

# **REQUEST FOR PROPOSALS**

**For**

**Staff Augmentation for Departmental Application Systems**



**RFP #: 300007105**

**Proposal Due Date/Time:**

**MARCH 14, 2017 BY 3:00 P.M. CST**

**State of Louisiana  
Department of Insurance**

**February 10, 2017**

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## REQUEST FOR PROPOSAL

### FOR

#### Staff Augmentation for Departmental Application Systems

## PART I: ADMINISTRATIVE AND GENERAL INFORMATION

### 1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified proposers who are interested in providing a set staff of professionals who will augment and assist the LDI staff with supporting the LDI's software systems. This will be a flat monthly fee based on the minimum number of hours of resources as described further in Section 2.4. Specific functions include: project management, database administration, system architecture, programming, web support, business analysis, testing and related support functions. The proposed set of augmented staff should be set for the life of the contract in order to provide uninterrupted support as required to support legislative mandates or other requirements that necessitate additions, changes and updates to the LDI software systems. Tasks performed may include use of scripts, macros, procedural, or command languages outlined in the Department Software Standards and other technologies adopted by the LDI in the future.

### 1.2 Background

The Louisiana Department of Insurance (LDI) has developed application systems for the past fifteen (15) years that are utilizing shared data, application interface, and data structure in an effort to integrate all developed systems into normalized databases residing on Microsoft SQL servers.

To preserve, augment, and create new developed systems, the Department desires to enter into a contract with the selected proposer to provide maintenance and augment the LDI's Information Technology employees. The selected proposer will provide the Department with personnel who have the expertise and detailed knowledge based on the Department's Software Development Standards and qualifications. The selected proposer will supply staff to maintain these systems and provide additional functionality development for improved efficiency and transparency, legislative mandates, NAIC initiatives, or newly issued Regulations or Directives promulgated by the Commissioner of Insurance for the State of Louisiana.

### 1.3 Goals and Objectives

The Contractor will provide 24-hour maintenance and service support seven days a week during the contract period. Response time for maintenance and service support shall be one hour or less.

The Contractor will provide a Project Manager on site for a minimum of 100 hours per month. The Contractor will provide staff on site for a minimum of 800 hours per month, including Monday through Friday during LDI business hours, except for office closures.

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

All source code will become the sole property of the State of Louisiana and the Louisiana Department of Insurance and all requirements of the LDI Software Development Standards must be followed. See the following link for the Software Development Standards: <http://www.lidi.state.la.us/rfp/SoftwareDevelopmentStandards.pdf>

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.

#### **1.4 Term of Contract**

The term of any contract resulting from this RFP shall begin on or about July 1, 2017 and is anticipated to end on June 30, 2018, with the option to renew for an additional two (2) twelve month periods. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

#### **1.5 Definitions**

- A. Agency – any department, 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.
- B. Can – denotes an advisory or permissible action.
- C. Contractor – any person having a contract with a governmental body; the selected proposer.
- D. 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.
- E. DOA – Division of Administration.
- F. LDI – The Louisiana Department of Insurance.
- G. May – denotes an advisory or permissible action.
- H. Must – denotes mandatory requirements.
- I. OSP – Office of State Procurement.
- J. Proposer – a firm or individual who responds to this RFP.

- K. RFP – Request for Proposal.
- L. Shall – denotes mandatory requirements.
- M. Should – denotes a desirable action.
- N. State – the State of Louisiana.
- O. Will – denotes mandatory requirements.

**1.6 Schedule of Events**

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	February 10, 2017
Deadline for receipt of written inquiries	February 17, 2017
Issue responses to written inquiries	February 24, 2017
Deadline for receipt of proposals	March 14, 2017
Announce award of Contractor selection	March 31, 2017
Contract execution	July 1, 2017

**NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.**

**1.7 Proposal Submittal**

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

***Shannon Gilchrist  
 Response to Application Maintenance RFP  
 Louisiana Department of Insurance  
 P. O. Box 94214  
 Baton Rouge, LA 70804***

For courier delivery, the street address is 1702 North 3<sup>rd</sup> St., Baton Rouge, LA 70802, and the telephone number is (225) 219-1702. It shall be solely the responsibility of each Proposer to ensure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

## 1.8 Qualification for Proposer

### 1.8.1 Mandatory Qualifications:

As a resource may possess multiple areas of expertise, you must indicate in a separate spreadsheet the qualifications of each proposed resource and the work they would be performing. If working on certification, list courses passed in addition to the minimum qualifications.

Proposers must meet the following minimum qualifications prior to the deadline for receipt of proposals:

- **Project Manager:** Each proposed Project Manager will have a non-expired Project Management Institute Project Management Professional certification and have five (5) years of experience managing IT Software Projects.
- **Application Architect:** Each proposed Application Architect or equivalent job classification must have ten (10) years of experience working with the acceptable programming languages and technologies listed on LDI Acceptable Tools and Technologies by Category page of the LDI Software Development Standards, to include 2 years as a Senior Software Architect and MCPD or MCTS certification (please list the Technology Specialist designation attached to the certification).
- **Senior Software Developer:** Each proposed Senior Software Developer must have a minimum of eight (8) years of experience with all phases of a software development life cycle, as well as the acceptable programming languages and technologies listed on LDI Acceptable Tools and Technologies by Category page of the LDI Software Development Standards. Skills also must include the following:
  - NET 3.5 - 4.6.1 Framework or Higher
  - C#.NET
  - ASP.NET MVC
  - Entity Framework 4 - 6
  - ASP.NET Web Forms
  - ADO.NET
  - Nintex
  - Microsoft Transact-SQL, Views, Store Procedures and RDMS
  - Windows Workflow Foundation
  - Visual Studio
  - Team Foundation Server 2013 or Higher
  - Microsoft Source Safe 2005
- **Junior Software Developer:** Each proposed Software Developer must have a minimum of eighteen (18) months experience working with the acceptable programming languages and technologies listed on LDI Acceptable Tools and Technologies by Category page of the LDI Software Development Standards. Skills also must include the following:
  - NET 3.5 - 4.6.1 Framework or Higher
  - C#.NET
  - ASP.NET MVC
  - Entity Framework 4 - 6
  - ASP.NET Web Forms
  - ADO.NET

- Nintex
  - Microsoft Transact-SQL, Views, Store Procedures and RDMS
  - Visual Studio
  - Team Foundation Server 2013 or Higher
  - Microsoft Source Safe 2005
- **Web Developer:** Each proposed Web Developer must have a minimum of twelve (12) months experience working with the following:
    - Any Content Management System
    - Java Script
    - CSS 3
    - JQuery
    - HTML 5
- **Adobe Flash Web Developer:** Each proposed Adobe Flash Web Developer must have a minimum of twelve (12) months experience working with the following:
    - Adobe Flash Professional CS5, CS5.5 or CS6
- **Telerik Sitefinity Administrator:** Each proposed Telerik Sitefinity Administrator must have at least twelve (12) months of experience:
    - Managing Sandbox, Development and Production Sitefinity sites with their associated SQL databases to include backups
    - Performing Sitefinity system updates as new versions are released
    - Setting up Sitefinity Thunder for developers to connect to development and production websites
    - Designing and editing templates and themes through Sitefinity Thunder
    - Creating and maintaining approver workflows
    - Creating and maintaining user accounts and permissions
    - Setting up search indexes for full site search
    - Setting up synching between Development and Production sites
    - Creating and maintaining style guides for developers and content managers
    - Maintaining folder structure for documents and images
    - Training users on pages, navigation, menus, content types, master pages, page templates, widget templates, synching, workflow approvals, email campaigns, shared content
    - Creating widgets using web user control in Visual Studio
    - Creating template and CSS for integration of external applications
    - Reviewing correct use of style and code before content is released to production
    - Troubleshooting HTML, CSS, video, responsive design, synching issues
- **Database Administrator:** Each proposed Database Administrator must have a minimum of forty-eight (48) months experience working with MS SQL Server 2012 and or higher, and this experience is in the 64-bit application software. Skills must also include:
    - Creating and Maintaining a Windows Server 2016 with Microsoft 2016 SQL Server utilizing CSV (Cluster Shared Volumes) or SMB (Server Message Block) Shared Storage utilizing SQL Always On
    - Windows Server 2012 R2, Windows Server 2016, Windows 7, 8, 10
    - SQL Server Data Transformation Services and Data Transfers
    - SQL Server Report Services
    - SQL Server Maintenance Plans to Include Back-Ups

- SQL Server Security
- Maintaining SQL Server Development, Staging and Production Environments
- SQL Server Database Schemas and Diagrams
- Maintaining Linked Servers between one database system to other database systems
- Performing Database Tuning and optimizations
- SQL Server Database Development and Migrations

### **1.8.2 Desirable Qualifications:**

It is desirable that the proposer's staff meet or exceed the following qualifications (if working on certification, list courses passed):

- Experience with Red Gate.
- MCDBA SQL Server or MCTS SQL Server 2008/2012 Certification.
- MSCE on Windows 2008 or Later Certification.
- MCPD or MCTS Certification (please list the Technology Specialist designation attached to the Certification).
- Any other Web and/or Programming Certification.

## **1.9 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 the Proposer's ability to perform the services described in the RFP and confirm that the 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:
  - Identify the submitting Proposer;
  - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
  - 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**

The proposal should be organized in the order contained below.

### **C. Executive Summary**

This section serves to introduce the scope of the proposal. It shall include administrative information including. Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment IV. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment IV and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

### **D. Company Background and Experience**

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer section.

### **E. Approach and Methodology**

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

#### **The Proposer Shall:**

- Describe their approach to Project Management.
- Describe their approach to Quality Control.
- Describe their approach to Quality Assurance.
- Describe their approach to Incident Management.
- Describe their approach to Defining System and Data Security.
- Provide a sample project plan for any software development project lasting between three (3) to thirty-six (36) months with assigned staff, work breakdown structure. Lists of risk and risk mitigation plan.
- Present innovative concepts for consideration.

## **F. Proposed Staff Qualifications**

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory and Desirable Qualifications for Proposer section.

## **G. Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships 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 entrepreneurships 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 <http://smallbiz.louisianaeconomicdevelopment.com>

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

If a proposer is certified as a Hudson **and** a Veteran small entrepreneurship, the maximum points to be reserved is ten percent (10%) of the total evaluation points.

If a proposer is not a certified Hudson or Veteran small entrepreneurship as described herein, but plans to use certified Hudson or Veteran small entrepreneurships, proposer shall include in its 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.

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

## Proposer Status and Reserved Points

Proposer is a certified La Vet or Hudson small entrepreneurship: Full amount of the reserved points.

