

REQUEST FOR PROPOSALS

for

LOUISIANA DEPARTMENT OF INSURANCE

**RE-ENGINEERING OF THE ATTORNEY REPOSITORY TRACKING SYSTEM AND
ENGINEERING OF THE REGULATORY ACTIONS ENFORCEMENT MODULE**



RFP #:3000010965

Proposal Due Date/Time: October 22, 2018 by 3:00 PM CDT

**State of Louisiana
Department of Insurance**

September 21, 2018

Table of Contents

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION	6
1.1 Purpose	6
1.2 Background	6
1.3 Goals and Objectives.....	10
1.4 Term of Contract.....	11
1.5 Definitions.....	11
1.6 Schedule of Events.....	12
1.7 Proposal Submittal.....	12
1.8 Qualification for Proposer.....	13
1.8.1 Mandatory Qualifications:	13
1.8.2 Desirable Qualifications:	14
1.9 Proposal Response Format	15
1.9.1 Cover Letter.....	15
1.9.2 Table of Contents	15
1.9.3 Executive Summary.....	16
1.9.4 Company Background and Experience	16
1.9.5 Approach and Methodology	16
1.9.6 Proposed Staff Qualifications.....	17
1.9.7 Veteran and Hudson Initiative Programs Participation	17
Cost Proposal	20
1.9.8	20
1.9.9 Certification Statement.....	20
1.10 Number of Copies of Proposals	20
1.11 Technical and Cost Proposals.....	20
1.12 Legibility/Clarity	20
1.13 Confidential Information, Trade Secrets, and Proprietary Information	20
1.14 Proposal Clarifications Prior to Submittal.....	21
1.14.1 Pre-proposal Conference	21
1.14.2 Proposer Inquiries	21
1.14.3 Blackout Period	22
1.15 Error and Omissions in Proposal.....	23

1.16	Changes, Addenda, Withdrawals.....	23
1.17	Withdrawal of Proposal	23
1.18	Waiver of Administrative Informalities.....	23
1.19	Proposal Rejection/RFP Cancellation.....	23
1.20	Ownership of Proposal.....	23
1.21	Cost of Offer Preparation.....	24
1.22	Taxes	24
1.23	Determination of Responsibility	24
1.24	Use of Subcontractors.....	25
1.25	Prohibition of Discriminatory Boycotts of Israel.....	25
1.26	Acceptance of Proposal Content.....	25
1.27	Evaluation and Selection.....	25
1.28	Best and Final Offers (BAFO).....	25
1.29	Contract Award and Execution	26
1.30	Notice of Intent to Award	26
1.31	Right to Prohibit Award.....	27
1.32	Insurance Requirements for Contractors	27
1.32.1	Contractor's Insurance.....	27
1.32.2	Minimum Scope and Limits of Insurance.....	27
1.32.3	Deductibles and Self-Insured Retentions.....	28
1.32.4	Other Insurance Provisions.....	28
1.32.5	Acceptability of Insurers	29
1.32.6	Verification of Coverage.....	29
1.32.7	Subcontractors.....	30
1.32.8	Workers Compensation Indemnity.....	30
1.33	Indemnification and Limitation of Liability	30
1.34	Payment	32
1.34.1	Electronic Vendor Payment Solutions.....	32
1.35	Termination.....	32
1.35.1	Termination of the Contract for Cause	32
1.35.2	Termination of the Contract for Convenience.....	32
1.35.3	Termination for Non-Appropriation of Funds.....	33
1.36	Assignment.....	33

1.37	Right to Audit	33
1.38	Civil Rights Compliance	33
1.39	Record Ownership.....	34
1.40	Entire Agreement/ Order of Precedence.....	34
1.41	Contract Modifications	34
1.42	Substitution of Personnel	34
1.43	Governing Law	34
1.44	Claims or Controversies	34
1.45	Code of Ethics.....	35
1.46	Corporate Requirements	35
SCOPE OF WORK/SERVICES		35
1.47	Scope of Work.....	35
1.48	Tasks and Services.....	36
File upload enhancements:.....		37
•	Drag and drop files.....	37
•	Multi-file / file format upload	37
•	Ability to select a category when uploading files to help with document search.....	37
•	Ability to upload files and comments to closed cases.....	37
1.49	Deliverables.....	54
1.50	Technical Requirements.....	56
1.51	Project Requirements	56
1.51.1	Project Management Requirements.....	56
1.52	Evaluation	57
PERFORMANCE STANDARDS.....		59
1.53	Performance Requirements.....	59
1.54	Performance Measurement/Evaluation/Monitoring Plan	59
1.54.1	Performance Measures/Evaluation:	59
1.54.2	Monitoring Plan:	60
1.55	Veteran and Hudson Initiative Programs Reporting Requirements	60
ATTACHMENT I: CERTIFICATION STATEMENT		61
ATTACHMENT II: ELECTRONIC VENDOR PAYMENT SOLUTION.....		63
ATTACHMENT III: LETTER OF UNDERSTANDING.....		64
ATTACHMENT V: COST SUMMARY		66

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FOR
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PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing the services to re-engineer the Attorney Repository and Tracking System (ARTS) as a Legal module with enhanced functionality and engineer a Regulatory Actions Enforcement (Enforcement) module. The Enforcement and Legal modules will be fully integrated with the Louisiana Department of Insurance's (LDI) Regulatory Management System (RMS) with the same look and feel as the other modules inside the RMS. The Enforcement and Legal modules will also utilize the LDI's Employee Portal's workflow engine and user interface. The new modules functionalities shall be developed using the latest LDI Software Development Standards, which can be found at <http://ldi.la.gov/docs/default-source/documents/publicaffairs/softwaredevelopmentstandards.pdf>.

1.2 Background

ARTS

The LDI currently has in production the Attorney Reporting and Tracking System, which was developed in 2007. The ARTS was first developed to assist the LDI Legal Division and LDI employees with electronically reporting, assigning, tracking and routing of administrative provisions, litigation/hearing and regulatory actions, as well as the associated documents. The system led to more efficient and expedited processing and response times for handling casework.

Over the course of 11 years, the ARTS interface, workflows and databases have expanded and evolved requiring frequent updates and maintenance and has reached a point where added benefit and restructuring is necessary. 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 ARTS was developed using Microsoft Visual Studio Professional 2005, .NET framework 1.1, and other programming tools that were available at the time and has been in operation, in its present format, since 2007. Microsoft Visual Studio Professional 2005 reached the end of its extended support life on April 12, 2016. If applications do not maintain supported standards, workers become less productive and the processes to review and approve complaints, policy forms, and rate filings become more labor intensive.

Examples of the lack of functionality in the ARTS include:

- The inability to tie a specific case or documentation to an entity, due to the ARTS system not being integrated into the RMS;
- The inability to modify workflows and re-assign specific cases in an efficient manner;
- The inability for ARTS users to utilize many features of the RMS (ex: advanced search screen and reporting tools);
- The inability for ARTS to pre populate forms based on data resides in LDI's database.

