

REQUEST FOR PROPOSAL

FOR

Departmental Developed Application System

Maintenance and Staff Augmentation



RFP #:165DOI-05292016

PROPOSAL DUE DATE/TIME:

JUNE 29, 2015 BY 3:00 PM CST

State of Louisiana
Department of Insurance

May 29, 2015

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REQUEST FOR PROPOSAL
FOR
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PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The Louisiana Department of Insurance (LDI) has developed application systems for the past fourteen (14) years that are utilizing shared data, application interface, and data structure in an effort to integrate all developed systems into normalized databases residing on Microsoft SQL servers.

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

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified proposers who are interested in providing programming/modifications during the life of the contract as required by legislative mandates or other requirements that necessitate changes to the systems. Tasks performed may include use of scripts, macros, or procedural or command languages outlined in the Department Software Standards.

1.1.2 Goals and Objectives

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

Contractor will provide a Project Manager on site for a minimum of 87 hours per month. The Contractor will provide staff on site for a minimum of 416 hours per month, including service support staff for 5 hours Monday through Friday, except for office closures during LDI business hours.

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

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

Additional objectives can be added and presented to the Department in the Contractor's scope document after the contract is awarded and the Contractor interviews the staff involved in the activity.

1.2 Definitions

A. Agency – any department, council, board, office, bureau, committee, institution, agency, government, corporation or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

B. Can – denotes an advisory or permissible action.

C. Contractor – any person having a contract with a governmental body; the selected proposer.

D. Discussions – for the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

E. DOA – Division of Administration.

F. LDI – The Louisiana Department of Insurance.

G. May – denotes an advisory or permissible action.

H. Must – denotes mandatory requirements.

I. OSP – Office of State Procurement.

J. Proposer – a firm or individual who responds to this RFP.

K. RFP – Request for Proposal.

L. Shall – denotes mandatory requirements.

M. Should – denotes a desirable action.

N. State – the State of Louisiana.

O. Will – denotes mandatory requirements.

1.3 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	May 29, 2015
Deadline for receipt of written inquiries	June 5, 2015
Issue responses to written inquiries	June 12, 2015
Deadline for receipt of proposals	June 29, 2015
Announce award of Contractor selection	July 9, 2015
Contract execution	July 24, 2015

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. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible proposers.

1.4 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 3:00 P. M. Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

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

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

1.4.1 Mandatory Qualification for Proposer

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

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

- **Application Architect:** Each proposed Application Architect or equivalent job classification must have ten (10) years of experience working with the acceptable programming languages and technologies listed on LDI Acceptable Tools and Technologies by Category page of the LDI Software Development Standards to include 2 years as a Senior Software Architect.
- **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, 5,6
 - ASP.NET Web Forms
 - ADO.NET
 - Microsoft Transact-SQL, Views, Store Procedures and RDMS
- **Web Developer:** Each proposed Web Developer must have a minimum of twelve (12) months experience working with the following:
 - Java Script
 - CSS 3
 - JQuery
 - HTML 5
- **Telerik Sitefinity Administrator:** Each proposed Telerik Sitefinity Administrator must have at least six (6) months of experience:
 - Managing Sandbox, Development and Production Sitefinity sites with their associated SQL databases to include backups
 - Perform Sitefinity system updates as new versions are released
 - Setting up Sitefinity Thunder for Developers to connect to all three sites
 - Designing and editing templates and themes through Sitefinity Thunder
 - Creating and maintaining approver workflows
 - Creating and maintaining user accounts and permissions
 - Setting up search indexes for full site search
 - Setting up synching between Development and Production sites
 - Creating and maintaining style guides for developers and content managers
 - Maintaining folder structure for documents and images
 - Training users on pages, navigation, menus, content types, master pages, page templates, widget templates, synching, workflow approvals, email campaigns, shared content

