers that plan to use certified small entrepreneurship should include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract. A breakdown of the hours and amount of the contract should be provided for each LaVet and SE subcontractor as per section 2.6.1

Proposers that plan to use certified small entrepreneurship should provide documentation to demonstrate their subcontracting in order to receive any reserved points. Documentation

should be in the form of an agreement between the contractor and the LaVet or SE subcontractor.

In the event questions arise after an award is made relative to the proposer's good faith efforts, the proposer will be required to provide supporting documentation to demonstrate its subcontracting plan is being followed. If it is at any time determined that the contractor is not in fact performing its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. Copies of the LaVet or SE certification must be presented within the proposal.

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

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

PART IV PERFORMANCE STANDARDS

4.1 Performance Requirements

Contractor must be available for the core working hours of LDI. These hours are defined as Monday through Friday from 9 a.m. to 4 p.m. The department is closed on certain holidays and the contractor should not expect to have the LDI staff available during these times unless the staff person is contacted in advance, the person's supervisor is notified and agrees, the Contract Supervisor is notified and agrees. In the case of a natural or man-made disaster, the contractor and Contract Supervisor will communicate to determine the level of service that is required from the contractor in this period and if the Poydras Building is not available, the contractor's staff will be able to work from a location that is agreeable to both parties.

4.2 Performance Measurement/Evaluation

Performance evaluation will be based upon the Contractor meeting the planned schedule of completion of the project as presented in its proposal in a timely manner as determined by the State Project Manager, Mr. Raymond Trogolo or his designee.

Time lines may be adjusted and presented on a monthly basis to The State Project Manager and/or his designee(s) with explanation of any major deviation from the proposal timeline.

The contractor will be required to submit Quality Assurance reports based on periodic and formal QA sessions with the staff involved in the project.

The contractor will present required documentation and deliverables in a timely fashion to meet requirement dictated by the Louisiana Department of Insurance's Software Development Standards.

The contractor will follow the requirements of the department's Software Development Standards and discuss and present any changes that are required to aid the development or implementation of the project.

The contractor will present the required documentation including source code including all relevant components, drivers, dynamic link library code, etc. that is used in the final build of the application.

Attachment I

SCOPE OF SERVICES

FUNCTIONAL AND TECHNICAL REQUIREMENTS

1. Overview

LDI has been notified that the current SAN will reach its end of service life in March 2011 and with rising maintenance expenses against the units combined with the lack of support for the operating system, the department believes that investment in the newer and more data compact systems would be of greater value than the cost of maintenance on the present system.

2. Tasks and Services**A. Provide bid for equipment**

- The system should be a Compellent SAN or equivalent. The specifications for the equipment bid are below:

Item	Model #	Quantity
QuickStart 3Gb SAS Base Bundle - Series 30	QS30-BASE-SAS	2
Storage Controller Express, Base Model (SAS Series)		2
SC, Assy, Write Cache Express(CHA2) w/ Z-Track		2
SC, Flash Adapter Tray		2
IO, SAS, 3 Gb, 4 Wide-ports, Std-pro, PCI-E		2
Compellent Enclosure, SAS, 3 Gb, 3.5", 12-bay		2
Cabling, SAS, 2-meter		4
Quickstart SAS Bundle Software	QS30-BASE-SAS-SW	2
SW, Storage Center Core Base License		2
SW, Dynamic Capacity Base License		2
SW, Data Instant Replay Base License		2
SW, Enterprise Manager Foundation License, Unlimited		2
SW, Enterprise Manager Reporter License, Unlimited		2
QuickStart SAS Controller Upgrade, Series 30	QS30-SASDUAL-UPR	2
Storage Controller Express, Base Model (SAS Series)		2
SC, Assy, Write Cache Express(CHA2) w/ Z-Track		2
SC, Flash Adapter Tray		2
IO, SAS, 3 Gb, 4 Wide-ports, Std-pro, PCI-E		2
Cabling, SAS, 2-meter		4