In addition to the current ARTS workflow and features, the following additional functionality are required:

- Ability to set up role-based permissions and workflows based on Active Directory
- Case based permissions
- Integration with other systems (i.e., RMS, Enforcement and Declaratory Orders)
- Ability to integrate with Microsoft Word & Outlook
- Ability to utilize the Employee Portal's Workflow Engine
- Ability to drag & drop files into specific cases
- Automatic document creation based on case-specific information
- Customizable alerts / "tickler" system
- Built-in and customizable reports

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

ENFORCEMENT

Per the Title 22 Louisiana Insurance Code, the LDI, Division of Fraud, investigates all instances of alleged or suspected fraud committed by or upon insurance agents, brokers and companies. The Fraud Division assists local, state and federal authorities in fraud investigations, as necessary, and cooperates with industry associations and organizations in the investigation and prevention of fraud. The Enforcement Division is part of the Division of Fraud.

Part of the Enforcement Division's job is to receive regulatory action requests from other divisions of the LDI or create a regulatory action themselves, when issues or concerns come up where specific types of regulatory actions may be needed. The Enforcement Division and the LDI's Legal Division heavily interact with each other to determine if certain types of regulatory actions are required and issuing out regulatory actions (Revocations, Suspensions, Fines, etc.).

Currently, the LDI's Enforcement Division manually receives regulatory action requests from other divisions of LDI via email, complaint, etc. Depending upon the type of regulation action, Enforcement tracks and works the regulatory action requests manually in an excel spreadsheet with the following fields:

File	Date Referred	Entity type	Source	Data Base(s) Entered	Status	Conclusion	Assigned
Joe Bob	1/1/2015	Producer	Licensing	EMS, RIRS	Pending Legal	Revocation	Pam

If Legal assistance is needed for a regulatory action, the Enforcement Division will create a case within the ARTS system and an Attorney will be assigned the case. If additional information is needed for the case, Legal and Enforcement will communicate via phone, person or email. Once Legal has typed up a regulatory action (for Revocations, Suspensions, Fines, etc.), they will notify Enforcement and they will update their spreadsheet and update, or enter, the regulatory action in the RMS. Enforcement will manually email the department heads notifying them of the outcome. Enforcement does not close the case until it is entered into the Regulatory Information Retrieval Service (RIRS).

Examples of the lack of functionality in the manual Enforcement process include:

- Ability to track Regulatory Action requests that require the Enforcement Division, in our main line of business system (RMS);
- Ability to integrate with the RMS to pull up case specific information (ex: Complaint information, Entity Information, Regulatory Information);
- Ability to auto generate a regulatory action with existing information in RMS;
- Ability to update the regulatory action section in RMS when the Enforcement case status changes;
- Ability to integrate with the ARTS to allow for efficient and tracked correspondence between the Legal and Enforcement Divisions;
- Ability to integrate with Fiscal to add fines/required fees when needed, and verify that they are properly paid prior to closing out the file;
- Auto generated notification emails;
- Ability to utilize the Employee Portal's Workflow Engine;
- Ability to drag & drop files into specific cases;
- Automatic document creation based on case-specific information;
- Customizable alerts / "tickler" system;
- Built-in and customizable reports and dashboards.

RMS

RMS is the main application that the LDI utilizes to tracks and governs all entities in which the department is legislatively mandated or responsible to regulate.

RMS spans the entire department and most users access it on a daily basis. Every division is touched by the information contained within RMS. Some applications on the department's website also use the information stored in the RMS database, such as Industry Access modules and Consumer Complaints. Department users also rely on the information within the RMS databases in support of their systems which are not directly included within the RMS system.

The system contains the primary functions for several divisions:

- Licensing
- Fiscal
- Financial Solvency
- Revenue Services
- Property & Casualty
- Health and Life
- Consumer Affairs
- SHIP

Key features throughout the RMS:

RMS has numerous built-in canned reports for users to retrieve. The system also has a number of database views which allow key users to directly access the underlying data of the system to create ad-hoc reports tailored to their needs.

RMS includes a set of system preferences which controls many aspects of the system which consist of display properties, auto text, spell check for letters and responses, and document properties.

RMS contains a number of form letters which are automatically generated during the respective business processes. These letters are constructed in such a manner that users can edit and personalize the letters, if required, before the letter is sent to the recipient.

The different components of the RMS system have internal memos and audit functionality which allows the department to compile working notes of the records which can be viewed internally by any users who has proper access.

RMS has the capability to store any type of attachment in association with the records it contains, which includes both binary and blob data. Further, RMS has numerous attachment types which allow users to classify the attachment for ease of searching and use.

RMS is the department's system of record for all data contained within the system and follows the approved Secretary of State and record retention schedule. Records are purged from the system as per the schedule as requested by users.

RMS has a full change log implemented within the underlying SQL database. This change log automatically tracks all changes to a record by how the change was made, whether electronically by the system or by a user, when the change was made, who made the change and what was the change for the life of the record. This functionality allows extensive audit capability throughout the system.

RMS utilizes the department's Active Directory (AD) to regulate all permissions within the system. This is handled via groups within AD. Hence, users experience a seamless transition when accessing the system.

Permissions within RMS are broken down from high level access to the system itself, the various components, by division, by system function and by field where required. Further, the system has several secure areas of functionality which only select users have permission to access outside of all other permissions.

The system contains a plethora of date and status fields which are used by the different sections to track their individual performance metrics. There is also a central repository of prior metric reports for users and management to reference.

The system is built upon common accepted web standards approved by and listed in the LDI Software Development Standards, with a minimum browser standard of IE11 when accessing within the department. This empowers the department to upgrade and transition users from different operations system versions and browsers without compatibility problems.

Employee Portal

The Employee Portal was developed in 2013 as a new interface and workflow engine to replace our legacy SharePoint Server. Currently, it houses several workflows such as Travel Requests, Contract Requests, Contract Amendment Requests, Refund Requests, Purchasing Requests, etc., and will one day replace our departmental Intranet. The Employee Portal was developed using Visual Studio Premium 2012, .NET Framework 4.5 and Team Foundation 2013. Within Visual Studio, we use the MVC template which separates the input, business and UI logic. The Employee Portal is currently maintained utilizing Visual Studio 2017. Entity Framework 5 is an object-relational mapper that enables us to quickly work with relational data. 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 our forms. We also utilize Unsemantic CSS framework to place all our controls and make the forms responsive. The Employee Portal is currently using SQL Server 2017 for the database and Active Reports 11 as the reporting tool.

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 LDI decided 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. WF 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 functions such as sending emails, checking AD groups, assigning, updating SQL, etc. LDI prefers 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 create Legal and Enforcement modules inside of the RMS. The modules will not only have the look and feel of the RMS, but also the current standard functionality of the system and

innovative design concepts that has added so much value to the department. The modules will also utilize the Employee Portal’s workflow engine as well as the look, feel and functionality of the Employee Portal.

The Legal module will contain the current functionality of the ARTS while also adding new functionality that does not currently exist, such as automatic document creation based on case-specific information, customizable alerts / “tickler” system, built-in and customizable reports and dynamic workflow routing capabilities.

The Enforcement module will contain enforcement/regulatory action inquiry, tracking and workflow capabilities. The Enforcement module will also need integration with the LDI Fiscal division in order for them to add fines required when needed and verify that they are properly paid prior to closing out the file.