- Creating widgets using web user control in Visual Studio
 - Creating template and CSS for integration of external applications
 - Reviewing correct use of style and code before content is released to production
 - Troubleshooting HTML, CSS, video, responsive design, synching issues
- **Database Administrator:** Each proposed Database Administrator must have a minimum of forty-eight (48) months experience working with MS SQL Server 2008 R2 and or higher and this experience is in the 64-bit application software. Skills must also include:
 - Creating and Maintaining a Windows Server 2012 R2 with Microsoft 2014 SQL Server utilizing CFS (Cluster Shared Volumes) or SMB (Server Message Block) Shared Storage.
 - Windows 7 and Windows 8.1
 - SQL Server Data Transformation Services and Data Transfers
 - SQL Server Report Services
 - SQL Server Maintenance Plans to include Back-Ups
 - Maintaining SQL Server Development, Staging and Production Environments
 - SQL Server Database Schemas

1.4.2 Desirable qualifications for proposer

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

- Experience with Red gate
- MCDBA SQL Server or MCTS SQL Server 2008/2012 certification
- MSCE on Windows 2008 or later certification
- Any Web and/or Programming certification
- MCTS certification (please list the Technology Specialist designation attached to the certification)
- MCAD or MCPD certification

1.5 Proposal Format

A. **Cover Letter:**

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

- By signing the letter and/or the proposal, the Proposer certifies compliance with the signature authority required
- The cover letter should also
 - Identify the submitting Proposer;
 - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;

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

B. **Table of Contents:**

The proposal should be organized in the order contained herein.

C. **Executive Summary:**

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, 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.

It should include a positive statement of compliance with the contract terms. 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 Attachment II, Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

D. **Company Background and Experience:**

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

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

Proposers should clearly describe their ability to meet or exceed the (minimum and desired) qualifications described in Section 1.4.1 and 1.4.2.

E. **Approach and Methodology:**

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

The Proposer shall:

- Describe their approach to Project Management.
- Describe their approach to Quality Control.
- Describe their approach to Quality Assurance.

- Describe their approach to Incident Management.
- Describe their approach to defining system and data security.

The Proposer should:

- Provide a sample project plan lasting between one to three months with assigned staff, work breakdown structure, lists of risks and risk mitigation plan.
- Describe a common high risk event or action that must take place for routine maintenance purposes and identify the full scope and nature of the risk and the procedures to mitigate said risk. Example: updating firmware on a router, blade chassis or software patching on a Domain Controller or Threat Management Gateway.
- Present innovative concepts for consideration.

F. Staff Qualifications:

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

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

Proposers should clearly describe their ability to meet or exceed the (minimum or desired) staff qualifications described in Section 1.4.1.

G. Cost Proposal:

The Proposer shall provide the total cost for providing all services described in the RFP. For information purposes, the Proposer shall provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

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

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

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

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

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

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors.

Points will be allocated based on the following criteria:

- the number of certified small entrepreneurship to be utilized
- the experience and qualifications of the certified small entrepreneurship(s)
- the anticipated earnings to accrue to the certified small entrepreneurship(s)

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

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.

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

A current list of certified Veteran-Owned and Service-Connected Disabled

Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <http://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?quest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd1.doa.louisiana.gov/OSP/LaPac/Vendor/VndPubMain.cfm?tab=2sp>. 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.

I. **Certification Statement:**

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

1.5.1 Number of Copies of Proposals

The State requests each Proposer shall submit one (1) signed original response along with five (5) additional copies of the proposal, as well as one (1) redacted copy, if applicable (See Section 1.6), and two (2) electronic copies on USB flash drives.

The original response should be clearly marked or differentiated from the other copies of the proposal required to be provided by a notation in the lower left corner of the cover with the orders **“Signed Original”**.

At least one copy of the proposal 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 proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response 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.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Insurance.

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

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION.

1.7.2 Proposer Inquiries

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

Shannon Gilchrist
RFP Coordinator
P. O. Box 94214
FAX: (225) 342-6324

PHONE: (225) 219-1701
E-Mail: sgilchrist@ldi.la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by **3:00 P. M.** 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 **June 12, 2015** at <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> as well as our website www.ldi.la.gov under the Request for Proposals tab.

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

1.8 Errors and Omissions in Proposal

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

1.9 Changes, Addenda, Withdrawals

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

1.10 Withdrawal of Proposal

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

1.11 Waiver of Administrative Informalities

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

1.12 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.

1.13 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.

1.14 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.

1.15 Taxes

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

1.16 Determination of Responsibility

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

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

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

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

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

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

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

1.17 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, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. 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.

