REQUEST FOR PROPOSAL

FOR

LOUISIANA DEPARTMENT OF INSURANCE
MANAGEMENT & FINANCE SYSTEM

RFP #:3000008400

PROPOSAL DUE DATE/TIME:

AUGUST 14, 2017 BY 3:00 CST

State of Louisiana

Office of State Procurement

July 14, 2017
PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

1.2 Background

1.3 Goals and Objectives

1.4 Term of Contract

1.5 Definitions

1.6 Schedule of Events

1.7 Proposal Submittal

1.8 Qualifications of Proposer

1.8.1 Mandatory Qualifications

1.8.2 Desired Qualification for Contractor

1.9 Proposal Format

A. Cover Letter:

B. Table of Contents:

C. Executive Summary:

D. Company Background and Experience:

E. Approach and Methodology:

F. Proposed Staff Qualifications:

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

H. Cost Proposal:

I. Certification Statement:
1.10 Number of Copies of Proposals .................................................................................................................. 11
1.11 Technical and Cost Proposals ..................................................................................................................... 12
1.12 Legibility/Clarity ........................................................................................................................................... 12
1.13 Confidential Information, Trade Secrets, and Proprietary Information ......................................................... 12
1.14 Proposal Clarifications Prior to Submittal .................................................................................................. 13
  1.14.1 Pre-proposal Conference ..................................................................................................................... 13
  1.14.2 Proposer Inquiries ............................................................................................................................... 13
  1.14.3 Blackout Period .................................................................................................................................... 13
1.15 Errors and Omissions in Proposal .............................................................................................................. 14
1.16 Changes, Addenda, Withdrawals .................................................................................................................. 14
1.17 Withdrawal of Proposal ............................................................................................................................. 14
1.18 Waiver of Administrative Informalities ...................................................................................................... 14
1.19 Proposal Rejection/RFP Cancellation ........................................................................................................ 15
1.20 Ownership of Proposal ................................................................................................................................ 15
1.21 Cost of Offer Preparation .......................................................................................................................... 15
1.22 Taxes ............................................................................................................................................................. 15
1.23 Determination of Responsibility ................................................................................................................ 15
1.24 Use of Subcontractors .................................................................................................................................. 15
1.25 Written or Oral Discussions/Presentations .................................................................................................. 16
1.26 Acceptance of Proposal Content ................................................................................................................ 16
1.27 Evaluation and Selection ............................................................................................................................ 16
1.28 Best and Final Offers (BAFO) ...................................................................................................................... 16
1.29 Contract Award and Execution .................................................................................................................. 17
1.30 Notice of Intent to Award .......................................................................................................................... 17
1.31 Right to Prohibit Award ................................................................. 17
1.32 Insurance Requirements ............................................................... 18
1.33 Indemnification and Limitation of Liability ..................................... 19
1.34 Payment ....................................................................................... 20
1.35 Termination ................................................................................. 20
   1.35.1 Termination of the Contract for Cause .................................... 20
   1.35.2 Termination of the Contract for Convenience ...................... 20
   1.35.3 Termination for Non-Appropriation of Funds ...................... 21
1.36 Assignment .................................................................................. 21
1.37 Right to Audit ............................................................................. 21
1.38 Civil Rights Compliance ................................................................ 21
1.39 Record Ownership ...................................................................... 22
1.40 Entire Agreement/ Order of Precedence ....................................... 22
1.41 Contract Modifications .................................................................. 22
1.42 Substitution of Personnel ............................................................. 22
1.43 Governing Law ............................................................................ 22
1.44 Claims or Controversies ............................................................... 22
1.45 Code of Ethics ............................................................................. 23
1.46 Corporate Requirements ............................................................... 23
PART II: SCOPE OF WORK/SERVICES .................................................. 24
2.1 Scope of Work .............................................................................. 24
2.2 Tasks and Services ....................................................................... 25
2.3 Deliverables ................................................................................. 25
2.4 Technical Requirements ................................................................ 27
2.5 Scope of Work Elements

2.5.1 Project Management Requirements

2.5.2 Project Requirements

MFS Specific Requirements

State Budget Code Requirements

Current ICS Workflows and Features

GUI Interface TABS Descriptions and Fields

Current ICS Screenshots

Current ICS Forms

In Stock Form

Special Request Form

Stamper Request Form

Business Cards Request Form

Toner Request Form

Current Equipment Signed Out Application

Current Purchasing Application

Current MFS Screen Shots

Future MFS Concept

PART III: EVALUATION

3.1 Cost Evaluation

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

4.2 Performance Measurement/Evaluation
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

ATTACHMENT I: CERTIFICATION STATEMENT

ATTACHMENT II: LETTER OF UNDERSTANDING

ATTACHMENT III: COST SUMMARY

ATTACHMENT IV: SAMPLE CONTRACT
REQUEST FOR PROPOSAL
FOR
Louisiana Department of Insurance Management & Finance System

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 the services to incorporate the current Inventory Control System and Equipment Sign Out functionality into the Louisiana Department of Insurance’s Management & Finance System. The new Management & Finance System’s functionalities shall be developed using the latest LDI Software Development Standards.

1.2 Background

The Louisiana Department of Insurance (LDI) developed a centralized Management and Finance System (MFS) to track employees’ administrative tasks and budget information that are not strictly related to LDI’s regulatory function. The LDI has a strategic plan to incorporate the functionality of the legacy applications into MFS. The Inventory Control System (ICS) was created with a mixture of different modules and technology. Some of the business process required hand routing, using email, Microsoft Excel spreadsheets, word-of-mouth approvals, email approvals and Microsoft Access databases for tracking. The main systems to be re-engineered and enhanced that will integrate with MFS are the Inventory Control System (ICS), Purchasing Application and the IT Equipment Check-In/Check-Out system.

The ICS system was first developed to approve requests for supplies for LDI. Over the course of five years and 3,500 development hours, the ICS application’s interface, workflows and database has been updated and expanded beyond their original design scope. In a cost versus benefit analysis, the application’s age, technology used and ability to enhance the application has reached a point of diminishing returns.

The ICS currently has five workflow requests: Supply, Stamper, Business Card, IT Purchasing and Toner. ICS also tracks supply levels and the Purchasing Division has their own Microsoft Access purchasing database.

ICS was developed in 2008 using Microsoft Visual Studio Professional 2008 .NET framework 3.5, Source Safe 2005 and other programming tools that were available at the time.

In addition to the current ICS workflows and features, additional information collection is required to capture the life cycle of a purchase from the initiation of a request to payment for the approved purchase of goods or services, including the cancellation or disapproval of a request. ICS was initially written to capture the purchasing process including approvals and budget coding. Additional
fields will be required to track information including, but not limited to, encumbrance of funds; payment(s) and/or credit(s); accounting periods; and payment types, numbers, dates, and amounts.