The Legal and Enforcement modules will be heavily integrated to allow for the transfer and instantaneous sync of case information, status updates and any additional information that may pertain to both processes. Both modules will utilize the same source code as the RMS and Employee Portal and utilize the same template and coding standards and technologies as utilized by existing modules inside of the RMS and Employee Portal.

All source code will become the sole property of the State of Louisiana and the Louisiana Department of Insurance and all requirements of the LDI Software Development Standards must be followed, to include utilizing the LDI’s Team Foundation Server (TFS) to track commits and code changes throughout the development process. This will allow the LDI to track the changes and progress throughout the Software Development Life Cycle. See the following link for the Software Development Standards: <http://ldi.la.gov/docs/default-source/documents/publicaffairs/softwaredevelopmentstandards.pdf>. Additional objectives can be added and presented to the department in the Contractor’s scope document after the contract is awarded and the Contractor interviews the staff involved in the activity.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about November 26, 2018 and is anticipated to end on June 30, 2019. 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

AD	Active Directory
Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
ARTS	Attorney Repository Tracking System
Contractor	Any person having a contract with a governmental body; the selected proposer.

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.
DOA	Division of Administration
LDI	Louisiana Department of Insurance
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
OSP	Office of State Procurement
Proposer	A firm or individual who responds to this RFP.
RFP	Request for Proposal
RIRS	Regulatory Information Retrieval Service
RMS	Regulatory Management System
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
State	The State of Louisiana.
TFS	Team Foundation Server
VDI	Virtual Desktop Interface
VPN	Virtual Private Network
WF	Workflow Foundation

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and post to LaPac	September 21, 2018
Deadline for receipt of written inquiries	September 28, 2018 by 3:00 pm CST
Deadline to answer written inquiries	October 5, 2018 by 3:00 pm CST
Deadline for receipt of proposals	October 22, 2018 by 3:00 pm CST
Notice of Intent to award announcement, and 14-day protest period begins, on or about	November 2, 2018
Contract execution, on or about	November 26, 2018

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

1.7 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time 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, RFP Coordinator
Response to Legal and Enforcement Modules 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) 219-1701. The responsibility solely lies with each proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.8 Qualification for Proposer

1.8.1 Mandatory Qualifications:

Proposers and staff must meet the following qualifications prior to the deadline for receipt of proposals.

- 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. Each specific personnel resource should not fulfill more than two roles listed below. If working on certification, list courses passed in addition to the minimum qualifications.
- Proposer shall be staffed, or have specific arrangements with subcontractors, 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 deadline for receipt of proposals.

Proposer's key 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, to include utilizing Microsoft Team Foundation Server.
- **Application Architect:** Each Application Architect 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
 - 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 one (1) year of experience working with the following:
 - Java Script
 - CSS 3
 - JQuery
 - HTML 5
 - Axure or Equivalent
 - Razor
- **Database Administrator:** Each proposed Database Administrator must have a minimum of four (4) years of experience working with MS SQL Server, including working MS SQL Server 2017 and this experience is in the 64-bit application software. Skills must also include:
 - Creating and Maintaining a Windows Server 2016 with Microsoft SQL 2017 Always On
 - 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 Desirable Qualifications:

It is desirable that Proposed staff should meet the following qualifications prior to the deadline for receipt of proposals.

Preferred Proposer qualifications (if working on certification, list courses passed):

- Windows Workflow Foundation 4.5
- Tableau
- Razor
- Axure
- Experience with Red gate
- Experience with Telerik Kendo UI
- Aspose.Net for C#
- MCDBA SQL Server or MCTS SQL Server 2014 or higher certification
- Active Reports (Version 11 or higher)
- MCSE on Windows 2012 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 Response Format

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

1.9.1 Cover Letter

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

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;
 - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

1.9.2 Table of Contents

The proposal should be organized in the order contained below.

1.9.3 Executive Summary

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

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

1.9.4 Company Background and Experience

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

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

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

1.9.5 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;

- Define its approach for defining system and data security;
- Identify areas of project risk and procedures to mitigate these risks;
- Present innovative concepts for consideration such as screen mock-ups.

1.9.6 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 work must be done on site 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 staff qualifications described in the Mandatory Qualifications for Proposer section.

1.9.7 Veteran and Hudson Initiative Programs Participation

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

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

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

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

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:
<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:
<http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:
<http://www.doa.la.gov/pages/osp/se/secv.aspx>.

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: <https://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/iri/portal/anonymous?guest_user=self_reg.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:
<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.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.

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposer's evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

IF PROPOSER IS A CERTIFIED LA VET OR HUDSON SMALL ENTREPRENEURSHIP, PROPOSER MUST NOTE THIS IN ITS PROPOSAL IN ORDER TO RECEIVE THE FULL AMOUNT OF APPLICABLE RESERVED POINTS.

IF PROPOSER IS NOT CERTIFIED, BUT HAS ENGAGED ONE OR MORE LAVET OR HUDSON CERTIFIED SMALL ENTREPRENEURSHIPS TO PARTICIPATE AS SUBCONTRACTORS, PROPOSER SHALL PROVIDE THE FOLLOWING INFORMATION IN ORDER TO OBTAIN ANY APPLICABLE HUDSON/VETERAN INITIATIVE POINTS:

LaVet or Hudson certified small entrepreneurship Subcontractor information:
Circle which initiative applies: HUDSON INITIATIVE VETERAN INITIATIVE
Subcontractor Name: _____
Detailed Description of Work to be Performed: _____
Anticipated Dollar Value of the subcontract for the three-year contract term: _____
*Note – it is not mandatory to have a Hudson/Veteran Initiative subcontractor. However, it is mandatory to include this information in order to obtain any allotted points when applicable.

If multiple Hudson/Veterans subcontractors will be used, repeat the above required information. Additionally, provide a sufficiently detailed description of each subcontractor's work so as to advise if services are duplicative or overlapping, or if services constitute a distinct scope of work from each other subcontractor.

1.9.8 Cost Proposal

The Proposer shall provide the total cost, including but not limited to travel and project expenses, and for providing all services to complete all the phases described in the RFP. The Proposer shall fill out Attachment V, Cost Summary Form, in its entirety and shall include it in the Cost Proposal. All cost per phase blanks must be filled and no changes shall be made to the Deliverable phases listed.

1.9.9 Certification Statement

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

1.10 Number of Copies of Proposals

The State requests that one (1) copy of the proposal be submitted to the RFP Coordinator at the address specified, along with five (5) additional copies of the proposal, 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 LDI.

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

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

Not required for this RFP.

1.14.2 Proposer Inquiries

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

Shannon Gilchrist, RFP Coordinator
P. O. Box 94214
Baton Rouge, LA 70804
FAX: (225) 342-6324
PHONE: (225) 219-1701
E-Mail: Shannon.Gilchrist@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 the **3:00 P.M.** CST 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 **October 5, 2018** at <http://www.wprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> as well as LDI website www.lidi.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 not be binding to the State.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg.