Proposer is not a certified LaVet or Hudson small entrepreneurship but has engaged one or more LaVet or Hudson certified small entrepreneurships to participate as subcontractors.

Points will be allocated based on the following criteria:

- the number of LaVet and Hudson certified small entrepreneurships to be utilized
- the experience and qualifications of the certified LaVet and small entrepreneurship(s)
- the anticipated earnings to accrue or the percentage of work subcontracted to the certified LaVet and Hudson small entrepreneurship(s)

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

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 et. seq.) concerning the Hudson Initiative may be viewed <http://legis.la.gov/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>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <http://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE

## H. Cost Proposal

The Proposer shall provide the total cost, including but not limited to travel and project expenses, for providing all services described in the RFP. For information purposes only, the Proposer should provide for the project's proposed staff: the total estimated number of hours by job classification, the billing rate by classification, hourly rate or unit cost and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

The Cost Proposal shall be separate and sealed. No pricing information shall be included in the Technical Proposal.

## I. Certification Statement

The Proposer must sign and submit Attachment I, the Certification Statement.

### 1.10 Number of Copies of Proposals

The State requests that one (1) copy of the proposal be submitted to the RFP Coordinator at the address specified, along with five (5) additional copies of the proposal, as well as one (1) redacted copy, if applicable. The copy of the proposal to the RFP Coordinator shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

### 1.11 Technical and Cost Proposals

The State requests the following:

- One (1) Original (clearly marked "Original") and five (5) numbered copies of the **technical proposal**. All should be clearly marked technical proposal.
- One (1) Original (clearly marked "Original") copies of the **cost proposal**. The proposal should be clearly marked cost proposal.

### 1.12 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 should 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 are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

### **1.13 Confidential Information, Trade Secrets, and Proprietary Information**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the [state agency].

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

### **1.14 Proposal Clarifications Prior to Submittal**

#### **1.14.1 Pre-proposal Conference**

NOT REQUIRED FOR THIS SOLICITATION

#### **1.14.2 Proposer Inquiries**

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

**Shannon Gilchrist**  
**RFP Coordinator**  
**P. O. Box 94214**  
**FAX: (225) 342-6324**  
**PHONE: (225) 219-1701**  
**E-Mail: [sgilchrist@ldi.la.gov](mailto:sgilchrist@ldi.la.gov)**

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

Official responses to all questions submitted by potential Proposers will be posted by February 24, 2017] at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>; as well as on our website [www.ldi.la.gov](http://www.ldi.la.gov) under the “What’s New” section.

Only Shannon Gilchrist has the authority to officially respond to a Proposer’s questions on behalf of the State. Any communications from any other individuals shall be not binding to the State.

### **1.14.3 Blackout Period**

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation’s defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

### **1.15 Error and Omissions in Proposal**

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

### **1.16 Changes, Addenda, Withdrawals**

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

*(NOTE: If an agency wants to post the addenda on their agency website or another website, then the Internet link should be provided here.)*

### **1.17 Withdrawal of Proposal**

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

### **1.18 Waiver of Administrative Informalities**

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

### **1.19 Proposal Rejection/RFP Cancellation**

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

### **1.20 Ownership of Proposal**

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

### **1.21 Cost of Offer Preparation**

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

### **1.22 Taxes**

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

### **1.23 Determination of Responsibility**

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

### **1.24 Use of Subcontractors**

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

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

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

### **1.25 Written or Oral Discussions/Presentations**

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. If oral presentations are done, the scores may be adjusted based on the original criteria. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

### **1.26 Acceptance of Proposal Content**

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

### **1.27 Evaluation and Selection**

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the State, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

### **1.28 Best and Final Offers (BAFO)**

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available. The written invitation to participate in a BAFO will not obligate the State to a commitment to enter into a contract.

**The written invitation to participate in BAFO will not obligate the state to a commitment to enter into a contract.**

### **1.29 Contract Award and Execution**

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

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

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract, **Attachment IV**. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds seven (7) business days, or if the selected Proposer fails to sign the final contract within [seven (7) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### **1.30 Notice of Intent to Award**

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer(s) with the highest score(s).

The State reserves the right to make multiple awards.

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

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and

a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

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

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

(If multiple awards are planned, agency should include the following statement, and, if the award is by region, component, district, etc., agency should explain on what basis the awards will be made.)

### **1.31 Right to Prohibit Award**

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

### **1.32 Insurance Requirements for Contractors**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, shall be filed with the State of Louisiana for approval prior to commencement of work. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. In the event of a claim or dispute of a claim, the State reserves the right to request copies of insurance policies. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

### **1.33 Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon:  
i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by

Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### **1.34 Payment**

The agency shall pay the Contractor in accordance with the Pricing Schedule set forth in the Cost Summary- Attachment III of the proposal. The Contractor will invoice the agency monthly at the billing address designated by the agency.