QuickStart SAS Clustered Software	QS30-SASDUAL-UPR-SW	2
SW, Dynamic Controllers Base License		2
Hardware & Drives		
1TB, SAS, 3Gb, 7K ES2 HDD	DS-SAS3-35-1000X7K2	48
450GB, SAS, 3Gb, 15K6 HDD	DS-SAS3-35-450X15K6	24
Compellent Enclosure, SAS, 3 Gb, 3.5", 12-bay	EN-SAS3-1235	4
IO, FC, 4Gb, 4 port, Std Profile, PCI-E	IO-F4X4S-E	4
IO, iSCSI, 1Gb, 2 port, Std Profile, PCI-X	IO-I1X2S-X	4
Software		
SW, Data Progression Base License	SW-DAPR-BASE	2
SW, Data Progression Expansion License	SW-DAPR-EXP	6
SW, Dynamic Controllers Expansion License	SW-DCNT-EXP	6
SW, Data Instant Replay Expansion License	SW-DIRP-EXP	6
SW, Dynamic Capacity Expansion License	SW-DYNC-EXP	6
SW, FastTrack Base License	SW-FAST-BASE	2
SW, FastTrack Expansion License	SW-FAST-EXP	6
SW, Remote Instant Replay Base License	SW-RIRA-BASE	2
SW, Remote Instant Replay Expansion License	SW-RIRA-EXP	6
SW, Storage Center Core Expansion License	SW-SCOS-EXP	6
SW, Virtual Ports Base License	SW-VIRP-BASE	2
SW, Virtual Ports Expansion License	SW-VIRP-EXP	6

B. Features

Hardware Environment

1. Hardware must be designed as a highly scalable system that can grow from one to hundreds of terabytes on a single hardware platform.
2. Hardware must be able to expand capacity or connectivity online without impacting system availability.
3. Hardware enclosures must utilize SBOD (Switched Bunch of Disks) technology to accelerate performance and reduce latency of disk transactions.
4. Hardware must allow simultaneous use of multiple interface types from the hosts. Must be able to simultaneously accept Fiber Channel or iSCSI connections.
5. Hardware must not restrict a drive set based on capacity, speed or interface, or limit expansion to fixed increments. Must be able to mix Fiber Channel and SATA in the same grouping of disks.

6. Selected Fiber Channel disks must have sufficient speed for critical SQL and Mail operations.
7. Hardware must have clustered controllers without sharing a backplane.
8. Hardware must have clustered controllers configured as active/active for maximum redundancy.
9. Controllers must be at least 8GBps speed or faster.
10. Hardware must include, as a standard feature, software to cluster multi-path failover.
11. Hardware must allow for non-disruptive software upgrades.
12. All necessary optical cables to be provided by vendor.

Software Environment

13. Software must allow for block level data progression within a LUN.
14. Software must provide for automated tiered storage where stagnant data is automatically classified and migrated to lower cost disks.
15. Software does not need additional licensing to perform automated data progression to tiered storage.
16. Software must provide for thin provisioning where physical disk space is only consumed as data is written and not pre-allocated to groupings of disks until needed. The larger the grouping of disks, the longer the time needed for capacity expansions.
17. Software must provide an Instant Replay function in effect creating a point in time snapshot for fast recovery.
18. Software will allow a connected host to boot from SAN without having to purchase additional licensing.
19. Software must include native integrated remote replication between primary and remote Compellent Storage Center.
20. Software must allow technicians to monitor and initiate replication from a single graphical user interface.
21. Software must allow technicians to manage multiple Storage Center Systems at different locations from a single graphical user interface.
22. Software allows each LUN to be set to, "Simulate Replication" for calculating the size of replication traffic to disaster recovery site.
23. Software must include Dynamic Capacity expansion where automated allocation of pre-selected groupings of disks occurs when pre-configured thresholds are met.
24. Software does not need additional licensing to add servers to SAN.
25. Software provides native reporting for capacity planning and performance optimization.

C. Specifications

- Hardware enclosures must utilize SBOD (Switched Bunch of Disks) technology to accelerate performance and reduce latency of disk transactions.
- The system must provide for thin provisioning where physical disk space is only consumed as data is written and not pre-allocated to groupings of disks until needed.
- The system must provide native reporting for capacity planning and performance optimization.
- Hardware must allow for non-disruptive software upgrades.
- The system should have power supplies that are compatible with both 110 and 208 volt power.
- As delivered the system should require no more than 15U of standard rack space.
- Web-based administration console must be included.
- System should be fully expandable to minimum 380 TB, using hard drive options currently available on the market. Must be able to expand capacity without impacting system availability.

D. Delivery and Installation

- Delivery, assembly and installation of the new system must be completed within 30 days of the awarding of the bid. However, we request that delivery, assembly, installation and setup be completed within 14 days of the awarding of the bid.
- Delivery of all equipment must be FOB inside delivery to the loading dock of the Poydras Building.
- The successful bidder is responsible for all costs associated with shipping, handling, unpacking, and installation of the equipment.
- Assembly, installation and setup to be performed by manufacturer's certified technicians in the presence of LDI's representative(s).