Help scripts are available on OSP website under vendor center at: <http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

1.14.3 Blackout Period

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

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

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

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

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

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

1.15 Error and Omissions in Proposal

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

1.16 Changes, Addenda, Withdrawals

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

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

1.17 Withdrawal of Proposal

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

1.18 Waiver of Administrative Informalities

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

1.19 Proposal Rejection/RFP Cancellation

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

1.20 Ownership of Proposal

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

1.21 Cost of Offer Preparation

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

1.22 Taxes

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

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.23 Determination of Responsibility

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

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

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

1.24 Use of Subcontractors

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

If the proposer intends to subcontract for portions of the work, the proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. See section 1.9.7 regarding additional requirements for subcontractors that are Certified Veteran/Hudson Initiative small entrepreneurs. 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 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors, and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment in Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

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 BAFO will not obligate the state to a commitment to enter into a contract.

1.29 Contract Award and Execution

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

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

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

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

1.30 Notice of Intent to Award

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

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 person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

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 for Contractors

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

1.32.1 Contractor's Insurance

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. The cost of such insurance shall be included in the total contract amount.

1.32.2 Minimum Scope and Limits of Insurance

1.32.2.1 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.

1.32.2.2 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.

1.32.2.3 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 36 months from the expiration date of the policy, if the policy is not renewed.

1.32.2.4 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.

1.32.2.5 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 36 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.

1.32.3 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.

1.32.4 Other Insurance Provisions

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

1.32.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

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.

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.

1.32.4.2 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.

1.32.4.3 All Coverages

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.

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.

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.

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.

1.32.5 Acceptability of Insurers

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.

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.

1.32.6 Verification of Coverage

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.

The Certificate Holder shall be listed as follows:

State of Louisiana
Louisiana Department of Insurance
P.O. Box 94214, Baton Rouge, LA 70804-9214
Engineering of the Legal Enforcement Module

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.

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.

1.32.7 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.

1.32.8 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.

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

Payments are predicated upon successful completion and written approval by the State based on the Pricing Schedule set forth in the Cost Summary – Attachment V. Payments will be made to the Contractor after the State approves in writing the work performed and the submitted invoice. Payment will be made only after Toby Guillory, State Project Manager, approves the invoice for payment. The State will make every reasonable effort to make payments within 30 calendar days of an approved invoice that falls under a valid contract.

1.34.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The methods of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment II for additional information regarding electronic payment methods and registration.

1.35 Termination

1.35.1 Termination of the Contract for Cause

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

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

1.35.2 Termination of the Contract for Convenience

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

1.35.3 Termination for Non-Appropriation of Funds

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

1.36 Assignment

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

1.37 Right to Audit

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

1.38 Civil Rights Compliance

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

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

1.39 Record Ownership

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

1.40 Entire Agreement/ Order of Precedence

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

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

1.41 Contract Modifications

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

1.42 Substitution of Personnel

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.43 Governing Law

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

1.44 Claims or Controversies

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

1.45 Code of Ethics

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

1.46 Corporate Requirements

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

SCOPE OF WORK/SERVICES

1.47 Scope of Work

Contractor will provide development services to incorporate the current ARTS, as well as the Enforcement/Regulatory Action Tracking functionality, into the LDI's RMS and Employee Portal. The requested modules 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 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 modules 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 LDI staff and any resources as required for the fulfillment of this part of the project.

ARTS, RMS and Employee Portal 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 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: <http://ldi.la.gov/docs/default-source/documents/publicaffairs/softwaredevelopmentstandards.pdf>. Any desired deviations from these standards must be changed as indicated in the standards.

1.48 Tasks and Services

Contractor shall provide the following services and will have full access to LDI staff and any resources as required for the fulfillment of the project:

The Legal and Enforcement modules will be developed using software and standards of the LDI Software Development Standards. See the following link for the Software Development Standards: <http://ldi.la.gov/docs/default-source/documents/publicaffairs/softwaredevelopmentstandards.pdf>. Any desired deviations from these standards must be changed as indicated in the standards.

The new Legal and Enforcement modules will be integrated into RMS and have the same look and feel as the RMS. The RMS database will be the system of record for both modules.

The workflows and notifications for the Legal and Enforcement modules will utilize the Employee Portal's Workflow Engine, User Interface and have the same look, feel and functionality of the Employee Portal.

- The modules are to include:
 - Utilizing Windows Workflow Foundation.
 - Utilizing a single point Application Programming Interface (API) to interact with RMS database and any other database from and to the Employee Portal database.
 - Workflow Statuses are assignable by business process requirements.
 - Ability for workflows to go to another Position, such as Chief Deputy Commissioner for approval instead of the Active Directory listed Manager.
 - Ability to view certain case specific information from the Employee Portal and a link to the specific Legal or Enforcement case inside of RMS.
 - Ability to route a Legal or Enforcement case back to the requester for more information as needed.

Email content improvement – add complaint, entity and relevant information to email notifications, both in the subject line and body copy, and include URLs to specific areas of the system.

Ability for a requester to add a free form description for each request or inquiry.

Customized user Dashboards for easy access to key information.

Automated reminder notifications that allow users to set the frequency and aging schedule for reminder notifications (approvals pending, case closed, etc.).

File upload enhancements:

- Drag and drop files
- Multi-file / file format upload
- Ability to select a category when uploading files to help with document search
- Ability to upload files and comments to closed cases

The ability to assist with avoiding duplicate case requests by possibly adding a free text 'Case Title' field to the request form. The content of this field along with the case category selected will prompt a list of possible duplicate case requests. Requesters can either select from the list or continue with creating a new case request.

Integration with Microsoft Outlook (reminders and emails as attachments in cases).

Creation of an online help manual for both the Legal and Enforcement modules.

LEGAL MODULE

An internal backend system must be developed that includes the current functions of the ARTS system with the new changes and new functionality listed below into the RMS and/or the Employee Portal:

- A Legal request must be able to be generated from either RMS or the Employee Portal.
 - See screen shots below to view current fields.
 - Request information will include the following along with any determined in the Analysis phase:
 - General Category (Administrative Provisions or Litigation/Hearing)
 - Requestor Specific Info (Name, Deputy Commissioner, Division, etc.)
 - Requested Due Date
 - Requested Priority
 - General Category Sub Type
 - Legal Authority
 - Subject Matter/Comments
 - Attachments
 - Entity Info (If relevant)
 - LDI Complaint Number (If relevant)

- Ability to set up role-based permissions and workflows based on Active Directory users and groups.
 - Only Legal Division should be able to see any Legal files. This is essential due to the need to maintain attorney client privilege. All access to Legal files need to be based on granular permissions like they are currently. The only exceptions are:
 - Who the assigned attorney is for a file
 - The resolution to the file
 - Appeals
 - Any telephone conferences
 - Key dates
 - The Enforcement Division will also be able to receive notifications concerning the file if it is a Regulatory Action that they routed to Legal.

- Existing data from the legacy ARTS will be imported into the new Legal module and available to be searched.

- The new Legal module will present more data on companies from the RMS to minimize screen changes and user clicks.

- The new Legal module will pre populate requester information based on information residing in Active Directory (Name, Deputy Commissioner, Agency/Division, etc.). The employee name dropdown can be changed, however the detailed information for that employee will be based on the selected employee and their Active Directory information.

- Add a Legal tab to entities in RMS.
 - Reference information for entity specific files should automatically pull from RMS and be displayed on that tab.
 - Fields/functionality for Legal work material should be available on the tab, to include attachments.