Payments will be made by the Department within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the State Project Manager, Mr. Lonnie Richardson. 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 the Contract for Cause**

State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar 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) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such

notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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

### **1.35.2 Termination of the Contract for Convenience**

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

### **1.35.3 Termination for Non-Appropriation of Funds**

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

### **1.36 Assignment**

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

### **1.37 Right to Audit**

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

### **1.38 Civil Rights Compliance**

The 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, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

### **1.39 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the 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 the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

### **1.40 Entire Agreement/ Order of Precedence**

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

### **1.41 Contract Modifications**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

### **1.42 Substitution of Personnel**

The Contractor's personnel assigned to this Contract shall not be replaced without the prior 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 a project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

#### **1.43 Governing Law**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

#### **1.44 Claims or Controversies**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

#### **1.45 Code of Ethics**

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

#### **1.46 Corporate Requirements**

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work**

The Contractor shall provide programming/modifications during the life of the contract as required by Legislative mandates or other requirements that necessitate changes to the systems. Tasks performed may include use of scripts, macros, or procedural or command languages outlined in the Department Software Standards.

### **2.2 Task and Services**

- A. The Contractor will provide applications maintenance and service support for the following systems:
- RMS (Regulatory Management System -- All Modules; Taxes, Data Assessments, Licensing, Archival Lookups, Temporary Licenses, Fiscal, Statistics, Lawsuits, CE, CAT Adjusters, Complaints, Rate, and Forms Tracking - All Modules; Health, Life, P&C, CA, SHIIP)
  - ARTS Legal System
  - ICS (Inventory Control System)
  - Employee Portal (LRAP)
  - Department Workflow Systems
  - TSR (Total System Recovery – Disaster Recovery)
  - State Process Systems
  - Payment Gateway Mechanisms
  - TAXES System SQL
  - TAXES Online – 1076, 1265, 1061
  - Online 1061 Import
  - Online 1076 Import
  - Check Complaint Status
  - Auto Rate Guide
  - Homeowner Rate Guide
  - Call Track
  - Call Track Weekly Emails
  - Check Scanning Hardware & Third Party Bank Software
  - Company Invoicing
  - Industry Access Internal Systems
  - Company Contact Request
  - Daily Company Updates & Remarks

- IMS (Imprest Management System)
- RMS (Refund Management System)
- Special Activities Database (SAD) Interfacing
- Regulatory Information Retrieval System (RIRS) Interfacing
- Online Producer/Adjuster Resident Renewals/Biographical Information Updates
- Invoice Copies
- Maintenance of All Line of Business SQL Servers
- Phone List Application
- Document Search Application
- Law & Administrative Provisions Insurance Search (LAPIS) Application
- Records Retention Online (RRON) Application
- Employee Suggestion Box Application
- Fraud Reporting System Application
- Gov QA Interface (IFRAMES)
- SiteFinity – [www.lds.la.gov](http://www.lds.la.gov)
- Continuance of Operations (COOP)
- SharePoint Server 2010 and Development Server
- SharePoint 2003 Server
- Site Collection Administrator for SharePoint Server
- Site Page Management, Workflow, Document Repositories for SharePoint
- Rate Filing Search Application- P&C and Health
- Order Free Senior Health Insurance Guides Online - - SHIIP Publications by Mail Electronic Form
- Producer Certificates Online - Certificate Program for The Wall Certificates and Letters of Certification
- On-line Resident Renewal Application
- On-line Producer Address Changes Application
- Industry Access Application
- Public Adjuster Electronic Registration Form
- Non-Resident Licensing Renewal
- Submit a Disaster-Related Complaint Online Electronic Form
- File an Insurance Complaint - Complaint Filing Information and Form
- Search for a Producer or Company

- Search for a Producer and Company Appointments Application
- Search for a Producer by Location Application
- Company Search Form Application
- Company Appointed Producer List Application
- Company Appointed Renewal List Application
- Check License Renewal Status
- Life Insurance Policy Search
- Surplus Lines Whitelist
- Insurance Company Contact Request Electronic Form
- Louisiana Auto Theft and Insurance Fraud Prevention Act (LATIFPA) Applications
- Detailed Industry Fraud Report Online
- NAIC Fraud Import
- Employee Suggestion Box Application
- Internet Poll Feature and Internet Poll Feature Admin Side
- Producer Record Change Request Electronic Form
- Public Record Request Application and Public Record Request Admin Side
- SHIIP Client Contact Form
- SHIIP PDAP Counseling Tool
- SHIIP Connect (Counselor Portal)
- SHIIP Speaker Request Form
- SHIIP Media Activity Online Electronic Form
- Minority Affairs Complaint/Assistance Program
- Legal SharePoint Document Repository
- Health SharePoint Document Repository
- Producer Licensing Initial Application
- Producer Licensing Renewals
- Producer Information Change
- Company Administration
- Municipal Taxes Form 1076
- Surplus Lines Taxes Form 1265
- Catastrophic Adjuster Registration System
- SERFF Import

- Weekly Company Update
- Product Filing Matrix
- Weekly Web Trends Report
- Market Share Reports (Top 20)
- Company Contacts
- New Officers/Directors
- Producer Contacts
- CE Imports – From Company
- Education Roster Import
- Company Affiliations
- POIDRS
- Hurricane Losses
- Catastrophic Loss Reporting System
- Act 427
- IRO Review
- Anti-Fraud Plans
- HIPAA Assessments
- CE Administration
- CE Course Management
- CE Instructor Management
- CE Course Submission/Renewal
- View Mobile License Care
- Producer Appointment Renewals
- Producer Appointments
- Producer Appointment Terminations
- Appointment Renewals
- Producer Data File Generation and Upload to State Social Services
- CC/PAM SHIP Data Generation and Uploads to the Federal Government
- NIPR State Process Functions
- Producer/Producer Agency Renewals
- Adjuster/Adjuster Agency Renewals
- Address Changes
- Non-Resident Licensing New Applications