E. Testing

- We request that testing be completed within 14 days of the awarding of the bid.
- Testing to be performed by manufacturer's certified technicians in the presence of LDI's representative(s).

F. Training

- We request that basic training be completed within 14 days of the awarding of the bid.
- Training to be performed by manufacturer's certified technicians in the presence of LDI's representative(s).
- Once the new System passes testing, the manufacturer's representative will provide basic on-site training of LDI's representative(s).

G. Data Migration

- The Department's IT staff will work with the winning bidder on a schedule for the migration of the data to the new platform.

3. Functional Requirements

The Contractor will provide consulting, analysis, and programming services for changes to the above systems as mandated by legislation and/or regulation.

1. Executive Summary

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

2. Corporate Background and Experience

The response should include the ability of the firm to meet the objective of this project, especially the time constraints, and on the quality, relevance and recent similar projects completed by the firm. The response should contain information to determine that adequate financial resources are available.

The proposer should clearly document specific examples where the firm has completed projects that involve similar complex operation. This section should include information to satisfy 3.2 of the Request for Proposal.

3. Proposed Project Staff

The written proposal must specify key individuals who will be on the project team and indicate their necessary skills, experience and meeting the minimum requirements of 1.5.C. An emphasis will be placed on the qualifications of the proposer's Project Manager and the availability of the Project Manager to oversee daily operations. The proposal should include education and experience, with particular reference to analyzing complex organizational and informational needs and determine the best way to meet these needs; and with performing strategic planning and feasibility studies for streamlining and revising the operations of regulatory or similar agencies for the project manager and other project staff.

4. Approach and Methodology

Essential to obtaining the objective of this project is the preparation of a well-considered approach. Emphasis should be placed on the method used and manner in which the Contractor will meet the project and hours required.

The proposer should clearly show how its approach would include additional creative steps beyond what the State has already identified as needed system changes and method to make staff more efficient and effective in performing regulatory functions.

- a. Proposer should define its functional approach in developing a detailed design reflecting the most effective means of accomplishing the project. A detailed timeline based on the time frame of the project must be presented.
- b. Proposer should define its approach implementing the project within the LDI's infrastructure and identifying issues that would prevent or impair implementation or operation across Louisiana state government's heterogeneous environment.
- c. Proposer should define the methodology to be utilized for the project.
- d. Proposer should explain how each Task and Service, including detail plans for consultation and data migration, will be performed (this should take into account use of tools, technologies, etc.) A detailed timeline based on the time frame of the project must be presented.

5. Cost Information

- a. Provide the total cost (inclusive of travel and all project expenses).
- b. Breakdown of the total cost into hardware, software, consultation, migration, and training.
- c. For information purposes, provide the total estimated number of hours, by classification and person, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor.

6. Administrative Information

- a. Provide a completed Certification Statement as shown in Attachment III.
- b. Provide a signed Letter of Understanding shown in Attachment IV.

Attachment III

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 requires 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 I have 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 proposer's signature below;
- (5) Proposer understands that if selected as the successful proposer, he/she will have fifteen (15) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative / DATE

Attachment IV**Letter of Understanding****Storage Area Network Deployment
LETTER OF UNDERSTANDING**

The letter of understanding presented on the next page must be on the letterhead of the company and signed by the appropriate level of management that will oversee the Storage Area Network Deployment project for the Louisiana Department of Insurance. A copy of the Louisiana Department of Insurance's Software Development Standards can be found at:

<http://www.lidi.state.la.us/rfp/SoftwareDevelopmentStandards.pdf>

Letter of Understanding
Storage Area Network Deployment

{Company Name}
{Company Physical Address}

It is understood that {Company Name}, staff, and subcontractors have no intellectual property rights including the right to resell any portion of the underlying source code, programs, web pages, or any documentation that is developed for the State of Louisiana and the Louisiana Department of Insurance if {Company Name}'s proposal is awarded the contract for the Louisiana Department of Insurance's Storage Area Network Deployment.

We have read the Louisiana Department of Insurance's Software Development Standards and will require our staff and any subcontractors to abide by the Standards as promulgated by the Louisiana Department of Insurance in the development of the project.

This letter of understanding covers the Storage Area Network Deployment for the Louisiana Department of Insurance and cannot be assumed or determined to cover any current or subsequent project that {Company Name} may bid upon with the State of Louisiana and the Louisiana Department of Insurance.

{Signature of management}

{Printed name of signer}
{Position with Company}
{Date}

APPENDIX V

Taxes and Data Assessment

COST SUMMARY

The hourly rate shall be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service.