- An automated weekly report of actions Enforcement has taken for the prior week, in order to keep Legal up-to-date.

- Creation of a Legal Calendar that utilizes due dates, automated date reminders and all other relevant case specific dates.

- Provide courts access to Legal module instead of having to receive via emailing documents.

- Ability for Requestors to edit existing requests vs. opening a new request if the case has not been assigned a lead attorney or signed off by the Deputy Commissioner.

- Online form templates with pre-populated information per case, if data resides within the RMS database.

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

- Add existing icons/links to the new Legal module (see icons/links on the current ARTS screenshots below).
- Administrative panels based on user's active directory permissions so that each workflow will have an administrator from the applicable division to manage the requests entered, re-assignments and other duties as needed.
- The Legal module needs the same search functionality that RMS has. RMS includes an extremely comprehensive search that enables users to search on nearly any field within the system or combination of fields. The system allows users to sort the search results in a multitude of ways and contains a record quick view which allows users to view a record without having to leave the search results and load the record in its entirety.
- Legal Module User Roles and Workflow (Subject to any changes discovered during user interviews)
 - Requestors can:
 - Start a new legal request and save the request as a draft.
 - Submit new legal requests via the request form (Goes to Deputy Commissioner).
 - See the following on their Dashboard:
 - Submitted requests, including assigned attorneys per request
 - Approved requests
 - Requests pending their modifications
 - Denied requests
 - Search for requests by date range.
 - Deputy Commissioners can:
 - Approve or deny case requests from requestors (Approvals go to Legal Administrators).
 - Request an edit/modification from the requester (Edit Requests go back to requester).
 - Add attachments and comments.
 - See the following on their Dashboard:
 - Requests pending their review by due date and aging
 - Requests they sent back to requestors for edits
 - Approved requests
 - Denied requests
 - Search for requests by date range, status, division and requestor.
 - Configure frequency of email reminders.
 - Assign a delegate to their case requests for a period of time.
 - Deputy Commissioner Delegates can:
 - Approve or deny case requests from requestors on behalf of their Deputy Commissioner.
 - Request an edit/modification from the requester on behalf of their Deputy Commissioner.
 - Add attachments and comments.

- See the following on their Dashboard:
 - Cases pending their review by due date and aging (will default to cases assigned to them with the ability to see all cases)
 - Closed cases (will default to cases assigned to/closed by them with the ability to see all cases)
 - A list of outstanding items per case
 - Search for cases by date range, status, division and requestor.
 - Configure frequency of email reminders.
 - Request to close out a case (Closed Requests go to the Final Attorney Approver).
- Final Attorney Approver can:
 - Request more information from Lead Attorney with a comment ability (Additional Information Requests go back Lead Attorney).
 - Close out a Legal Case (Case is closed out and all parties are notified).
 - Add attachments and comments.
 - Add legal opinions.
 - See the following on their Dashboard:
 - Cases pending their review by due date and aging (will default to cases assigned to them with the ability to see all cases)
 - Closed cases (will default to cases assigned to/closed by them with the ability to see all cases)
 - A list of outstanding items per case
 - Search for cases by date range, status, division and requestor.
 - Configure frequency of email reminders.

ENFORCEMENT MODULE

An internal backend system must be developed that allows for the input, tracking, case management and workflow of Enforcement regulatory actions within the RMS and the Employee Portal with the following features and functionality:

- A referral mechanism within RMS and the Employee Portal for any division to submit a file for review. All submitted referrals will be classified as inquiries. They will only become actual case files after Enforcement reviews and determines whether a regulatory action is needed.
 - Referral information will include the following along with any determined in the Analysis phase:
 - Requestor Specific Info (Name, Deputy Commissioner, Division, etc.)
 - Requested Due Date
 - Requested Priority
 - General Category Sub Type
 - Subject Matter/Comments
 - Attachments
 - Entity Info
 - LDI Complaint Number
 - Regulatory Tracking Number

- Add an enforcement tab to entities in RMS.
 - Reference information for the file should automatically pull from RMS and be displayed on that tab.
 - Fields/functionality for Enforcement work material should be available on the tab, to include attachments.
- Existing data from the Enforcement excel spreadsheet will need to be imported into the new system and available to be searched.
- Ability to set up role-based permissions and workflows based on Active Directory users and groups.
 - Only Enforcement and Legal Division should be able to see any Enforcement investigation and case work files. All access to Enforcement files need to be based on granular permissions like they are now. The only exceptions are:
 - Referrals
 - Status
 - Result
- An excel report that lists how many enforcement files were received/completed in a time frame as well as the number of 961's issued.
- Ability to integrate with the Regulatory Actions tab to allow for updating of information based on the status changes of the enforcement action.
- Ability to Integrate with Fiscal to add fines/required fees when needed, and verify that they are properly paid prior to closing out the file.
- Enforcement Module User Roles and Workflow (Subject to any changes discovered during user interviews)
 - Requestors can:
 - Submit new regulatory action requests/inquiries via the request form (Routed to Deputy Commissioner).
 - See the following on their Dashboard:
 - Submitted requests, including assigned attorneys per request
 - Approved requests
 - Denied requests
 - Search for requests by date range.
 - Deputy Commissioners can:
 - Approve or deny regulatory action requests/inquiries from requestors (Routed to Enforcement Division).
 - Request an edit/modification from the requester (Edit Requests go back to requester).
 - See the following on their Dashboard:
 - Requests pending their review by due date and aging
 - Approved requests
 - Denied requests

- Search for requests by date range, status, division and requestor.
 - Configure frequency of email reminders.
 - Assign a delegate to their case requests for a period of time.
- Deputy Commissioner Delegates can:
 - Approve or deny regulatory action requests/inquiries on behalf of their Deputy Commissioner (Routed to Enforcement Division).
 - Request an edit/modification from the requester on behalf of their Deputy Commissioner (Edit Requests go back to requester).
 - See the following on their Dashboard:
 - Requests pending their review by due date and aging
 - Requests they've approved on behalf of their Deputy Commissioner
 - Requests they've denied on behalf of their Deputy Commissioner
 - Search for requests by date range, status, division and requester.
 - Configure frequency of email reminders.
- Enforcement Division can:
 - Validate/Approve/Deny regulatory action requests.
 - Request more information from requester with a comment ability (Routed back to Enforcement or Requester).
 - See the following on their Dashboard:
 - Requests pending their review by due date and aging
 - Approved requests
 - Denied requests
 - Configure frequency of email reminders.
 - Work Enforcement case and close out case (Case is Closed).
 - Request assistance from Legal (Routed to Legal Division, via the Legal module, for Assistance).
- Legal Administrators can:
 - Approve or deny case requests from Enforcement.
 - Request more information from Enforcement or Requester with a comment ability (Routed back to Enforcement or Requester).
 - See the following on their Dashboard:
 - Requests pending Deputy Commissioner review by due date and aging
 - Requests pending their review by due date and aging
 - Requests approved by Deputy Commissioners
 - Requests denied by Deputy Commissioners
 - Their approved requests
 - Their denied requests
 - Search for requests by date range, status, division and requester.
 - Change the default Attorney Supervisor if needed (system will default to 1 of 2 Attorney Supervisors based on case category).
 - Configure frequency of email reminders.
- Attorney Supervisors can:
 - See the following on their Dashboard:

- Cases pending Deputy Commissioner review by due date and aging
 - Cases pending Administrator review by due date and aging
 - Cases pending their review by due date and aging
 - Search for requests by date range, status, division and requester.
 - Assign and reassign cases to a Lead Attorney (Routed to Assigned Lead Attorney).
 - Configure frequency of email reminders.
- Attorneys can:
 - Request more information from Enforcement or requester with a comment ability (Routed back to Enforcement or Requester).
 - See the following on their Dashboard:
 - Cases pending their review by due date and aging (will default to cases assigned to them with the ability to see all cases)
 - Closed cases (will default to cases assigned to/closed by them with the ability to see all cases)
 - A list of outstanding items per case
 - Search for cases by date range, status, division and requester.
 - Configure frequency of email reminders.
- Final Attorney Approver can:
 - Request more information from Lead Attorney with a comment ability (Routed back to Lead Attorney).
 - Close out Legal Portion of the Enforcement/Regulatory Action Case (Routed back to Enforcement).
 - See the following on their Dashboard:
 - Cases pending their review by due date and aging (will default to cases assigned to them with the ability to see all cases)
 - Closed cases (will default to cases assigned to/closed by them with the ability to see all cases)
 - A list of outstanding items per case
 - Search for cases by date range, status, division and requester.
 - Configure frequency of email reminders.
- Final Enforcement Approver can:
 - Request more information from Lead Attorney with a comment ability (Routed back to Lead Attorney).
 - Close out Enforcement/Regulatory Action Case (Case is closed out and all parties are notified).
 - See the following on their Dashboard:
 - Cases pending their review by due date and aging (will default to cases assigned to them with the ability to see all cases)
 - Closed cases (will default to cases assigned to/closed by them with the ability to see all cases)
 - Search for cases by date range, status, division and requester.
 - Configure frequency of email reminders.

Current RMS Screenshots

License No.: 649074 LDI No.: 7557 NAIC No.: 9999999 Organization Name: This is a Test Company

Entity Name Search

Entity Quick Search

(License Number, LDI Number, FEIN, NPN, Co Code, Naic ID)

General Info | Addresses | Alternate Names | Alternate Phone | AM Best | Application Tracking | Appointments | Complaints | Contacts | Email Addresses | Exams

Financial Statement Receipt Dates | Fraud Assessments | HIPAA Assessments | HMO Service Areas | Insurance Lines | Invoice/Payment History | IRO Specialties | Issues | LIR Assessments

Mergers | Name Change | Quarter Dates | Regulatory Actions | Relationships | Remarks

Regulatory Actions

	Invoiceld	Action Type	Final Amount	Open Balance	Issue Date	Created By	Date Created	Status	Installment Summary
View		1033 Denied			01/08/2018	LDI\hnguyen	01/08/2018	Active	
View		Rehabilitation			08/02/2016	LDI\adupont	08/03/2016	Active	
View		Liquidation			08/01/2016	LDI\adupont	08/03/2016	Active	
View		Ancillary Receivership			12/01/2015	LDI\jvernon	12/01/2015	Active	
View		Ancillary Receivership			07/06/2015	LDI\hnguyen	07/16/2015	Active	

Select Regulatory Action:

Violation Type: (Select AT LEAST one)

- Bail Bond Forfeiture Judgement
- Certification Violation
- Claim Handling
- Compliance Failure Fine
- Continuing Education Requirements Met
- Criminal Proceedings
- Criminal Record/History
- Cure of Financial Impairment
- Demonstrated Lack of Fitness or Trustworthiness
- Dissolution
- Employed Unlicensed Individuals
- Failure to Comply with Previous Order
- Failure to Maintain Books & Records
- Failure to Make Required Disclosure on License App
- Failure to meet Continuing Education Requirements
- Failure to Notify Department of Address Change
- Failure to pay assessment
- Failure to Pay Child Support

Issue Date: Status:

Hearing Requested: Next Hearing Scheduled:

Date Final:

Origin of Action:

Office: Division:

Assigned Attorney:

Employee Portal Screenshots

The screenshot displays the LDI Employee Portal interface. At the top, a blue header contains the LDI logo and the text 'LDI EMPLOYEE PORTAL' on the left, and a personalized greeting 'Hello, Blake Allen!' on the right. Below the header is a green navigation bar with menu items: HR, Workflow, Travel, Purchasing, Company Licensing, Producer Licensing, and Admin. The main content area is titled 'Inventory Control System' and includes an 'Add Request' button. Two data tables are visible: 'My Tasks' and 'My History'.

My Tasks

Action(s)	Task Id	Task	Task Step	Requestee	Date Assigned
Review	1406	Special Request	BudgetCoding	Allen, Blake	07/18/2018
Review	1405	Special Request	BudgetCoding	Allen, Blake	07/17/2018
Review	1397	Business Card Request	Procurement	Allen, Blake	07/16/2018
Review	1388	In-Stock Request	Procurement	Allen, Blake	07/12/2018

10 items per page | 1 - 4 of 4 items

My History

Action(s)	Task Id	Task	Task Step	Requestee	Date Created
View	1403	IT Purchasing Request	Complete	Allen, Blake	07/17/2018
View	1402	IT Purchasing Request	ITApproval	Allen, Blake	07/17/2018
View	1401	Special Request	DivisionApproval	Allen, Blake	07/17/2018



Special Request

Request ID: 1406
 Request Type: Special Request (Approval)
 Requester: Allen, Blake
 Division: Management and Finance - Administrative

[Activity Log](#) [Combined Report](#) [View PDF Version](#) [Cover Sheet](#)

Purchasing

Request Fiscal Year: 2019
 Ordering Type: PV

Special Request Items

Description	Unit	Quantity	Price	Reason	Employee	
hg	Bag	3	\$0.00	rdtgr	Chachere, Darlene	Delete
sdvrf fees	Box	4	\$0.00	fdff	Finley, Destinie	Delete

1 - 2 of 2 items

Grand Total: \$0.00

Comments

[Add Comment](#)

Comment	Date	User
No records available.		

No items to display

Attachments

File Name
No records available.

No items to display

Approve: Disapprove:

[Submit](#) [Cancel](#)



Purchasing Dashboard

Orders

To Be Ordered	4
To Be Received	4
Orders	3
Closed Order	3

Budget Codes

Organization:

Object:

Requests In Workflow

In-Stock	1
Special	12
Business Cards	1
Toner	2
IT Purchasing	9

Requests That Completed Workflow

In-Stock	10
Special	7
Business Cards	1
Toner	0
IT Purchasing	2

History

Item #:

Description:

Requesting User:

Vendor:

Completed In-Stock Requests

Vendors

Name	Action(s)
Amazon	<input type="button" value="Delete"/>
...	<input type="button" value="Delete"/>

Current ARTS Screenshots

Step 1 Submit:

The screenshot shows a web browser window with the URL <http://testsite4/clientmodule/LegalRequest.aspx>. The page title is "Legal Request System". Below the title is a section for "New Legal Request" with an instruction: "INSTRUCTION: Input all required information below concerning this Legal Request. Hit SUBMIT to forward the request to the approving authority. Once that authority approves the request, the Executive Counsel will assign the request. Use the alpha-numeric Legal Request Number for future reference. Submit questions about this request system [here](#)."