- Resident Licensing New Applications
- Adjuster Licensing New Applications
- NPN management and integration
- Appointments/Cancellations
- Invalid Address Fines
- NIPRPDB (National Insurance Producer Registry Producer Database) Import into RMS
- NAICCDB (National Association of Insurance Commissioners Complaint Database) Import into RMS
- Maintain SQL DTS Package to query Public Affairs database, generate a list of media contacts, attach a press release and automatically e-mail these people the release.
- Maintain SQL DTS Package to query Public Affairs database to generate a list of Senators and Representatives, and e-mail them a message online.
- Maintain SQL DTS Package to query SQL database, generate a list of insurance agents, and e-mail them automatically.
- Maintain SQL DTS Package to query SQL database, generate a list of insurance companies, and e-mail them automatically.
- Maintain SQL DTS Package to query SQL database and generate lists as required for other State agencies.
- Payment Gateway for all E-commerce Enabled Applications
- Annual Health Care Conference Registration
- Annual LATIFPA Conference Registration

A. The Contractor will provide consulting, analysis, and programming services for changes to the above systems and:

- Provide consulting functions related to current database modifications and potential modifications, including expert advice regarding possible new application systems based upon changes in legislative mandates, NAIC (National Association of Insurance Commissioners) initiatives, and Regulations and Directives promulgated by the Commissioner of Insurance.
- Provide network assistance to network contractors in maintaining and administrating the Virtual Machine environment, including the Virtual Machine's database.
- Assist the Department in the maintenance of the Business Continuity Plan and the Disaster Recovery Plan.

- C. Maintain documentation concerning maintenance and modules for the applications in departmental provided resources, including current source code with documentation of the functionality of the modules in the source code.
- D. Provide a ninety (90) day period after the end of the Contract period or in case of a termination for any cause listed in the Contract to support intelligence transfer of the application maintenance, documentation, and source code to the Department or to a designated maintenance support vendor.
- E. The Project Manager is responsible for setting up the meeting, ensure availability of key participants, rescheduling when required, reserving resources needed, preparing an agenda, preparing meeting notes for distribution, and directing any tasks as a result of the meeting. The most common meetings are listed below.
  - Weekly Application team huddle
  - Weekly Maintenance request review and discussion
  - Quarterly Quality Assurance reviews on all key systems – may occur more often when major maintenance is being performed
  - Bi-weekly Sync meeting with Application and Network teams
  - Bi-Weekly web huddle
  - Quarterly review of all applications with key management personnel
  - Ad-hoc meetings with users to discuss issues or progress on maintenance items

### **2.3 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. 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. Lonnie Richardson, or his designee. The invoice will be one twelfth (1/12) of the total yearly cost and the timesheet must support that the minimum number of hours were met.

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.

A weekly status report shall be sent to Mr. Lonnie Richardson and his designated staff, consisting of IT requests completed in the week, the status of on-going work, and the person responsible for the IT request. This report will be sent electronically and stored on a network share.

#### **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 no notification is delivered to the Contractor within the applicable period, the Deliverable will be considered approved. If the State disapproves a Deliverable, the State will notify the Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved. The 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 the Contractor within those five (5) business days, the Deliverable is considered approved. 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.

## **2.4 Technical Requirements**

The Contractor will provide 24-hour maintenance and service support seven days a week during the Contract period. Response time for maintenance and service support shall be one hour or less.

The Contractor will provide one (1) dedicated Project Manager on site for a total minimum of 100 hours per month. In addition, the Contractor will provide staff on site for a minimum of 800 hours per month.

For the purpose of this proposal, it is anticipated that the following resources/skill sets should be dedicated:

- 1 or 2 Database Administrator(s) working a minimum of 90 hours a month.
- 1 or 2 Application Architect(s) working a minimum of 80 hours a month.
- 1 or 2 Junior Software Developer(s) working a minimum of 100 hours a month.
- 2 or 3 Senior Software Developers working a minimum of 250 hours a month.
- 1 or 2 Telerik Sitefinity Administrator(s)/Developer(s) working a minimum of 80 hours a month.

Note: Only 600 hours out of the 800 hours have been allocated for each role's minimum hours. This is to allow the Project Manager flexibility with their staff to meet the needs of the LDI, which may change on a monthly basis.

## **2.5 Project Requirements**

The LDI requires that there will be a primary Project Manager responsible for all work performed. A secondary or alternate Project Manager will be allowed to serve as Project Manager in the absence of the primary Project Manager, only at the approval of the LDI management. The LDI will only be billed for one Project Manager during any single time period.

The Project Manager is required to work a minimum of 100 hours a month. The Project Manager will be fully dedicated to the Duty of Project Management for the required minimum hours of the Contract. When the individual is acting in the capacity of the Project Manager Role that individual will not perform other job duties within the hours and times billed as required for the Project Manager.