<u>Proposed Staff Resource</u>	<u>Qty.</u>	<u>Hours</u>	<u>Cost per Hour ea.</u>	<u>Total Cost</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Totals:		_____		_____

The Total Cost at the bottom will be the cost used to calculate Cost Points.

STATE OF LOUISIANA

Sample contract

On this insert signing date the Louisiana Department of Insurance hereinafter sometimes referred to as the "State", and Company Name and address, 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

High level view of services to be performed

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

Attachment V – Insurance Requirements

Attachment VI – Conflict of Interest

Attachment VII -- Confidentiality

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on **beginning date** and shall end on **ending date**. State has the right to extend this contract up to 3 months with the concurrence of the Contractor not to exceed the agreed upon maximum amount.

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 **1 year** 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 **FEIN #**.

2.7 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out

this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

3.0 TECHNICAL REQUIREMENTS

3.1 STATEMENT OF WORK

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

3.2 CONFIGURATION REQUIREMENTS

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

3.3 PROJECT MANAGEMENT

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

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

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

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

affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work Plan.

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

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

3.4 QUALITY ASSURANCE REVIEWS

Not Applicable.

3.5 CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

A. *Project Manager*. Not Applicable.

B. *Key Personnel*. Contractor shall assign staff who possesses the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III. Resumes of the trainer(s) must be provided before the signing of this contract and made part of this contract by attachment.

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 adequately qualified replacement in time to avoid delays to the Work Plan.

D. *Other Resources*. Contractor will provide other resources as specified in Attachment III.

3.6 STATE PROJECT DIRECTOR

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

3.7 STATE FURNISHED RESOURCES

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

3.8 STATE STANDARDS AND GUIDELINES

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

3.9 ELECTRONICALLY FORMATTED INFORMATION

Where applicable, State shall be provided all documents in electronic format, as well as hard-copy. Electronic media prepared by the Contractor for use by the State will be compatible with the State's comparable desktop application (e.g., spreadsheets, word processing documents). Conversion of files, if necessary, will be Contractor's responsibility. Conversely, as required, Contractor must accept and be able to process electronic documents and files created by the State's current desktop applications as described in 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 Project Director will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the State Project Director, but in no event later than ten (10) business days after the Deliverable is presented to the State Project Director. Within the applicable period, the State Project Director will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.

C. Notification of Acceptance or Rejection. If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If State disapproves a Deliverable, State will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.

D. Resubmitting Corrected Deliverables. With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the State Project Director 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.

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 **dollar amount (spelled out)** 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 Raymond Trogolo, Director of Information Technology.

Payment Schedule

Payment will be based on the actual number of hours worked multiplied by the **contractor's rate of the staff providing the service as appearing in the Attachment III – Contractor Personnel**. The invoice for service will be submitted after the last calendar day of the month. Payments cannot exceed the maximum contract amount or work cannot exceed the last day of the billing month.

Prohibition Against Advance Payments. No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

6.0 TERMINATION

6.1 TERMINATION FOR CAUSE

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

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

6.2 TERMINATION FOR CONVENIENCE

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

7.0 REMEDIES FOR DEFAULT

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

8.0 AVAILABILITY OF FUNDS

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

9.0 OWNERSHIP OF PRODUCT

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

10.0 NONASSIGNABILITY

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

11.0 RIGHT TO AUDIT

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

12.0 RECORD RETENTION

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

13.0 AMENDMENTS IN WRITING

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 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract 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 which 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

Repeat Concise description

2.0 DESCRIPTION OF SERVICES/TASKS

- **List objectives by tasks**

3.0 SCHEDULE REQUIREMENTS

The contractor will bill the LDI on a Time and Materials basis up to the fee indicated. The contractor will bill for services at contractor's rate as indicated in Attachment III. This is based on the contractor's rate schedule. The rate includes all costs including labor, per diem, travel, overhead, account management, and any other costs related to providing the service. The contractor will bill LDI monthly based on the number of hours worked on the project. Each monthly invoice will include a detailed schedule showing the tasks and deliverables completed.

4.0 PERFORMANCE MEASURES AND MONITORING PLAN

- Performance evaluation will be based upon the Contractor meeting the planned schedule of completion of the project as presented in its proposal in a timely manner as determined by the State Project Manager, Mr. Raymond Trogolo or his designee.
- The contractor will follow the requirements of the department's Software Development Standards and discuss and present any changes that are required to aid the development or implementation of the project.
- The contractor will present the required documentation including course material at the beginning of the training.