The form contains the following fields and options:

- General Category of Matter:** Three radio button options:
 - (LEG010) Administrative Provisions - Involves a rule, regulation, advice/opinion, bulletin, directive, policy, project.
 - (LEG020) Litigation / Hearing - Involves proceedings in-house, in court, or at the Division of Administrative Law.
 - (LEG030) Regulatory Action - Generally involves company or agent regulatory matters.

*Please select the correct category.
- Your Name:** Vernon, John (dropdown)
- Commissioner, Deputy Commissioner or Assistant Commissioner for Approval:** Stewart, Matthew (dropdown) *Please select the appropriate commissioner of your division.
- Agency:** Information Technology (dropdown) *Please select the appropriate agency.
- Due Date:** 05/16/2018 (calendar icon)
- Priority:** Medium (dropdown)
- Type:** Opinion / Advice (dropdown), Adopt (dropdown), Opinion / Advice Number 123 (text input)
- Legal Authority:** Legal authority comment. (text area)
- Subject Matter / Comments:** Subject matter comments. (text area)
- File to attach:** Browse... (button)
- Submit:** Submit (button)

Step 2

Approval form for deputy commissioner:

Legal Request System

Approval Form

Please select an action below and click "Submit". A summary of the request can be seen below.

Approve
 Reject

Approval/Rejection Comment:

LDI Legal Request #INFOTEC2018400002

Matter: (LEG010) Administrative Provisions

Priority: Medium

Due Date: 5/16/2018

Requestor: LDI\jvernon

Requestor's Description: Subject matter comments.

Commissioner, Deputy Commissioner or Assistant Commissioner for Approval: LDI\mbstewart

Request Information

Legal Authority: Legal authority comment.

Subject Matter / Comments: Subject matter comments.

Type: Opinion / Advice

Sub-Type: Adopt

Rule Number: 123

Step 3

Approval form for ARTS Administrator:

Legal Request System

Approval Form

Please select an action below and click "Submit". A summary of the request can be seen below.

Approve
 Reject

Approval/Rejection Comment:

LDI Legal Request #INFOTEC2018400002

Matter: (LEG010) Administrative Provisions

Priority: Medium

Due Date: 5/16/2018

Requestor: LDI\jvernon

Requestor's Description: Subject matter comments.

Commissioner, Deputy Commissioner or Assistant Commissioner for Approval: LDI\mbstewart

Request Information

Legal Authority: Legal authority comment.

Subject Matter / Comments: Subject matter comments.

Type: Opinion / Advice

Sub-Type: Adopt

Rule Number: 123

Step 4
Assign to an Attorney:

The screenshot displays a web browser window with the URL `http://testsite4/Assign.aspx?request=6032&id=0`. The browser's taskbar shows several open applications: LDI Webmail, SolarWinds, RMS, Phone List, NAIC Login, and LDI ShareFile. The main content area features the ARTS logo and the title "Attorney Repository and Tracking System". A navigation bar contains icons for "About ARTS", "Help", "Emergency Preparedness", "Rx Calendar", "Calendar", "Public Records", "Forms", "Old Legal Files", "Special Case Files", "LAPIS Archive", "Legal Search", and "Seminars". Below this is a "Save" dialog box with a "Cancel" button. The form fields are: "Attorney:" with a dropdown menu showing "Roberson, Lynette"; "Start Date:" with a date picker set to "05/08/2018"; and "Notes:" with a rich text editor containing the word "Test".

Step 5
Attorney works/completes legal request

ARTS
Attorney Repository and Tracking System

Request Information

Request Number: INFOTEC2018400002
 Requestor: Vernon, John
 Coordinator: Tobias, Kevin
 Status: Open
 Requested: 5/8/2018 10:04:43 AM
 Due Date: 05/16/2018
 Priority: Medium
 Approval Status: Approved by LDI\mbstewart on 05/08/2018
 Matter: (LEG010) Administrative Provisions
 Requestor's Description: Subject matter comments.
 Description: Subject matter comments.
 Physical Location:
 Appeal Date:
 Dates: Date Fine Paid
 Information: Legal Authority: Legal authority comment.
 Subject Matter / Comments: Subject matter comments.
 Type: Opinion / Advice
 Sub-Type: Adopt
 Rule Number: 123
 Request Activity: Approved by LDI\jvernon on 05/08/2018 10:14:43 AM
 Approved by LDI\jvernon on 05/08/2018 10:09:59 AM
 Opened by LDI\jvernon on 05/08/2018 10:04:43 AM
 Supervisor Assignment: No Assignment
 Attorney Assignments: LDI\roberson, 05/08/2018, Test
 Notes: Approval Comment: test approval, 5/8/2018 10:06:32 AM, Public
 Approval Comment: Approval, 5/8/2018 10:09:59 AM, Public
 Approval Comment: test, 5/8/2018 10:14:43 AM, Public

Enforcement Tracking Spreadsheet (All Enforcement Casework is Collected Outside of a System or Captured in ARTS)

File	Date Referred	Entity type	Source	Data Base(s) Entered	Status	Conclusion	Assigned
Joe Bob	1/1/2015	Producer	Licensing	EMS, RIRS	Pending Legal	Revocation	Pam

1.49 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.
- 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.

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. Toby Guillory or his designees, Mr. Michael Kaiser 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.

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 the 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.

1.50 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 2016, 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: <http://ldi.la.gov/docs/default-source/documents/publicaffairs/softwaredevelopmentstandards.pdf>. Any desired deviations from these standards must be changed as indicated in the standards.

1.51 Project Requirements

The Contractor's signed letter of understanding that all source codes and software developed as part of this project is the sole property of the State of Louisiana and the Louisiana Department of Insurance. The letter of understanding indicates that the Proposer has read the LDI Software Development Standards and agrees to follow the standards in their development of the new system. The letter of understanding includes a provision that all persons working on this contract will abide by these standards. The letter of understanding must be signed by the appropriate level of management that will oversee the project for the Contractor. See Attachment III for the letter of understanding.

1.51.1 Project Management Requirements

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

Provide Project Work Plan – The Contractor shall develop and maintain a Project Work Plan which breaks down the work to be performed into manageable phases, activities and tasks as appropriate. The work plan will identify activities/tasks to be performed, project personnel requirements, both State and Contractor, estimated workdays/personnel hours to complete, 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*** – The Contractor shall submit monthly progress reports signed by the Contractor's Project Manager to the State no later than 10 days after the close of each calendar month. Each progress report shall describe the status of the Contractor's performance

since the preceding report. 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** – The Contractor will develop and implement, with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

1.52 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:

Criteria	Maximum Score
Company Background and Experience	20
Approach and Methodology	20
Proposed Staff Qualifications	23
Veteran and Hudson Initiative (Section 3.2.1)	<i>Enter number of points – value of points to be 12% of the total evaluation points. Up to 10 percentage points available for Hudson-certified vendors; Up to 12 percentage points available for Veteran-certified vendors; If no Veteran-certified vendors, those two points are not awarded.</i> 12
Cost	25
TOTAL SCORE	100

Cost Evaluation

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

CCS = (LPC/TCP x 25)

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

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

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship, or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

IF PROPOSER IS A CERTIFIED LA VET OR HUDSON SMALL ENTREPRENEURSHIP, PROPOSER MUST NOTE THIS IN ITS PROPOSAL IN ORDER TO RECEIVE THE FULL AMOUNT OF APPLICABLE RESERVED POINTS.