1.18 Written or Oral Discussions/Presentations

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

1.18.1 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with 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 from the proposers.

1.19 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.

1.20 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.

1.21 Contract Award and Execution

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

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

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

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment II. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

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

1.22 Notice of Intent to Award

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer 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 Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 calendar days after the award has been announced by the agency.

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

1.23 Right to Prohibit Award

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

1.24 Insurance Requirements

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

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

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

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

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

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

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

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

1.25 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.

1.26 Payment

The agency shall pay Contractor in accordance with the Pricing Schedule set forth in cost summary of the proposal. The Contractor will invoice the agency monthly at the billing address designated by the agency. Payments will be made by the Department within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the State Project Manager, Mr. Lonnie Richardson. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.27 Termination

1.27.1 Termination of the Contract for Cause

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

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

1.27.2 Termination of the Contract for Convenience

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

1.27.3 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.

1.28 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.

1.29 Audit of Records

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

1.30 Civil Rights Compliance

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

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

1.31 Record Ownership

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

1.32 Entire Agreement/ Order of Precedence

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

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

1.33 Contract Changes

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.

1.34 Substitution of Personnel

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

1.35 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.

1.36 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.

1.37 Code of Ethics

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

1.38 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

PART II: SCOPE OF WORK/SERVICES

2.1 Overview

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

2.2 Period of Agreement

This contract is expected to begin on July 24, 2015 and shall end on June 30, 2016. State shall have the right to contract for up to a total of three years with the concurrence of the Contractor and all appropriate approvals.

2.3 Tasks and Services

- A. The Contractor will provide applications maintenance and service support for the following systems:
- EMS (Entity Management System -- All modules; Licensing, Archival lookups, Temporary Licenses, Fiscal, Statistics, Lawsuits, CE, CAT Adjusters)
 - ARTS Legal System
 - ICS (Inventory Control System)
 - Employee Portal (LRAP)
 - Department Workflow Systems
 - TSR (Total System Recovery – disaster recovery)
 - State Process systems
 - Payment gateway mechanisms
 - TAXES system SQL
 - TAXES Online – 1076, 1265, 1061
 - Online 1061 Import
 - Online 1076 Import
 - Craft (Complaints, Rate, and Forms Tracking -- All modules; Health, Life, P&C, CA, SHIIP)
 - Check Complaint Status
 - Auto Rate Guide

- Homeowner Rate Guide
- Call Track
- Call Track Weekly Emails
- Check Scanning Hardware & Third Party Bank Software
- Company Invoicing
- Industry Access internal systems
- Company Contact Request
- Daily Company Updates & Remarks
- IMS (Imprest management System)
- RMS (Refund management System)
- Special Activities Database (SAD) Interfacing
- Regulatory Information Retrieval System (RIRS) Interfacing
- Online Producer/Adjuster Resident Renewals / Biographical Information Updates\
- Invoice Copies
- Maintenance of all Line of Business SQL Servers
- Phone List Application
- Document Search Application
- Law & Administrative Provisions Insurance Search (LAPIS) Application
- Records Retention Online (RRON) Application
- Employee Suggestion Box Application
- Fraud Reporting System Application
- Gov QA Interface (IFRAMES)
- SiteFinity
- Continuance of Operations (COOP)
- SharePoint Server 2010 and Development Server
- Site Collection Administrator for SharePoint Server
- Site Page Management, Workflow, Document Repositories for SharePoint
- Rate Filing Search Application - P&C and Health
- Order Free Senior Health Insurance Guides Online - - SHIIP Publications By mail
Electronic Form
- Producer Certificates Online - Certificate Program for the Wall Certificate and Letter
of Certification