The LDI’s goal is to allow Management and select staff to access information regarding what has been ordered, received, and/or paid as well as what is outstanding for amounts encumbered (approved, but not yet paid in full). Expansion of this information will mirror that which is ideally collected for any form of encumbrance and payment in the Travel Authorization/Travel Expense process in efforts to run management reports on all non-payroll related expenditure categories of the agency budget.

The IT Equipment Check-In/Check-Out system was created as a means of allowing IT staff to track all IT related equipment, (i.e. laptops, projectors, monitors, etc.) assets, tagged and non-tagged, that could be signed-out to an employee and/or LDI Contractor within the scope of their job duties and/or contract. The current system utilizes a Microsoft Access database. Since Microsoft Access is not an Enterprise Application, it does not provide the flexibility needed to collect essential data, such as ad-hoc reports, on all equipment signed out to particular individuals, lists of current items signed out by specific equipment type, and other reporting needs as they arise. Integrating the IT Equipment Check-In/Check-Out system functionality into MFS would allow for the enhanced development with benefits. Such benefits would include the ability to quickly determine if an employee is in possession of any equipment at their time of separation, more precise asset management and tracking abilities that would allow management to see who has equipment assigned without the need to involve IT staff, as well as other benefits that have yet to be realized.

The requested re-engineering will bring the ICS system up to current LDI software development standards. Due to the use of older technology, maintenance hours to perform simple tasks has increased significantly.

Examples of the lack of functionality in ICS include the inability to generate specific reports that rely on transactional connections to more recently developed databases, as well as the inability to make global changes to modules and share workflows throughout all applications, i.e. changes to generic letters. In addition, more advanced search features that are present in newer systems cannot be accessed.

The Employee Portal was developed in 2013 as a new interface and workflow engine to replace LDI’s legacy SharePoint Workflow System. This portal will one day replace LDI’s departmental Intranet system by combining the features of the current Intranet, the Employee Portal, and the Management and Finance System. This portal will be very employee centric and will include many features designed to help the employee work as efficiently and effectively as possible. This will be the go-to place that employees visit throughout the day to complete their tasks.

The current iteration of the Employee Portal houses several workflows such as Travel Requests, Contract Requests, Contract Amendment Requests, and Refund Requests. The Employee Portal was developed using Visual Studio Premium 2012 (C#), .NET Framework 4.5, Team Foundation 2013, and SQL 2014 for the backend database. Within Visual Studio, we use the MVC template, which separates the input, business and UI logic. Entity Framework 5 is an object-relational mapper that enables us to work quickly with relational data and Razor is the engine that lets us combine HTML markup and server-based code into one file (.cshtml). In the Employee Portal UI, for the most
part, we use a mixture of Kendo UI (part of Telerik DevCraft toolbox) and Microsoft controls to build LDI’s forms. We also use Unsemantic CSS framework to place all of LDI’s controls and make the forms responsive. We also use Aspose. Total and Active Reports 10 to create various reports for the application. The project has been upgraded, is being developed, and maintained, using Visual Studio 2015 Enterprise and SQL 2016. We have plans to upgrade to Team Foundation Server 2017 in the near future.

The biggest upgrade, however, has been moving from a very custom solution for the workflow engine to Windows Workflow Foundation (WF). Creating custom workflows can be very complex and time consuming, so we wanted to adopt a framework that gave us all the tools that would allow LDI developers to be more productive by concentrating on the business logic instead of the lower level processes, and produce programs that are easier to manage and change. A workflow-based application does the same things as other applications. It maintains state, gets inputs, and sends outputs, provides control flow, and executes code. In WF, all of these things are done by activities. Activities can be things such as sending emails, checking AD groups, assigning, updating SQL, etc. We prefer the Flowchart workflows because it better represents how users view processes, and most users are familiar with the flowchart way of modeling. The workflow is created graphically using a designer, and the main logic is defined in one coherent stream.

1.3 Goals and Objectives

The goal the LDI seeks is to incorporate the ICS and IT Equipment Check-In/Check-Out system inside MFS with enhanced functionality.

The objective is that the new application will be presented through the LDI’s MFS. The new MFS Application and Database shall include, but is not be limited to, the Workflow Engine, User Actions, and Content to include all State Budget Code Objects, Organization Codes, Activity Codes, Function Codes and Sub-Objects into one Database.

All new and old forms used in this new system shall be web fillable forms that store the information in the pertinent Databases. Forms that do not require wet signatures must allow for the insertion of jpeg signatures or equivalent functionality.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about September 1, 2017 and is anticipated to end on June 30, 2018. 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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertise RFP and mail public announcements</td>
<td>July 14, 2017</td>
</tr>
<tr>
<td>Deadline for receipt of written inquiries</td>
<td>July 21, 2017 by 3:00 pm CST</td>
</tr>
<tr>
<td>Issue responses to written inquiries</td>
<td>July 28, 2017</td>
</tr>
<tr>
<td>Deadline for receipt of proposals</td>
<td>August 14, 2017, 2017 by 3:00 pm CST</td>
</tr>
<tr>
<td>Announce award of contractor selection</td>
<td>August 25, 2017</td>
</tr>
<tr>
<td>Contract execution</td>
<td>September 8, 2017</td>
</tr>
</tbody>
</table>

**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/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 3:00 P. M. Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions 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 Management & Finance System RFP  
Louisiana Department of Insurance  
P. O. Box 94214  
Baton Rouge, LA 70804

For courier delivery, the street address is 1702 North 3rd 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 Qualifications of Proposer

1.8.1 Mandatory Qualifications

As a resource may possess multiple areas of expertise, Proposer 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.

Proposer shall be staffed, or have specific arrangements with sub-consultants, to perform strategic planning, project management, quality assurance, and risk management.

Proposer shall have been in business for at least three (3) years prior to the date of proposal submitted.