- A. *Provide Project Work Plan* – The 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.
- B. *Provide Project Progress Reports* – The 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 identification of 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.
- C. *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.
- D. *Provide Issue Control* – The Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

## **PART III: EVALUATION**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

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

<b>CRITERIA</b>	<b>MAXIMUM SCORE</b>
1. Company Background and Experience	<b>20</b>
2. Approach and Methodology	<b>20</b>
3. Proposed Staff Qualifications	<b>25</b>
4. Louisiana Veteran and/or Hudson Initiative	<b>10</b>
5. Cost	<b>25</b>
<b>TOTAL SCORE</b>	<b>100</b>

### **3.1 Cost Evaluation**

The Proposer with the lowest total cost shall receive 25 points. Other proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP \times 25)$$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated  
LPC = Lowest Proposed Cost of all Proposers  
TCP = Total Cost of Proposer being evaluated

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

It is expected that the maintenance work will be performed onsite at the Poydras Building, 1702 North Third Street, Baton Rouge, LA, 70802, or offsite via the LDI Virtual Desktop Infrastructure (VDI) or the Virtual Private Network (VPN) when approved by the State Project Manager or designee. 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).

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, and 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/Monitoring Plan**

Performance evaluation will be based upon the Contractor meeting the required hours per month and completing the assigned tasks and requests in a timely manner as determined by the State Project Manager, Mr. Lonnie Richardson, 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 maintenance and enhancements to the network.

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

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

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

## **ATTACHMENT I: CERTIFICATION STATEMENT**

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

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

- A. Official Contact Name: \_\_\_\_\_
- B. E-mail Address: \_\_\_\_\_
- C. Facsimile Number with area code: (     ) \_\_\_\_\_
- D. US Mail Address: \_\_\_\_\_

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have seven (7) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov> .)

Signature of Proposer or  
Authorized Representative \_\_\_\_\_

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

Date: \_\_\_\_\_

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

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

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

## **ATTACHMENT II: LETTER OF UNDERSTANDING**

### **Staff Augmentation for Departmental Application Systems**

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 Staff Augmentation for Departmental Application Systems. A copy of the Louisiana Department of Insurance's Software Development Standards can be found by clicking on the Request for Proposal tab at <http://www.lidi.la.gov>.

## Letter of Understanding

# Staff Augmentation for Departmental Application Systems

(Company Name)

(Company's 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 Staff Augmentation for Departmental Application Systems.

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 Staff Augmentation for Departmental Application Systems 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)

## ATTACHMENT III: COST SUMMARY

### Staff Augmentation for Departmental Application Systems

#### COST SUMMARY TO SHOW FLAT MONTHLY COST

<b>Name of Resource</b>	<b>Role</b>	<b>*Hours</b>	<b>*Rate</b>	<b>Cost for Month</b>
Resource – Name -- XXXX		XXX		\$XXXXX
Resource – Name -- XXXX		XXX		\$XXXXX
Resource – Name -- XXXX		XXX		\$XXXXX
Resource – Name -- XXXX		XXX		\$XXXXX
Resource – Name -- XXXX		XXX		\$XXXXX
Resource – Name -- XXXX		XXX		\$XXXXX
TOTAL		XXX		\$XXXXX

\* Number of hours and Rates are for informational purposes only.

\* Resulting contract will be a fixed-fee contract.

## **ATTACHMENT IV: SAMPLE CONTRACT**

### **STATE OF LOUISIANA CONTRACT**

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the (Agency Name), hereinafter sometimes referred to as the "State", and (Contractor's name and legal address including zip code), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

#### **1.0 SCOPE OF SERVICES**

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

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

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

#### **1.2 COMPLETE DESCRIPTION OF SERVICES**

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

Attachment I - Statement of Work

Attachment II - Hardware/Software Environment

Attachment III - Contractor Personnel and Other Resources

Attachment IV - State Furnished Resources

#### **2.0 ADMINISTRATIVE REQUIREMENTS**

##### **2.1 TERM OF CONTRACT**

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

## 2.2 WARRANTIES

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

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

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

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

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

E. *Original Development.* Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, the 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, the Contractor may use or incorporate such components at the 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.* The 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 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.

The Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by the Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, the Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by the Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, the Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due to the 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.

## **2.4 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.

## **2.5 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.

## **2.6 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.

## **2.7 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is .

## **2.8 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**

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

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

*B Provide Project Work Plan* – The 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* – The 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 upcoming 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.* The Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

#### **3.3 QUALITY ASSURANCE REVIEWS**

State reserves the right to conduct Quality Assurance Reviews at appropriate checkpoints throughout the project. The Contractor will facilitate the review process by making staff and information available as

requested by the reviewers at no additional cost to the State.

### **3.4 CONTRACTOR RESOURCES**

The Contractor agrees to provide the following Contract related resources:

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

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

C. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to any project outside this contract, outside of the State's or Contractor's reasonable control, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

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

### **3.5 STATE PROJECT DIRECTOR**

The 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 the Contractor concerning the Contractor's performance under this Contract.

### **3.6 STATE FURNISHED RESOURCES**

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

### **3.7 STATE STANDARDS AND GUIDELINES**

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

### 3.8 ELECTRONICALLY FORMATTED INFORMATION

Where applicable, the 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, the 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 the 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 the Contractor that a Deliverable is completed and available for review and acceptance, the State Project Director will use his/her 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 the Contractor within the applicable period, the Deliverable will be considered approved. If the State disapproves a Deliverable, the State will notify the 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, the 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 the Contractor within those five (5) business days, the Deliverable is considered approved. If the State disapproves that Deliverable, the State will notify the Contractor in writing of any additional deficiencies which result from such modifications, and the 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.