- On-line Resident Renewal Application
- On-line Producer Address Changes Application
- Industry Access Application
- Public Adjuster Electronic Registration Form
- Non-Resident Licensing Renewal
- Submit a Disaster-Related Complaint Online Electronic Form
- File an insurance complaint - Complaint Filing Information and Form
- Search for a producer or company
- Search for a Producer and Company Appointments Application
- Search for a Producer by Location Application
- Company Search Form Application
- Company Appointed Producer List Application
- Company Appointed Renewal List Application
- Check license renewal status
- Life Insurance Policy Search
- Surplus Lines Whitelist
- Insurance Company Contact Request Electronic Form
- Auto Theft and Fraud Prevention (LATIFPA) Applications
- Detailed Industry Fraud Report Online
- NAIC Fraud Import
- Have a Suggestion Application
- Internet Poll Feature and Internet Poll Feature Admin Side
- Producer Record Change Request Electronic Form
- Public Record Request Application and Public Record Request Admin Side
- SHIIP Client Contact Form
- SHIIP PDAP Counseling Tool
- SHIIP Connect (Counselor Portal)
- SHIIP Speaker Request Form
- SHIIP Media activity Online Electronic Form
- Minority Affairs Complaint/Assistance Program
- Legal SharePoint document repository
- Health SharePoint document repository

- Producer Licensing Initial Application
- Producer Licensing Renewals
- Producer Information Change
- Company Administration
- Municipal Taxes Form 1076
- Surplus Lines Taxes Form 1265
- Catastrophic Adjuster Registration System
- SERFF Import
- Weekly Company Update
- Product Filing Matrix
- Weekly Web Trends Report
- Market Share Reports (Top 20)
- Company Contacts
- New Officers/Directors
- Producer Contacts
- CE Imports – from company
- Education Roster Import
- Company Affiliations
- POIDRS
- Hurricane Losses
- Catastrophic Loss Reporting System
- Act 427
- IRO Review
- Anti-Fraud Plans
- HIPAA Assessments
- CE Administration
- CE Course Management
- CE Instructor Management
- CE Course Submission/Renewal
- View Mobile License Care
- Producer Appointment Renewals
- Producer Appointments

- Producer Appointment Terminations
- Appointment renewals
- Producer data file generation and upload to state social services
- CC/PAM SHIP Data generation and uploads to the federal government
- NIPR State Process Functions
- Producer/Producer Agency Renewals
- Adjuster/Adjuster Agency Renewals
- Address Changes
- Non-Resident Licensing New applications
- Resident Licensing New Applications
- Adjuster Licensing New Applications
- NPN management and integration
- Appointments/Cancellations
- Invalid Address Fines
- NIPRPDB (National Insurance Producer Registry Producer Database) Import into EMS
- NAICCDs (National Association of Insurance Commissioners Complaint Database) Import into EMS
- Maintain SQL DTS Package to query Public Affairs database, generate a list of media contacts, attach a press release and automatically e-mail these people the release.
- Maintain SQL DTS Package to query Public Affairs database to generate a list of Senators and Representatives, and e-mail them a message online.
- Maintain SQL DTS Package to query SQL database, generate a list of insurance agents, and e-mail them automatically.
- Maintain SQL DTS Package to query SQL database, generate a list of insurance companies, and e-mail them automatically.
- Maintain SQL DTS Package to query SQL database, generate a lists as required for other State agencies
- Payment Gateway for all E-commerce enabled applications
- Annual Health Care Conference Registration
- Annual LATIFPA Conference Registration

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

- Provide consulting functions related to current database modifications and potential modifications including expert advice upon possible new application systems based upon changes in legislative mandates, NAIC (National Association of Insurance Commissioners) initiatives, and Regulations and Directives promulgated by the Commissioner of Insurance.
 - Provide network assistance to network contractors in maintaining and administrating the Virtual Machine environment including the Virtual Machine's database.
 - Assist the Department in the maintenance of the Business Continuity Plan and the Disaster Recovery Plan.
- C. Maintain documentation concerning maintenance and modules for the applications in departmental provided resources including current source code with documentation of the functionality of the modules in the source code.
- D. Provide a ninety (90) day period after the end of the contract period or in case of a termination for any cause listed in the contract to support intelligence transfer of the application maintenance, documentation, and source code to the Department or to a designated maintenance support vendor.

2.4 Deliverables

The Contractor will present an invoice at month's end reflecting the hours worked by each Contractor's personnel by date and identification number of the work assignments. Hours not attached to a work assignment should be documented as to the purpose of the work. The work sheets may be submitted electronically to the State Project Manager, Mr. Lonnie Richardson or his designee. The invoice will be one twelfth (1/12) of the total yearly cost and the timesheet must support that the minimum number of hours were met.