Proposer’s staff must meet the following minimum qualifications:

- **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 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.
• **Senior Software Developer:** Each proposed Senior Software Developer must have a minimum of six (6) 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
  - Razor
  - Microsoft Transact-SQL, Views, Store Procedures and RDMS
  - Windows Workflow Foundation 4.5
  - Visual Studio 2013 or Higher
  - Java Script
  - Team Foundation Server 2013 or Higher

• **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 4.5 Framework,
  - C#.NET,
  - ASP.NET MVC
  - Entity Framework 4.5 or higher
  - ASP.NET Web Forms
  - ADO.NET
  - Microsoft Transact-SQL, Views, Store Procedures and RDMS

• **User Experience and User Interface Web Developer:** Each proposed Web Developer must have a minimum of twelve (12) months experience working with the following:
  - Java Script
  - CSS 3
  - JQuery
  - HTML 5
  - Axure or Equivalent
  - Razor

• **Team Foundation Server Administrator:** Each proposed Team Foundation Server Administrator must have a minimum of six (6) months experience:
  - Creating and deploying Team Projects
  - Creating and maintaining user accounts and permissions
• Administrating version control and Team Build definitions
• Administrating and managing work items, personnel tasking and scheduling
• Developing Project Management reports, work item tracking and team project queries
• Developing and maintaining test plans for specific sprints or milestones

• **Database Administrator**: Each proposed Database Administrator must have a minimum of forty-eight (48) months experience working with MS SQL Server 2008 R2 and or higher and this experience is in the 64-bit application software. Skills must also include:
  • Creating and Maintaining a Windows Server 2012 R2 with Microsoft 2014 Always On High Availability SQL
  • Windows 10
  • SQL Server Data Transformation Services and Data Transfers
  • SQL Server Report Services
  • Maintaining SQL Server Development, Staging and Production Environments
  • SQL Server Database Schemas

1.8.2 Desired Qualification

Preferred Contractor qualifications (if working on certification, list courses passed)
  • Tableau
  • Razor
  • Axure
  • Experience with Red gate
  • Experience with Telerik Kendo UI
  • Aspose.Net for C#
  • MCDBA SQL Server or MCTS SQL Server 2008 or higher certification
  • Active Reports (Version 9 or higher)
  • MCSE on Windows 2008 or later certification
  • MCTS certification (please list the Technology Specialist designation attached to the certification)
  • Any other Web and/or Programming certification
  • Knockout Java Script

1.9 Proposal Format

A. **Cover Letter:**

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

• By signing the letter and/or the proposal, the Proposer certifies compliance with the signature authority required.
• **The cover letter should also:**
  • 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;
o Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. **Table of Contents:**

The proposal should be organized in the order contained below.

C. **Executive Summary:**

This section should serve to introduce the scope of the proposal. It should 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 a brief history, corporate structure and organization, 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/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to meet or 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:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts for consideration such as screen mock-ups.

**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.

All proposed staff must spend 100% of their time developing at LDI unless prior approval is granted by the State Project Manager.

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 entrepreneurship 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 entrepreneurs 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
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 entreprenuerships 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 entrepreneurship, 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 entrepreneurship to participate as subcontractors.

Points will be allocated based on the following criteria:

- the number of LaVet and Hudson certified small entrepreneurship 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.

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 entrepreneurship may be obtained from the Louisiana Economic Development Certification System at http://smallbiz.louisianaeconomicdevelopment.com. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network https://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 for providing all services described in the RFP. For informational purposes only, the Proposer shall provide the total estimated number of hours, by classification, for the Proposer’s project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable) on the second page in Attachment III.

The Proposer shall respond to this RFP with a Technical Proposal and a separate and sealed Cost Proposal. NO PRICING information should be included in the Technical Proposal.

I. Certification Statement:

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

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, and two (2) copies on USB flash drives. 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 proposals.

- One (1) Original (clearly marked “Original”) copy of the Cost Proposal. The proposal should be a clearly marked cost proposal and sealed.

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 Louisiana Department of Insurance.

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 APPLICABLE FOR THIS SOLICITATION.

1.14.2 Proposer Inquiries

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

Shannon Gilchrist
RFP Coordinator
P. O. Box 94214
FAX: (225) 342-6324
PHONE: (225) 219-1701
E-Mail: 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 P. M. 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 July 28, 2017 at http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm as well as LDI website www.ldi.la.gov under the Request for Proposals tab.

Only Shannon Gilchrist or her designee 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 Proposer(s);
- 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 Errors 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

State shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at http://wwwprd1.doa.louisiana.gov/OSP/laPAC/pubMain.cfm. It shall be the responsibility of the proposer to check the website for addenda to the RFP, if any.

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 accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

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 this 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 should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP 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 will 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 will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

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

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

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 Contractor in accordance with the Pricing Schedule set forth in Cost Summary, Attachment III, of the proposal. The Contractor will invoice the agency for each Deliverable Phase 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 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) 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

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 subcontractor 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, 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 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 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 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 Secretary of State of Louisiana. If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.
PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work

Contractor will provide development services to incorporate the current ICS, Purchasing Database and Equipment Sign Out functionality into the LDI’s MFS. The new MFS functionalities shall be developed using the latest LDI Software Development Standards.

A working alliance with the various divisions of the LDI is essential to the completion of the project. Direct input from all pertinent LDI divisions into the business rules, appearance of web pages and the overall functionality of the modules that comprises the application system must be made a part of your project plan for the successful completion of this project. Interviews, demonstrations, user beta testing, and training must be conducted onsite at the Poydras Building. All other work on the project will be performed solely on the LDI servers via a secured Virtual Private Network (VPN) or Virtual Desktop Interface (VDI) that may be provided by the LDI for the Contractor’s use. Source code, publishing and testing reviews, during the project, will be demonstrated to the LDI programming staff at regular intervals after coding has commenced.

The phases of the project will be fully documented in the Scope of Work and Deliverables section of the Statement of Work. The LDI contacts for this information will be the divisions that pertain directly to the module and the IT Division. Documentation will detail the scope of the module, business rules associated with the module, and the principal users of the module as part of the development phase of the project submitted to the State Project Manager, or his designee, before the start of any module for approval. Authorization from the divisions participating in the module must be in writing and accompany the documentation to the State Project Manager, or his designee. The Contractor will have full access to staff and any resources as required for the fulfillment of this part of the project.

ICS, Purchasing and the MFS applications are located inside the LDI network. There are some external web applications that interface with these internal systems that are accessible through the LDI website on the DMZ. A firewall secures it from direct contact to the LDI network. This zone is known as the LDI DMZ and includes the LDI website.

Transport of information from the DMZ and the LDI network resources will be part of this project. The Contractor shall cooperate with LDI Application Maintenance and Network Infrastructure Contractors to maintain continuity, security, and conformity to the accepted development plans of the LDI. The Contractor must provide all necessary personnel to complete the project, including database and web development personnel, and the overall project must fit seamlessly into LDI current MFS website, software, and server.

All source code for the web pages, software and custom assemblies developed for the project are the sole property of the State of Louisiana and the Louisiana Department of Insurance to use any way they choose, and all requirements of the LDI Software Development Standards must be followed. See the following link for the Software Development Standards: www.ldi.la.gov and click on the Request for Proposal tab. Any desired deviations from these standards must be changed as indicated in the standards.
2.2 Tasks and Services

Creation of the ICS, Purchasing and IT Equipment Check-In/Check-Out functionality inside the MFS that are integrated and displayed through MFS User Interface that maintains the current portals look and feel.