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

## 5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, the State hereby agrees to pay to Contractor a maximum fee of \$ . The Contractor will comply with the Division of Administration State General Travel Regulations, as set forth in Division of Administration Policy and Procedure Memorandum No. 49. Payment will be made only on approval of \_\_\_\_\_ (Name of Designee).

*(There are many payment terms that can be negotiated with the Contractor. Below are examples of some that are used. Any one or combination of these is acceptable as long as payment is tied to the Acceptance of the Deliverables. The terms used are illustrative only)*

### **Example A. Payment by Task.**

The Contract resulting from this Request for Proposal shall be compensated on a firm fixed price basis with progress payments upon completion of all deliverables within a series of tasks. Certain tasks have been identified as payment tasks (see below).

Payments, less retainage, will be made upon successful completion and after review and written approval by the State of the tasks and deliverables. All completed work and deliverables shall be in conformity with the Request for Proposal specifications and commonly accepted industry standards.

### Payment Schedule

The State has identified certain tasks as payment tasks. Payment tasks are those which represent the completion of major milestones of the project. Payment tasks are as follows:

\$000.00 Task 4 Verify Functional Requirements

\$000.00 Task 5 Develop Detailed Design for Modified WIS System

\$000.00 Task 7 WIS System Modifications and Testing

\$000.00 Task 9 Develop System Documentation

\$000.00 Task 12 Conduct Pilot Test

\$000.00 Task 14 Statewide Implementation

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Acceptance of Deliverables Section 4.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and receipt of an invoice. The State will make every reasonable effort to make payments within 25 work days of the receipt of invoice.

The amount of the payment will be determined in the following manner.

- Tasks specified as non-payment tasks will accumulate forward to the next payment task. For example, the first payment task is Task 4. Upon completion of Task 4, the Contractor will be paid for all allowable charges incurred up through Task 4, less retainage.
- The allowable payment amount will be multiplied by 90 percent, giving the amount which will be remitted to the Contractor. Ten percent of the allowable milestone payment will be retained until written acceptance is provided by the State of all deliverables listed in the contract.
- Upon written State acceptance of the system's successful implementation, one-half of the retained funds will be paid to the Contractor.
- The remaining retained funds will be paid to the Contractor upon State acceptance of the system following the warranty/maintenance period.
- No interest on retained funds shall accrue to the Contractor.

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

**Example B. *Payment by Percentage of Completion***

Payment for the development of the Project will be based on completion of project milestones by Contractor and accepted as per Section 4.0. Each Project milestone has been assigned a percentage. This percentage will be used to determine the portion of Contractor's fee for developing the Project that shall be paid upon successful completion and acceptance of deliverables resulting from the Project milestone as provided in Section 4.0. The project milestones and payment percentages are listed below:

Project Milestone Percentage:

10% - Project Schedule showing start and end dates for key project milestones accepted by the State, and conclusion of initial project meeting where objectives and time tables are agreed to by the State and the Contractor.

40% - Applications and analysis completed.

30% - Testing procedures accepted by the State and training of State personnel.

20% - Final plan accepted by the State.

## **6.0 TERMINATION**

### **6.1 TERMINATION FOR CAUSE**

The State may terminate this Contract for cause based upon the failure of the 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**

The 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. 39:1672.2-1672.4.

## **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 or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

**16.0 HEADINGS**

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

**17.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

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

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

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

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
STATE'S SIGNATURE

\_\_\_\_\_  
DATE

**ATTACHMENT I  
STATEMENT OF WORK**

**1.0 INTRODUCTION**

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

**2.0 DESCRIPTION OF SERVICES/TASKS**

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

**3.0 SCHEDULE REQUIREMENTS**

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

**4.0 PERFORMANCE MEASURES AND MONITORING PLAN**

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

**5.0 DELIVERABLES**

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

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

Examples are as follows:

<b>Examples of Deliverables</b>	
<b>Deliverable</b>	<b>Description</b>
Technical Assessment	Provide <i>Technical Assessment</i> . Contractor will review those areas of the State's data processing environment, such as standards and guidelines; development tools; technical resources; hardware capacities; and software supported networks, facilities, specified arrangements, etc related to the Statement of Work to be provided; and, if warranted, prepare a memorandum identifying areas where, in the Contractor's opinion, the State's technical environment may materially impair the Contractor from successfully completing the Contract. The Project Environment memorandum, if prepared, shall be submitted prior to delivery of the Project Work Plan.
Information Planning	Provide <i>Information Planning</i> . Contractor will perform necessary analysis tasks and develop an Information Systems Plan incorporating the functional and technical requirements as specified in the Statement of Work. The systems planning project will encompass such tasks as defining business strategies, information needs, organization strategies, application strategies, information technology strategies, implementation strategies, and defining