5.0 DELIVERABLES

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

- Requirements Document
- Design / Definition / Specifications Document
- Project Plan and Work Breakdown Structure
- Scope Document
- Weekly Status Reports
- Issue Descriptions
- Change Requests / Issue Description
- Sign Off Sheets
- Test Plan

Test Plan Results **6.0 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:

That the contractor as a **list partner program that applies i.e. Microsoft Partner** will provide the required installation and service to the State of Louisiana, Department of Insurance as to the service level and requirements placed upon the contractor continuation of such designation by Microsoft.

ATTACHMENT II HARDWARE/SOFTWARE ENVIRONMENT

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

1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE

The servers are HP Blade Servers running Windows Server 2008 64 or 32 bit OS. The Storage Area Network is an EMC CX 700. The Data Domain Storage Appliance is a Data Domain 565. LDI uses Cisco routers and switches including an ASA and a VPN Concentrator.

2.0 SPECIAL REQUIREMENTS

Any special requirements

3.0 STANDARDS AND GUIDELINES

The contractor agrees to abide with the Office of Information Technology's standards and policies that have been adopted by the Louisiana Department of Insurance.

**ATTACHMENT III
CONTRACTOR PERSONNEL AND OTHER RESOURCES**

1.0 CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a rotating basis to meet the required minimum amount of hours by each type, and in the capacities set forth below:

<u>Name</u>	<u>Company Responsibilities</u>	<u>Classification Rate</u>	<u>Expected Duration</u>
Person hours	position	rate	expected

2.0 PC WORKSTATIONS

The state will provide workstations, any workstation resident software and maintenance for the duration of the contract. The state will provide access to printers, copiers, and other computer equipment deemed necessary for the contractor's staff to perform required tasks. Workstation and appropriate software will be provided to the contractor for work performed onsite at the Poydras Building (1702 North Third Street, Baton Rouge LA) or via VPN connection for the duration of the contract.

3.0 NETWORK CONNECTIVITY

Any Contractor-provided workstations or devices to be connected to the LDI'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 LDI.

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 PROJECT DIRECTOR

The Project Director appointed by the State as described in Section 3.6 is *Raymond Trogolo, Director of Information Technology, Louisiana Department of Insurance* who is the principal point of contact for this contract on behalf of the State.

2.0 TECHNICAL STAFF

State will provide *one (1)* technical/programmer employee to be manpower loaded at no more than 20% 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 and system analysts on a limited basis will be coordinated through the State Project Director.

3.0 FUNCTIONAL STAFF

State will provide *one (1)* functional employee to be manpower loaded at no more than 20% 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 and system analysts on a limited basis will be coordinated through the State Project Director

4.0 OFFICE FACILITIES

State will provide reasonable and normal office space, clerical support, local telephone service, and limited usage of copiers. State will provide training facility including laptops or desktops sufficient to run the required course software, internet connection, and training equipment necessary to allow the instructor to conduct his lesson in the Poydras Training Room.

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 DOI. At the option of DOI, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects DOI, 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, if applicable:

1. General Liability and Automobile Liability Coverages

a. DOI, 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 DOI, 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 DOI, 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 DOI, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for DOI.

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 DOI.

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 DOI 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 DOI before work commences. DOI 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 VI

CONFLICTS OF INTEREST

STATE OF LOUISIANA

PARISH OF _____

ACKNOWLEDGMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, hereinafter designated as Appearer, does hereby state, declare, affirm and certify that Appearer has read the Louisiana Code of Governmental Ethics and the Louisiana Department of Insurance Policy Statement regarding conflicts of interest, as well as reviewed the work that Appearer is performing for the Louisiana Department of Insurance and Appearer does hereby further state, declare, affirm and certify that to the best of Appearer's knowledge, under penalty of perjury, there is no conflict of interest. Appearer does further state, declare, affirm and certify that it is Appearers duty to immediately report to the Chief of Staff of Insurance at the Louisiana Department of Insurance, or his/her designee, any future conflict of interest that Appearer may become aware of in the future, except as disclosed and acknowledged by written waiver.

Name of Appearer

Date

ATTACHMENT VII

CONFIDENTIALITY

While the majority of the business conducted by the Department of Insurance is public information, confidentiality of certain information is, and must be, a high priority.

The decision as to what information to release, and when, is one for the Commissioner of Insurance to make in each instance.

Accordingly, the Contractor hereby agrees that in furtherance of this objective the Contractor will not release any information concerning the work done in connection with this contract which he possesses, or may, from time to time, come to possess, without the express written authorization of the Commissioner of Insurance or his designee.

Any Contractor who does not abide by this policy is subject to cancellation of this contract, and such other action as may be appropriate under the circumstances.

Date