Some forms in LDI current system are fillable web forms, some are fillable Microsoft Office forms and some are hand-written and uploaded into the applicable workflow.

Creation of web forms, for processes that at this time do not exist due to not having a Workflow System formalizing them.

Discovery and interviews with key stakeholders to document business rules, business processes, data that needs to be captured that will be used for the creation of the workflows and web forms.

Creation of dashboards, key performance indicators and other reports required by the Department.

Administrative panels based on users active directory permissions so that each workflow will have an administrator from the applicable division to manage the requests entered, re-assignments and duties.

All forms created, both new and old, which are used in this new system shall be web fillable forms that store the information in the pertinent databases. Forms that do not require wet signatures must allow for the insertion of jpeg signatures or equivalent technology as part of the proposal.

2.3 Deliverables

All documentation shall be provided to the State Project Manager, or his designee, in electronic form, and in writing, with all required signatures of the Contractor and LDI staff, according to the module being reported. Documents required for this project are listed below. For the Software Development Lifecycle, the LDI uses a hybrid approach for tracking of the overall project and the execution of the actual work. The LDI uses a phased waterfall approach combined with Project Management Institutes (PMI) process groups for the overall management of the project. Agile methodologies are utilized within the phases for project execution and actual work performed, especially during software development. Since Agile is a collection of numerous practices and methodologies combined with an assortment of tools that are dependent on the goals, circumstances, scope and complexity of the project, we use the Disciplined Agile Delivery (DAD) framework. DAD builds on the many practices espoused by advocates of agile software development, including Scrum, Agile Modeling, Lean software development, Extreme Programming, Kanban and others. We have used this combined approach with great success in numerous past projects.

- Phase 1 – Project Definition, Planning and initial screen mock-ups: Deliverables include written summaries of interviews or meetings with the LDI staff with verification by LDI staff present, the scope document, requirement document, business rules, initial screen mock-ups and principal users of an enhancement or re-design process before the initiation of the module. These documents must be signed by the product
stakeholder/designee and the State Project Manager, or his designee.

- **Phase 2 – Security, Database Paradigm and Application Prototype:** Deliverables include the login process, security paradigm and application prototype with appropriate approval of the State Project Manager, or his designee, and the method used to connect to the LDI developed application and any database schemas and source code used to form that connection.

- **Phase 3 – Alpha Testing and Initial Help Manual:** First alpha program to be used for internal IT and division testing. Deliverables include test plans and results. Test plans must be approved by the State Project Manager, or his designee. Test plans must be developed with the product stakeholder/designee and load testing must be included in the test plan. Deliverables also include the initial online help manual with tutorials script and graphics that must be approved by the State Project Manager, or his designee. The online help manual will provide instructions with screenshots and written direction for a user to perform tasks within the system.

- **Phase 4 – Module Specific Beta Testing and updated Help Manual:** Final Beta program for testing by LDI staff. Deliverables include test plans and results. Test plans must be approved by the State Project Manager or his designee. Test plans must be developed with the product stakeholder/designee and load testing must be included in the test plan. Deliverables also include the online help manual with tutorials script and graphics that must be approved by the State Project Manager, or his designee. The online help manual will provide instructions with screenshots and written direction for a user to perform tasks within the system.

- **Phase 5 – Production Application, User Acceptance Testing based on the production online Help Manual:** Deliverables include source code, all documentation for the source code, the final online help manual with tutorials script and graphics and the training manual and handouts for User Acceptance Testing based on the online help manual and approval by the product stakeholder/designee of each module and the State Project Manager, or his designee.

- **Phase 6 – Training of LDI Staff and Final Online Help Manual:** The Contractor will train all appropriate LDI staff on an individual basis, no training the trainer, in a classroom setting including all necessary handouts inside the LDI building. Deliverables will be a staff signoff sheet with a signature of each staff that took the training course.

- Weekly written status reports on the progress of the project.
- Delivery of all Source code that must be kept in the LDI designated format, location, and method.
- Bi-weekly code review, as required by LDI, will take place at the Poydras Building with the LDI Programming staff and other LDI staff.
- A detailed billing invoice must be presented for payment that describes the phase of the project and deliverable with the appropriate approvals.

The Contractor will present a detailed billing invoice for payment that describes the phase of the project being invoiced and deliverables with the appropriate approvals required by the phase of the
project. The work sheets may be submitted electronically to the State Project Manager, Mr. Lonnie Richardson or his designee Mr. Gabriel Tate and Mr. Bruce Matlock, Jr.

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 of IT requests completed in the week and 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

- LDI will provide, if available, office space, furniture, LAN and internet connection, Internal E-mail connection, use of state standard desktop office software (e.g., Microsoft Office 2013, Visio 2013 Pro, Microsoft Project, etc.), network printers and/or copiers, telephones, and access to servers running the Department’s website, web database and the development servers.
- Application system will be developed using software and standards of the LDI Software Development Standards. See the following link for the Software Development Standards: www.ldi.la.gov and click on the Request for Proposal tab. Any desired deviations from these standards must be changed as indicated in the standards.
2.5 Scope of Work Elements

2.5.1 Project Management Requirements

The Project Manager will be fully dedicated to the Duty of Project management. When the individual is acting in the capacity of the Project Manager Role that individual will not perform other job duties.

Provide Project Work Plan - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify activities/tasks to be performed, project personnel requirements, both State and Contractor, estimated workdays/personnel hours to complete, and 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 Project Manager before project payments are made.

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

B. Provide Time Sheets - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Manager indicating effort expended and work performed by each member of its, or its subcontractor’s, 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.

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

2.5.2 Project Requirements

The following is documentation on the work that needs to be performed:

MFS Specific Requirements

1. Workflow Statuses (Not Started, Draft, In progress, Cancelled, Complete, Approved, Denied, Deferred) are assignable by business process requirements.
2. Must be a state machine workflow comprised of the classes in the state machine runtime: state machine, state and transition.
3. The following state machine must allow for the following transitions
   a. State - The basic unit that composes a state machine. A state machine can be in one state at any particular time.
   b. Entry Action - An activity executed when entering the state
c. Exit Action - An activity executed when exiting the state
d. Transition - A directed relationship between two states, which represents the complete response of a state machine to an occurrence of an event of a particular type.
e. Shared Transition - A transition that shares a source state and trigger with one or more transitions, but has a unique condition and action.
f. Trigger - A triggering activity that causes a transition to occur.
g. Condition - A constraint which must evaluate to true after the trigger occurs in order for the transition to complete.
h. Transition Action - An activity which is executed when performing a certain transition.
i. Conditional Transition - A transition with an explicit condition.
j. Self-transition - A transition which transits from a state to itself.
k. Initial State - A state which represents the starting point of the state machine.
l. Final State - A state which represents the completion of the state machine.