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

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

Acceptance of Deliverables

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

2. *Submittal and Review.* Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, LDI will review the Deliverable within 10 business days after the Deliverable is presented to the LDI Project Manager and feedback will be given to the Contractor. Invoices and work sheets will be promptly reviewed by the Contract Supervisor and if acceptable,

approved and submitted for payment. Any discrepancies will be communicated back to the Contractor when discovered to resolve the problem.

3. *Notification of Acceptance or Rejection.* If LDI disapproves a Deliverable, LDI will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved. The payment by the LDI for completed tasks is contingent upon correction of all such deficiencies and acceptance by LDI. Electronic notification to the Contractor or the onsite staff will suffice for written communication.

2.5 Scope of Work Elements

2.5.1 Project Management Requirements

Project Managers are required to work a minimum of 87 hours a month. The Project Manager will be fully dedicated to the Duty of Project Management for the required minimum hours of the contract. When the individual is acting in the capacity of the Project Manager Role that individual will not perform other job duties with the hours and times billed as required for the Project Manager.

- A. *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.
- B. *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.
- C. *Provide Time Sheets* - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Director indicating effort expended and work performed by each member of its, or its subcontractors' staff, participating in this contract. Time sheets shall, at a minimum, identify the name of the individual performing the work and the number of hours worked during the period by Work Plan task.
- D. *Provide Issue Control* - Contractor will develop and implement with State approval, procedures and forms to monitor the identification and resolution of key project issues and problems.

2.5.2 Technical Requirements

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

The Contractor will provide 1-3 project managers on site for a total minimum of 87 hours per month. In addition, the Contractor will provide staff on site for a minimum of 416 hours per month.

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

- 1 or 2 Database Specialists working a minimum of 56 hours a month
- 1 or 2 Application Architect working a minimum of 80 hours a month
- 2 or 3 Software Developers working a minimum of 240 hours a month
- 1 or 2 Telerik Sitefinity Administrator/Developer working a minimum of 40 hours a month.

2.5.3 Project Requirements

Not Applicable

PART III: EVALUATION

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

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

CRITERIA	MAXIMUM SCORE
1. <i>Company Background and Experience</i>	20
2. <i>Approach and Methodology</i>	20
3. <i>Staff Qualifications</i>	25
4. <i>Hudson/Veteran Small Entrepreneurship Program</i>	10
5. <i>Cost</i>	25
TOTAL SCORE	100

3.1 Cost Evaluation

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

$$BCS = (LPC/PC \times 25)$$

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

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

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

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

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points

- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurs to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurs to be utilized
 - the experience and qualifications of the certified small entrepreneur(s)
 - the anticipated earnings to accrue to the certified small entrepreneur(s)

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

It is expected that the maintenance work will be performed onsite at the Poydras Building, 1702 North Third Street, Baton Rouge, LA 70802 or offsite via the LDI Virtual Desktop Infrastructure (VDI) or the Virtual Private Network (VPN) when approved by the State Project Manager or designee. Office furniture and required equipment for the Contractor will be provided by LDI, if available. The Contractor and contract personnel will report to, and take direction from, the LDI Project Manager and/or designee(s).

The department is closed on certain holidays and the Contractor should not expect to have the LDI staff available during these times unless the staff person is contacted in advance, the person's supervisor is notified and agrees, the Contract Supervisor is notified and agrees. In the case of a natural or man-made disaster, the Contractor and Contract Supervisor will communicate to determine the level of service that is required from the Contractor in this period and if the Poydras Building is not available, the Contractor's staff will be able to work from a location that is agreeable to both parties.

4.2 Performance Measurement/Evaluation

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

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

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

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

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

ATTACHMENT I: CERTIFICATION STATEMENT

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

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

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. 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 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> .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT II: LETTER OF UNDERSTANDING

Departmental Developed Application System Maintenance and Staff Augmentation

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 Departmental Developed Application System Maintenance and Staff Augmentation. A copy of the Louisiana Department of Insurance's Software Development Standards can be found at:

<http://www.lidi.la.gov/> and click on the Request for Proposal tab.

Letter of Understanding

Departmental Developed Application System Maintenance and Staff Augmentation

{Company
Name}
{Company Physical
Address}

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

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

This letter of understanding covers the Departmental Developed Application System Maintenance and Staff Augmentation for the Louisiana Department of Insurance and cannot be assumed or determined to cover any current or subsequent project that {Company Name} may bid upon with the State of Louisiana and the Louisiana Department of Insurance.