IF PROPOSER IS NOT CERTIFIED, BUT HAS ENGAGED ONE OR MORE LAVET OR HUDSON CERTIFIED SMALL ENTREPRENEURSHIPS TO PARTICIPATE AS SUBCONTRACTORS, PROPOSER SHALL PROVIDE THE FOLLOWING INFORMATION IN ORDER TO OBTAIN ANY APPLICABLE HUDSON/VETERAN INITIATIVE POINTS:

LaVet or Hudson certified small entrepreneurship Subcontractor information:	
Circle which initiative applies: HUDSON INITIATIVE	VETERAN INITIATIVE

Subcontractor Name: _____

Detailed Description of Work to be Performed: _____

Anticipated Dollar Value of the subcontract for the one year contract term: _____

*Note – it is not mandatory to have a Hudson/Veteran Initiative subcontractor. However, it is mandatory to include this information in order to obtain any allotted points when applicable.

If multiple Hudson/Veterans subcontractors will be used, repeat the above required information. Additionally, provide a sufficiently detailed description of each subcontractor's work so as to advise if services are duplicative or overlapping, or if services constitute a distinct scope of work from each other subcontractor.

PERFORMANCE STANDARDS

1.53 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, and the Contract Supervisor is notified and agrees. In the case of a natural or man-made disaster, the Contractor and Contract Supervisor will communicate to determine the level of service that is required from the Contractor in this period and if the Poydras Building is not available, the Contractor's staff will be able to work from a location that is agreeable to both parties.

1.54 Performance Measurement/Evaluation/Monitoring Plan

1.54.1 Performance Measures/Evaluation:

Performance evaluation will be based upon the Contractor completing the assigned tasks and requests in a timely manner as determined by the State Project Manager, Mr. Toby Guillory or his designee.

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

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

1.54.2 Monitoring Plan:

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. Toby Guillory or his designees Mr. Michael Kaiser 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. Toby Guillory 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 shared network.

1.55 Veteran and Hudson Initiative Programs Reporting Requirements

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

ATTACHMENT I: CERTIFICATION STATEMENT

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

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

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

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have seven (7) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Signature of Proposer or
Authorized Representative _____

Typed or Printed Name: _____

Date: _____

Title: _____

Company Name: _____

Address: _____

City: _____

State: _____

Zip: _____

ATTACHMENT II: ELECTRONIC VENDOR PAYMENT SOLUTION

Electronic Vendor Payment Solution:

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: <http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

ATTACHMENT III: LETTER OF UNDERSTANDING

LOUISIANA DEPARTMENT OF INSURANCE LEGAL AND ENFORCEMENT MODULES

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 LEGAL AND ENFORCEMENT MODULES. A copy of the Louisiana Department of Insurance's Software Development Standards can be found at: <http://ldi.la.gov/docs/default-source/documents/publicaffairs/softwaredevelopmentstandards.pdf>.

Letter of Understanding

LOUISIANA DEPARTMENT OF INSURANCE LEGAL AND ENFORCEMENT MODULES

(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 Legal and Enforcement Modules.

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 Legal and Enforcement Modules for the Louisiana Department of Insurance and cannot be assumed or determined to cover any current or subsequent project that (Company Name) may bid upon with the State of Louisiana and the Louisiana Department of Insurance.

(Signature of management)

(Printed name of signer)

(Position with Company)

(Date)

ATTACHMENT V: COST SUMMARY

LOUISIANA DEPARTMENT OF INSURANCE LEGAL AND ENFORCEMENT MODULES

COST SUMMARY

<u>Deliverable Phase</u>	<u>Cost per Phase</u>
Phase 1 – Project Definition & Planning	\$ _____
Phase 2 – Security & Database Paradigm	\$ _____
Phase 3 – Alpha Testing & Initial Help Manual	\$ _____
Phase 4 – Module Specific Beta Testing	\$ _____
Phase 5 – Production Application	\$ _____
Phase 6 – Training of LDI Staff	\$ _____
TOTAL COST:	\$ _____

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

ATTACHMENT IV: SAMPLE CONTRACT

STATE OF LOUISIANA

CONTRACT

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

1.0 SCOPE OF SERVICES

Contractor hereby agrees to furnish services to 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 _____. Contractor's seven-digit LDR account number is _____.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

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 Director indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.

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

3.4 QUALITY ASSURANCE REVIEWS

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

3.5 CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

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

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

C. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract shall 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 \$____. Contractor will comply with the Division of Administration State General Travel Regulations, as set forth in Division of Administration Policy and Procedure Memorandum No. 49. Payment will be made only on approval of _____ (*Name of Designee*).

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

Example A. *Payment by Task.*

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

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

Payment Schedule

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

\$000.00 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 tasks and deliverables as provided in the Acceptance of Deliverables Section 4.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and receipt of an invoice. State will make every reasonable effort to make payments within 25 work days of the receipt of invoice.

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

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

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

Example B. *Payment by Percentage of Completion*

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 AVAILABILITY OF FUNDS

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

9.0 OWNERSHIP OF PRODUCT

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

10.0 NONASSIGNABILITY

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

11.0 RIGHT TO AUDIT

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

12.0 RECORD RETENTION

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

13.0 AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when they have been reduced to writing, duly signed. No amendment shall be valid until it has been executed by all parties and approved by the Director of the Office of 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, 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.

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 (Optional Clause: should only be used in a contract that was awarded through RFP)

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

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

18.0 Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

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:
 - 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.
 - 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.

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. Toby Guillory or his designees, Mr. Michael Kaiser 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.

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

The production of servers are running VMware ESXI 6.5 with PureStorage running Windows 2016. LDI uses Juniper routers, Dell and Juniper switches, including a Cisco ASA and VPN Concentrator.

2.0 SPECIAL REQUIREMENTS

NONE

3.0 STANDARDS AND GUIDELINES

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

**ATTACHMENT III
CONTRACTOR PERSONNEL AND OTHER RESOURCES**

1.0 CONTRACTOR PERSONNEL

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

Name/Company Responsibilities/Classification Rate Expected Duration

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

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

2.0 PC WORKSTATIONS

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

3.0 NETWORK CONNECTIVITY

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

ATTACHMENT IV STATE FURNISHED RESOURCES

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

1.0 PROJECT DIRECTOR

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

2.0 TECHNICAL STAFF

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.

ATTACHMENT V INSURANCE REQUIREMENTS FOR CONTRACTORS

1.0 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

2.0 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

4.0 OTHER INSURANCE PROVISIONS

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

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

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

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

5.0 ACCEPTABILITY OF INSURERS

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

6.0 VERIFICATION OF COVERAGE

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

7.0 SUBCONTRACTORS

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