4. The Employee’s SID in Active Directory will be used as the Primary Identifier in place of the User name when needed to relate to Tasks, Workflows, User Actions, et cetera.

5. The Groups SID in Active Directory will be used as the Primary Identifier in place of the Group name when needed to relate to Tasks, Workflows, User Actions, et cetera.

6. Must be Employee Centric. This means that every action in the system is related to the EmploySSID.

7. Ability to take a system snapshot for budgeting reconciliations. Dates needed to track multiple field dates such as approvals, payments, effective vs actual, fiscal year, and grant year.

8. Requestors must be able to select the State Object code of what they are requesting
9. Billing and Coding must be able to edit Object codes and assign the sub-object code, organization code, activity code and function code.

10. Real time data and reporting dash boards
11. Reports that are good for purchasing, auditing, accounting and management.
12. Administrators of a workflow must have the ability to add/change/delete information available in drop downs, as needed.
13. Workflows should be easily re-assignable by Active Directory Manager, Manager’s Manager and the Manager Chain all the way to the top.

14. Ability for workflows to go to another Position like Chief Deputy Commissioner for approval instead of their Active Directory listed Manager. This is mostly for Unclassified Positions.

15. Flexible Business Rules
16. Software must accommodate change
17. Must match how employees work
18. Must be able to enforce LDI procedures
19. Must be easy to use
20. Workflow must be able to communicate the state of the workflow and data from the perspective of multiple divisions. Examples: The workflow initiator, approvers, Budgeting, Finance, Purchasing and Supply.

21. All workflows will start with a workflow specific ID
22. This workflow ID must relate to the User in Active Directory to include the Employees Personal Number that they are assigned
Any user information required for any form and request must come from Active Directory only.

There must be a Change log to log all steps and Employee Actions, Writes and Edits to a Workflow and Form.

Must use a single point API to interact with the different databases and other programs

Wizard and or Dropdown style interface must be used for complicated web forms to divide them into different sections

All web forms and other data entry screens will only use free form data if it is not feasible to limit to system only choices.

For each step in the workflow the system must allow notifications to different groups on the different transitions and statuses of the workflow as required.

Current supply request have a limit of 10 items. Users request that this should be unlimited.

Supply drop down list should allow you to search items while typing.

Purchasing Director audits each supply request.

Deputy Commissioners and above route goes to Chief of Staff.

Toner should only be allowed by purchasing liaison.

The order form should be redesigned and modernized. Especially the drop down menus that try to auto complete or combo box your selection.

The app has its own Program Access management page

Ability to merge multiple orders into one order

Reminders for items being in the que more the x number of days until the item is either approve or deny.

Every decision step should allow for comments and attachments

We need to review the UI to request non stock items. There are too many web pages.

Forms that are being used or very old and the information they ask for can be obsolete such as the stamper request form. We need to do a review of all forms

Forms should prepopulate specified fields

Administrators of a workflow must have the ability to add/change/delete information available in drop downs (as needed)

Must be viewable in the “My Tasks” user dashboard of all currently assigned items. This dashboard allows for the ability of the user to view all tasks assigned and completed tasks on the same screen but in two separate grids.

State Budget Code Requirements

- Object Codes
- Sub Object Codes, as required
- Organizational Codes
- Activity Codes
- Function Codes

Current ICS Workflows and Features

This is the current capability of ICS. The new system shall be able to support not only the current functionality but also enhance the technology to support the requirements in this document and the LDI Software Development Standards. The new workflows need to support around 5 steps each but the contractor shall meet with the appropriate divisions for their individual requirements.
The ICS System has two workflows. One is the “Normal Work” and the other gets routed to the Deputy Commissioner or Chief of Staff.

ICE Workflows

1. Supply Requests
2. Stampers Requests
3. Business Card Requests
4. IT Purchasing Requests
5. Toner Requests

ICS Features

1. Inventory Level Tracking
2. Max, Min and Quantity in Stock
3. Status of Supply Request
4. Editing of the Purchasing Liaisons
5. Filter on Request ID's
6. Enter Supply Request
7. Email Notifications
8. Uses Levels for Approvals

<table>
<thead>
<tr>
<th>ID and Level Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Purchasing Liaison</td>
</tr>
<tr>
<td>2.</td>
<td>Divisional Approval</td>
</tr>
<tr>
<td>3.</td>
<td>Procurement Specialist - Supervisory</td>
</tr>
<tr>
<td>4.</td>
<td>Budgeting</td>
</tr>
<tr>
<td>5.</td>
<td>Budgeting Approval</td>
</tr>
<tr>
<td>6.</td>
<td>Management and Finance Approval</td>
</tr>
<tr>
<td>7.</td>
<td>Completed</td>
</tr>
<tr>
<td>8.</td>
<td>Chief Deputy Commissioner Approval</td>
</tr>
<tr>
<td>9.</td>
<td>Commissioner Approval</td>
</tr>
<tr>
<td>10.</td>
<td>Procurement Specialist</td>
</tr>
<tr>
<td>11.</td>
<td>Completed</td>
</tr>
<tr>
<td>12.</td>
<td>IT</td>
</tr>
<tr>
<td>13.</td>
<td>Completed</td>
</tr>
<tr>
<td>14.</td>
<td>IT Purchasing Agent</td>
</tr>
<tr>
<td>15.</td>
<td>IT Approval</td>
</tr>
</tbody>
</table>

GUI Interface TABS Descriptions and Fields

1. Products - Tab allows the user to add, edit and remove items and displays the following fields:
   - Product Name
   - Unit of Measure
2. Supply Requests - Tab allows the user to filter requests and displays the following fields:
   - Request ID
   - Request Date
   - Purchasing Liaison
   - Division
   - Request Type
   - Status
   - Completed Date
   - Attachments Check Box

3. Stampers Requests – Tab allows the user to filter requests and displays the following fields:
   - Request ID
   - Request Date
   - Purchasing Liaison
   - Division
   - Request Type
   - Status
   - Completed Date

4. Business Cards Requests – Tab allows the user to filter requests and displays the following fields:
   - Request ID
   - Request Date
   - Purchasing Liaison
   - Division
   - Status
   - Completed Date

5. Program Access - Tab allows program roles to be assigned based on division and displays the following fields:
   - Purchasing Liaison
   - Approval Authority
   - Procurement Specialist - Supervisory Access
   - Procurement Specialists

6. IT Purchasing Requests – Tab allows the user to filter requests and displays the following fields:
   - Request ID
   - Request Date
   - Purchasing Agent
- Requestor
- Status
- Vendor
- Category
- Notes
- Completed Date
- Attachments Check Box