	and planning specific projects to be implemented. An outline specifying the nature of the content, format, and level of detail for the Information Systems Plan will be developed/finalized by the Contractor and approved by the State Project Director.
Functional Systems Requirements	Provide <i>Functional System Requirements</i> . Contractor will perform necessary information gathering and analysis tasks and develop a Functional Systems Requirements report that incorporates the functional and technical requirements of the State according to the Statement of Work. An outline specifying the nature of the content, format, and level of detail for this document will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Technical Design/ Technical Architecture Report	Provide <i>Technical Design/Technical Architecture Report</i> . Contractor will perform necessary technical design tasks and develop a Technical Design Report that satisfies the provisions of the Statement of Work, the Configuration Requirements, and the Functional Systems Requirements. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director. (Note: depending on the nature of the project, this deliverable may be called Preliminary Systems Design, Conceptual Design, Logical Data and Process Model Design, or something appropriately descriptive. The narrative should communicate the context of the work to be performed and the deliverable to be provided.)
Demonstration Model or Prototype	Provide <i>Demonstration Model</i> . Contractor will develop a demonstration model or prototype of the system as a "proof of concept" for key components in the functional and technical design.
Implementation Planning Report	Provide <i>Implementation Planning Report</i> . Contractor will perform necessary information gathering and analysis tasks to develop an Implementation Planning Report describing the strategy for implementing the system; including: systems testing, acceptance testing, integration, software installation, interfaces, conversion, software distribution, training, "going live", and support. The plan should address resources, time frames, responsibilities, and contingencies. An outline specifying the nature of the content, format, and level of detail for this report will be developed/finalized by the Contractor and approved by the State Project Director.
Programming/Custom Modifications	Provide <i>Programming/Custom Modifications</i> . Contractor will perform programming/coding tasks necessary to produce the software specified in the functional requirements and technical design reports. Tasks performed may include use of scripts, macros, or procedural or command languages which may be required by the development tools being used
Software Installation	Provide <i>Software Installation</i> . Contractor will perform software installation tasks as applicable; such as: database setup, file sizing, software retrofitting, installation of software releases, application table setup, operation setup, file migrations, installation test, system integration, integration test, and performance tuning.
Systems Test and Acceptance Test Support	Provide <i>Systems Test and Acceptance Test Support</i> . This includes tasks such as functional support on system functionality, script development and data setup, technical support on executing special jobs or cycles to facilitate testing, assisting in the actual execution of test scripts and review of results,

	and development of an acceptance test calendar with all of the appropriate cycles.
Interface Testing	Provide <i>Interface Testing</i> . This includes such tasks as: development and testing of extract programs, input interfaces, output interfaces, and front-end programs that are identified in the Implementation Planning document.
Implementation Support	Provide <i>Implementation Support</i> . Contractor will provide functional support as specified in the Implementation Plan, including such tasks as developing a cut-over schedule, augmenting help-desk operations, etc. Provide <i>Training Delivery</i> . Contractor will provide xxx (nn) training days of instructor training for delivering the ILT course to State personnel as described in the Implementation Plan.
Training Materials	Provide <i>Training Materials</i> . This includes: all Instructor Lead Training (ILT) materials; Computer Based Training (CBT) materials; and application student guides as described in the Implementation Plan.
Documentation	Provide <i>Documentation</i> . This includes: Online Features Manuals; User Guides; Errors and Diagnostics Manual; Operations Guide; Reports Manual; and Application Quick Reference Cards as specified in the Implementation Plan.
WWW Presence	Provide <i>WWW Presence</i> . This includes providing Intranet/Internet access via standard WWW browsers to documentation, training materials; as well as dynamically supporting generation of reports, data queries, submittal of input forms, and other system functions as specified.
Post Implementation Support	Provide <i>Post Implementation Support</i> to the State after the implementation of the system. Contractor will provide xxx (n) qualified staff for XXX month following implementation
Change Control	Provide <i>Change Control</i> . Contractor will develop and implement with State approval, procedures and forms to provide a method for defining, reviewing, prioritizing, scheduling, and approving changes to specifications, designs, programs, procedures, and documentation that may be required within the scope of this project.
Final Project Report	Provide <i>Final Project Report</i> . At the conclusion of the project, the extent and manner to which the project objectives have been met, as well as follow-on recommendations, will be described in a final report. As scheduled in the Work Plan, an outline of this report will be developed by the Contractor and approved by the State Project Director.

## 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:

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

## **ATTACHMENT II HARDWARE/SOFTWARE ENVIRONMENT**

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

### **1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE**

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

### **2.0 SPECIAL REQUIREMENTS**

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

### **3.0 STANDARDS AND GUIDELINES**

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

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

**ATTACHMENT III  
CONTRACTOR PERSONNEL AND OTHER RESOURCES**

**1.0 CONTRACTOR PERSONNEL**

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

Name/Company Responsibilities/Classification Rate Expected Duration

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

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

**2.0 PC WORKSTATIONS**

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

**3.0 NETWORK CONNECTIVITY**

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

**ATTACHMENT IV  
STATE FURNISHED RESOURCES**

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

**1.0 PROJECT DIRECTOR**

The Project Director appointed by the State as described in Section 3.6 is \_\_\_\_\_ who is the principal point of contact for this contract on behalf of the State.

**2.0 TECHNICAL STAFF**

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

**3.0 FUNCTIONAL STAFF**

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

**4.0 OFFICE FACILITIES**

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

**5.0 COMPUTER FACILITIES**

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

## **ATTACHMENT V INSURANCE REQUIREMENTS FOR CONTRACTORS**

### **1.0 MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

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

### **2.0 MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

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

### **3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

### **4.0 OTHER INSURANCE PROVISIONS**

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

1. General Liability and Automobile Liability Coverages
  - a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its officers, officials, employees Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## 2. Workers' Compensation and Employers Liability Coverage

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

## 3. All Coverages

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

## **5.0 ACCEPTABILITY OF INSURERS**

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

## **6.0 VERIFICATION OF COVERAGE**

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

## **7.0 SUBCONTRACTORS**

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