{Signature of management}

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

ATTACHMENT III: COST SUMMARY

Departmental Developed Application System

Maintenance and Staff Augmentation

COST SUMMARY TO SHOW FLAT MONTHLY COST

Name of Resource	Role	Hours	Rate
Resource – Name -- XXXX		XXX	
Resource – Name -- XXXX		XXX	
Resource – Name -- XXXX		XXX	
Resource – Name -- XXXX		XXX	
Resource – Name -- XXXX		XXX	
Resource – Name -- XXXX		XXX	
	TOTAL	XXX	\$XXXXXX

* Number of Hours for informational purposes only.

* Resulting contract will be a fixed-fee contract.

ATTACHMENT IV: SAMPLE CONTRACT

STATE OF LOUISIANA

CONTRACT

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

1.0 SCOPE OF SERVICES

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

1.1 CONCISE DESCRIPTION OF SERVICES

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

1.2 COMPLETE DESCRIPTION OF SERVICES

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

Attachment I - Statement of Work

Attachment II - Hardware/Software Environment

Attachment III - Contractor Personnel and Other Resources

Attachment IV - State Furnished Resources

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

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

2.2 WARRANTIES

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

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

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

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

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

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

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

2.3 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal

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

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

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

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

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

2.4 STAFF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount included in Section 5.0. For insurance requirements, refer to Attachment V.

2.5 LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract.

2.6 SECURITY

Contractor's personnel will always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

2.7 TAXES

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

2.8 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

3.0 TECHNICAL REQUIREMENTS

3.1 STATEMENT OF WORK

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

3.2 CONFIGURATION REQUIREMENTS

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

3.3 PROJECT MANAGEMENT

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

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

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

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

D. Provide Time Sheets - Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project 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 may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

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

3.6 STATE PROJECT DIRECTOR

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

3.7 STATE FURNISHED RESOURCES

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

3.8 STATE STANDARDS AND GUIDELINES

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

3.9 ELECTRONICALLY FORMATTED INFORMATION

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

4.0 ACCEPTANCE OF DELIVERABLES

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

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

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

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

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

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

5.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$. 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 Task 4 Verify Functional Requirements

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

\$000.00 Task 7 WIS System Modifications and Testing

\$000.00 Task 9 Develop System Documentation

\$000.00 Task 12 Conduct Pilot Test

\$000.00 Task 14 Statewide Implementation

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Acceptance of Deliverables Section 4.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and receipt of an invoice. 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*

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

Project Milestone Percentage

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

Applications and Analysis Completed 40%

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

Final Plan accepted by the State 20%

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 Contractual Review, Division of Administration.

14.0 FUND USE

Contractor agrees not to use funds received for services rendered under this Contract to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

15.0 NON-DISCRIMINATION

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

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

16.0 HEADINGS

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

17.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

respect to the subject matter.

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

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

CONTRACTOR'S SIGNATURE

DATE

STATE'S SIGNATURE

DATE

ATTACHMENT I STATEMENT OF WORK

1.0 INTRODUCTION

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

2.0 DESCRIPTION OF SERVICES/TASKS

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

3.0 SCHEDULE REQUIREMENTS

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

4.0 PERFORMANCE MEASURES AND MONITORING PLAN

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

5.0 DELIVERABLES

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

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

Examples are as follows:

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

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

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

5.0 STANDARD OF PERFORMANCE

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

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

ATTACHMENT II HARDWARE/SOFTWARE ENVIRONMENT

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

1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE

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

2.0 SPECIAL REQUIREMENTS

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

3.0 STANDARDS AND GUIDELINES

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

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

**ATTACHMENT III
CONTRACTOR PERSONNEL AND OTHER RESOURCES**

1.0 CONTRACTOR PERSONNEL

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

Name/Company Responsibilities/Classification Rate Expected Duration

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

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

2.0 PC WORKSTATIONS

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

3.0 NETWORK CONNECTIVITY

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

ATTACHMENT IV STATE FURNISHED RESOURCES

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

1.0 PROJECT DIRECTOR

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

2.0 TECHNICAL STAFF

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.