7. Toner - Tab allows the user to add, edit and remove items and displays the following fields:
   - Printer Brand
   - Printer Model
   - Toner
   - Item Number
   - Quantity in Stock
   - Minimum Quantity
   - Maximum Quantity
   - Notes

8. Toner Requests – Tab allows the user to filter requests and displays the following fields:
   - Request ID
   - Request Date
   - Purchasing Liaison
   - Division
   - Printer Type
   - Name
   - Status
   - Completed Date
Current ICS Screenshots

Welcome to the Supply Request Automated Tool

Please choose the division for which you are ordering supplies.
Commissioner - Administrative

Submit
Louisiana Department of Insurance  
Request for Supplies and Office Equipment

Gabe Tate  
12/6/2016 1:19:10 PM  
Commissioner - Administrative  
Office of the Commissioner  
2253420430

You must provide a Product Description for every requested item. The Unit of Measure describes how the item is contained (e.g., box, ream, tube). The Requesting Employee is the person the item is for. For Normal Requests, the item # should be filled in automatically by the inventory database. For Special Requests, you must enter the item # manually. The Quantity shows how many units you would like to order (e.g., if the Unit of Measure is a box that contains 12 items, then if you enter 1 for Quantity, you will receive 12 items). You cannot order fewer items than are contained in that unit.

- Normal Request
- Request for Deputy Commissioner or Chief of Staff

In Stock Form  
Special Request Form  
Stamper Request Form  
Business Cards Request Form  
Toner Request Form
Current ICS Forms

In the current ICS system there are five forms: In Stock Form, Special Request Form, Stamper Request Form, Business Cards Request Form and the Toner Request Form. Screen shots of all these forms will be displayed below. The proposed new form shall, at a minimum, have the same functionality as the forms listed below. The proposer shall provide mockups of how they will improve upon LDI current forms and also use LDI software developer standards.

In Stock Form

Louisiana Department of Insurance
Request for Supplies and Office Equipment

Request for Supplies and Office Equipment

Gabe Tate
12/6/2016 11:51:19 AM
Commissioner - Administrative
Office of the Commissioner
2253420430

You must provide a Product Description for every requested item. The Unit of Measure describes how the item is contained (ex: box, ream, tube). The Requesting Employee is the person the item is for. For Normal Requests, the Item # should be filled in automatically by the Inventory database. For Special Requests, you must enter the Item # manually. The Quantity shows how many units you would like to order (ex: if the Unit of Measure is a box that contains 12 items, then if you enter 1 for Quantity, you will receive 12 items). You cannot order fewer items than are contained in that unit.

Normal Request
Request for Deputy Commissioner or Chief of Staff

Description of Item
Binder Clips, Large

Unit of Measure
Box (Read-only)

Item Number
ACC72100 (Read-only)

Requesting Employee

Quantity

Add
Special Request Form

Louisiana Department of Insurance
Special Request Form

Request for Supplies and Office Equipment

Gabe Tate
12/8/2016 12:02:34 PM
Commissioner - Administrative
Office of the Commissioner
2253420430

You must provide a Product Description for every requested item. The Unit of Measure describes how the item is contained (ex. box, ream, tube). The Requesting Employee is the person the item is for. For Special Requests, you must enter the Item # manually. The Quantity shows how many units you would like to order (ex. if the Unit of Measure is a box that contains 12 items, then if you enter 1 for Quantity, you will receive 12 items). You cannot order fewer items than are contained in that unit.

☐ Normal Request
☐ Request for Deputy Commissioner or Chief of Staff

Description of Item
Unit of Measure
Item Number
Requesting Employee
Quantity

File Uploads: Please attach required documentation or item descriptions, if necessary.

☐ Select ☒ Remove

Add Delete
Stamper Request Form

Gabe Tate  
12/8/2016 12:08:31 PM  
Commissioner - Administrative  
Office of the Commissioner  
2253420430

Please fully complete this form. Do not forget to attach the jpg/gif file example as to how you would like the stamp to look, if necessary.

☐ Normal Request  
☐ Request for Deputy Commissioner or Chief Deputy Commissioner

Requestor Name:  
Phone #:  
Quantity:  
Ink Color:  
Request Type:  

Stamper Text:

Submit
Business Cards Request Form

Gabe Tate
12/6/2016 12:14:14 PM
Commissioner - Administrative
Office of the Commissioner
2253420430

Please fully complete this form.

☐ Normal Request
☐ Request for Deputy Commissioner or Chief Deputy Commissioner ( )

For Additional Help Please Call:

General Information Number..............................(800) 259-5300
or (225) 342-5900, 342-0895

Senior Health Insurance Information Program...............(225) 342-5301

Agents Licensing...........................................(225) 342-6660

Company Licensing.........................................(225) 342-1251

Insurance Rating............................................(225) 342-5205

Fraud Investigation...........................................(225) 342-6966

Property & Casualty...........................................(225) 342-1258

Life & Annuity...............................................(225) 342-1226

Health Compliance Division.................................(225) 219-4770

www.lf.insure.la

Line 1: 
Line 2: 
Line 3: 
Line 4: 
Line 5: 1702 N. Third Street (70802)
Line 6: P.O. Box 94214
Line 7: Baton Rouge, LA 70804-9214
Line 8: 
Line 9 (Phone): ###-###-#### format, i.e. 225-342-5900
Line 10 (Fax): ###-###-#### format, i.e. 225-342-5900
Line 11 (Email): 

Submit
Toner Request Form

Gabe Tate
12/6/2016 12:17:07 PM
Commissioner - Administrative
Office of the Commissioner
2253420430

Please fully complete this form.

- Normal Request
- Request for Deputy Commissioner or Chief of Staff

Printer Type:
- Network
- Personal

Printer Name: p.256

Printer Brand: HP

Printer Model: DesignJet 772

- HP 772 Toner - Black
- HP 772 Toner - Yellow
- HP 772 Toner - Light Magenta
- HP 772 Toner - Light Cyan
- HP 772 Toner - Photo Black
- HP 772 Toner - Light Gray
- HP 772 Toner - Matte Black
- HP 772 Toner - Cyan
Current Equipment Signed Out Application

Not shown in this screen shot are three forms that allow you to sign and get approval to be issued aircards, IPad and a generic portable equipment sign out form.
Current Purchasing Application
Current MFS Screen Shots

Human Resources
Welcome to the Employee Portal. Please use the following links to navigate within the program. At any time, you may return to a previously viewed screen by clicking on the name of the screen in the navigation bar at the top of the screen.

My Human Resources Forms
- Employee Contact Information
- Head of Household Form
- COOP Form

Human Resources Policies and Forms
- Human Resource Policies
- Human Resource Forms

Employee Suggestions
### My Refund Request Tasks

<table>
<thead>
<tr>
<th>My Tasks</th>
<th>My History</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Current Workflow Tasks</td>
<td>No Current Workflow History</td>
</tr>
<tr>
<td>Task Id</td>
<td>Task</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
<tr>
<td>Ty06</td>
<td>Travel Authorization Draft</td>
</tr>
</tbody>
</table>

- **My Tasks**
- **Reference #**: TA1700000020 to TA1700000079
- **Requester**: Various names
- **Date Created**: Various dates from 11/02/2016 to 12/30/2016

- **My History**
- **Reference #**: TA1700000026 to TA1700000047
- **Requester**: Various names
- **Date Created**: Various dates from 12/02/2016 to 12/28/2016
Future MFS Concept

The below mockup is a conceptual design of the functionality that will be required in the future of LDI MFS. The portal can act as an Extranet and will act as an Intranet for LDI Employees. The middle display in the webpage will be what the user clicks on the left sidebar which is subject driven. Looking at the sidebar the user can see they have 13 new tasks in the MFS System. The portal combines both organizational structure and employee function into one user interface.
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:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>MAXIMUM SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Company Background and Experience</td>
<td>20</td>
</tr>
<tr>
<td>2. Approach and Methodology</td>
<td>20</td>
</tr>
<tr>
<td>3. Staff Qualifications</td>
<td>25</td>
</tr>
<tr>
<td>4. Hudson/Veteran Small Entrepreneurship Program</td>
<td>10</td>
</tr>
<tr>
<td>5. Cost</td>
<td>25</td>
</tr>
<tr>
<td><strong>TOTAL SCORE</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

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.

\[ BCS = \frac{LPC}{PC} \times 25 \]

Where:

- \( BCS \) = Computed cost score (points) for proposer being evaluated
- \( LPC \) = Lowest proposed total cost of all proposers
- \( PC \) = Total cost of proposer being evaluated
PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

All work for the contract will be performed onsite at the Poydras Building, 1702 North Third Street, Baton Rouge, LA 70802 using only LDI Software and Equipment. 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, the Contract Supervisor is notified and agrees. In the case of a natural or man-made disaster, the Contractor and Contract Supervisor will communicate to determine the level of service that is required from the Contractor in this period and if the Poydras Building is not available, the Contractor’s staff will be able to work from a location that is agreeable to both parties.

4.2 Performance Measurement/Evaluation

Performance evaluation will be based upon the Contractor meeting the 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 requirement 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 or distributor 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

LOUISIANA DEPARTMENT OF INSURANCE MANAGEMENT & FINANCE SYSTEM

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 LOUISIANA DEPARTMENT OF INSURANCE MANAGEMENT & FINANCE SYSTEM. A copy of the Louisiana Department of Insurance's Software Development Standards can be found at:

Letter of Understanding

Louisiana Department of Insurance Management & Finance System

(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 Management & Finance System.

We have read the Louisiana Department of Insurance’s Software Development Standards and will require LDI 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 Louisiana Department Management & Finance System 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)
Louisiana Department of Insurance
Management & Finance System

COST SUMMARY

<table>
<thead>
<tr>
<th>Deliverable Phase</th>
<th>Cost per Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 – Project Definition &amp; Planning</td>
<td>$_________</td>
</tr>
<tr>
<td>Phase 2 – Security &amp; Database Paradigm</td>
<td>$_________</td>
</tr>
<tr>
<td>Phase 3 – Alpha Testing &amp; Initial Help Manual</td>
<td>$_________</td>
</tr>
<tr>
<td>Phase 4 – Module Specific Beta Testing</td>
<td>$_________</td>
</tr>
<tr>
<td>Phase 5 – Production Application</td>
<td>$_________</td>
</tr>
<tr>
<td>Phase 6 – Training of LDI Staff</td>
<td>$_________</td>
</tr>
<tr>
<td><strong>TOTAL COST:</strong></td>
<td>$_________</td>
</tr>
</tbody>
</table>

* Resulting contract will be a fixed-fee based contract that is payable by accepted deliverable on the cost per phase shown above.
CONTRACTOR PERSONNEL

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Role</th>
<th>Expected # of hours</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________________</td>
<td>___________________________</td>
<td>____________________</td>
<td>______</td>
</tr>
<tr>
<td>__________________</td>
<td>___________________________</td>
<td>____________________</td>
<td>______</td>
</tr>
<tr>
<td>__________________</td>
<td>___________________________</td>
<td>____________________</td>
<td>______</td>
</tr>
<tr>
<td>__________________</td>
<td>___________________________</td>
<td>____________________</td>
<td>______</td>
</tr>
<tr>
<td>__________________</td>
<td>___________________________</td>
<td>____________________</td>
<td>______</td>
</tr>
<tr>
<td>__________________</td>
<td>___________________________</td>
<td>____________________</td>
<td>______</td>
</tr>
<tr>
<td>__________________</td>
<td>___________________________</td>
<td>____________________</td>
<td>______</td>
</tr>
<tr>
<td>__________________</td>
<td>___________________________</td>
<td>____________________</td>
<td>______</td>
</tr>
<tr>
<td>__________________</td>
<td>___________________________</td>
<td>____________________</td>
<td>______</td>
</tr>
<tr>
<td>__________________</td>
<td>___________________________</td>
<td>____________________</td>
<td>______</td>
</tr>
<tr>
<td>__________________</td>
<td>___________________________</td>
<td>____________________</td>
<td>______</td>
</tr>
<tr>
<td>__________________</td>
<td>___________________________</td>
<td>____________________</td>
<td>______</td>
</tr>
</tbody>
</table>

*This is for informational purposes only. The contract is a phase deliverable contract.*
STATE OF LOUISIANA

CONTRACT

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

1.0 SCOPE OF SERVICES

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

1.1 CONCISE DESCRIPTION OF SERVICES

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

1.2 COMPLETE DESCRIPTION OF SERVICES

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

Attachment I - Statement of Work
Attachment II - Hardware/Software Environment
Attachment III - Contractor Personnel and Other Resources
Attachment IV - State Furnished Resources

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

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

2.2 WARRANTIES

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

A. Period of Coverage. The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate (spell-out) (n) months thereafter.
B. *Free from Defects.* Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.

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

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

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

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

2.3 *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.

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

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

B. Provide Project Work Plan - Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify: activities/tasks to be performed, project personnel requirements (both State and Contractor), estimated workdays/personnel hours to complete, expected start and completion dates. Scheduled completion dates for each deliverable shall specifically be included. Written concurrence of both parties will be required to amend the Work Plan. The Project Work Plan shall be approved by the State before project payments are made.
C. Provide Project Progress Reports - Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the State, no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance since the preceding report, including the products delivered, descriptions of problems encountered with a plan for resolving them, the work to be accomplished in the coming reporting period, and identifying issues requiring management attention, particularly those which may affect the scope of services, the project budget, or the deliverables to be provided by the Contractor. Each report shall identify activities by reference to the Project Work plan.

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

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

3.4 QUALITY ASSURANCE REVIEWS

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

3.5 CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

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

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

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

D. Other Resources. Contractor will provide other resources as specified in Attachment III.
3.6 STATE PROJECT DIRECTOR

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

3.7 STATE FURNISHED RESOURCES

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

3.8 STATE STANDARDS AND GUIDELINES

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

3.9 ELECTRONICALLY FORMATTED INFORMATION

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

4.0 ACCEPTANCE OF DELIVERABLES

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

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

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

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

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, State hereby agrees to pay to Contractor a maximum fee of $ . 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: Payment by Phase.**

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 phases. Certain phases have been identified as payment phases. (see below).

**Payment Schedule**

State has identified certain tasks as phases. Phases are those which represent the completion of major milestones of the project. Phases are as follows:

- $000.00 Phase 1 – Project Definition & Planning
- $000.00 Phase 2 – Security & Database Paradigm
- $000.00 Phase 3 – Alpha Testing & Initial Help Manual
- $000.00 Phase 4 – Module Specific Beta Testing
- $000.00 Phase 5 – Production Application
- $000.00 Phase 6 – Training of LDI Staff

Payments are predicated upon successful completion and written approval by the State of the described phases 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 phase and receipt of an invoice. State will make every reasonable effort to make payments within 25 work days of the receipt of invoice.

6.0 TERMINATION

6.1 TERMINATION FOR CAUSE

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

6.2 TERMINATION FOR CONVENIENCE

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

7.0 REMEDIES FOR DEFAULT

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA – R.S. 39:–1672.2-1672.4.

8.0 REMEDIES FOR DEFAULT

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 State Procurement, 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:

<table>
<thead>
<tr>
<th>Examples of Deliverables</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Assessment</td>
<td>Provide Technical Assessment. Contractor will review those areas of the State's data processing environment; such as: standards and guidelines, development tools, technical resources, hardware capacities, software supported, networks, facilities, specified arrangements, etc. related to the Statement of Work to be provided; and, if warranted, prepare a memorandum identifying areas where, in Contractor's opinion, the State's technical environment may materially impair Contractor from successfully completing the Contract. The Project Environment memorandum, if prepared, shall be submitted prior to delivery of the Project Work Plan.</td>
</tr>
<tr>
<td>Information Planning</td>
<td>Provide Information Planning. 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</td>
</tr>
</tbody>
</table>
A 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.

<table>
<thead>
<tr>
<th>Functional Systems Requirements</th>
<th>Provide <em>Functional System Requirements</em>. 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.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Design/Technical Architecture Report</td>
<td>Provide <em>Technical Design/Technical Architecture Report</em>. 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.)</td>
</tr>
<tr>
<td>Demonstration Model or Prototype</td>
<td>Provide <em>Demonstration Model</em>. Contractor will develop a demonstration model or prototype of the system as a &quot;proof of concept&quot; for key components in the functional and technical design.</td>
</tr>
<tr>
<td>Implementation Planning Report</td>
<td>Provide <em>Implementation Planning Report</em>. 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, &quot;going live&quot;, 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.</td>
</tr>
<tr>
<td>Programming/Custom Modifications</td>
<td>Provide <em>Programming/Custom Modifications</em>. 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.</td>
</tr>
<tr>
<td>Software Installation</td>
<td>Provide <em>Software Installation</em>. 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</td>
</tr>
<tr>
<td>Service</td>
<td>Description</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Systems Test and Acceptance Test Support</strong></td>
<td>Provide <em>Systems Test and Acceptance Test Support</em>. 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.</td>
</tr>
<tr>
<td><strong>Interface Testing</strong></td>
<td>Provide <em>Interface Testing</em>. 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.</td>
</tr>
<tr>
<td><strong>Implementation Support</strong></td>
<td>Provide <em>Implementation Support</em>. 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 <em>Training Delivery</em>. Contractor will provide xxx (nn) training days of instructor training for delivering the ILT course to State personnel as described in the Implementation Plan.</td>
</tr>
<tr>
<td><strong>Training Materials</strong></td>
<td>Provide <em>Training Materials</em>. This includes: all Instructor Lead Training (ILT) materials; Computer Based Training (CBT) materials; and application student guides as described in the Implementation Plan.</td>
</tr>
<tr>
<td><strong>Documentation</strong></td>
<td>Provide <em>Documentation</em>. 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.</td>
</tr>
<tr>
<td><strong>WWW Presence</strong></td>
<td>Provide <em>WWW Presence</em>. 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.</td>
</tr>
<tr>
<td><strong>Post Implementation Support</strong></td>
<td>Provide <em>Post Implementation Support</em> to the State after the implementation of the system. Contractor will provide xxx (n) qualified staff for XXX month following implementation.</td>
</tr>
<tr>
<td><strong>Change Control</strong></td>
<td>Provide <em>Change Control</em>. 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.</td>
</tr>
<tr>
<td><strong>Final Project Report</strong></td>
<td>Provide <em>Final Project Report</em>. 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.</td>
</tr>
</tbody>
</table>
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:

<table>
<thead>
<tr>
<th>Name/Company</th>
<th>Responsibilities</th>
<th>Classification</th>
<th>Rate</th>
<th>Expected Duration</th>
</tr>
</thead>
</table>

[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 contract for this contract on behalf of the State.

2.0 TECHNICAL STAFF

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

3.0 FUNCTIONAL STAFF

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

4.0 OFFICE FACILITIES

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

5.0 COMPUTER FACILITIES

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation
   Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of $1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability
   Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of $1,000,000 and a minimum general annual aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability
   Automobile Liability Insurance shall have a minimum combined single limit per accident of $1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

4. Professional Liability (Errors and Omissions)
   Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

5. Cyber Liability
   Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.
B. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. **OTHER INSURANCE PROVISIONS**

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

1. **Commercial General Liability and Automobile Liability Coverages**
   
a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
   
b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. **Workers Compensation and Employers Liability Coverage**

   To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. **All Coverages**
   
a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
   
b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
   
c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
   
d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. **ACCEPTABILITY OF INSURERS**

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A:-VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. 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 and upon any contract renewal or insurance policy renewal thereafter.

2. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

3. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor’s Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the Parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The Parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The Parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies,
Boards, Commissions, its officers, agents, servants, employees and volunteers.

2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor’s responsibility for the handling of and expenses for all claims.