REQUEST FOR PROPOSALS

for
Maintenance, Operations, and Enhancements of the
Integrated Eligibility System (Medicaid, SNAP, TANF)

RFP #: 3000013033
Proposal Due Date/Time: August 6th, 2019

State of Louisiana
Office of Technology Services
on behalf of
The Louisiana Department of Health and
The Louisiana Department of Children & Family Services

Published on: June 4th, 2019
# TABLE OF CONTENTS

## Part 1: Administrative and General Information

1.1 Purpose .......................................................................................................................... 5
1.2 Background .................................................................................................................... 6
  1.2.1 Department of Children and Family Services ............................................................ 6
  1.2.2 Department of Health ................................................................................................ 6
  1.2.3 Office of Technology Services ................................................................................... 7
1.3 Goals and Objectives ..................................................................................................... 7
1.4 Term of Contract ........................................................................................................... 8
1.5 Definitions ...................................................................................................................... 8
1.6 Schedule of Events ....................................................................................................... 15
1.7 Proposal Submittal ....................................................................................................... 16
1.8 Qualifications of Proposer .......................................................................................... 16
  1.8.1 Desirable Qualifications .......................................................................................... 16
1.9 Proposal Response Format .......................................................................................... 17
  1.9.1 Cover Letter ............................................................................................................. 17
  1.9.2 Table of Contents .................................................................................................... 18
  1.9.3 Executive Summary ............................................................................................... 18
  1.9.4 Company Background and Experience .................................................................. 18
  1.9.5 Approach and Methodology .................................................................................... 20
  1.9.6 Proposed Staff Qualifications .................................................................................. 20
  1.9.7 Veteran and Hudson Initiative Programs Participation ......................................... 20
  1.9.8 Cost Proposal .......................................................................................................... 22
  1.9.9 Certification Statement ............................................................................................ 22
  1.9.10 Outsourcing of Key Internal Controls: .................................................................. 22
1.10 Number of Copies of Proposals .................................................................................. 22
1.11 Legibility/Clarity ......................................................................................................... 23
1.12 Confidential Information ............................................................................................. 23
  1.12.1 Trade Secrets and Proprietary Information ............................................................. 24
1.13 Proposal Clarifications Prior to Submittal ................................................................. 25
  1.13.1 Pre-proposal Conference ......................................................................................... 26
  1.13.2 Proposer Inquiries .................................................................................................. 26
  1.13.3 Blackout Period ...................................................................................................... 27
1.14 Errors and Omissions in Proposal .............................................................................. 28
1.15 Changes, Addenda, Withdrawals ............................................................................... 28
1.16 Withdrawal of Proposal .............................................................................................. 28
1.17 Waiver of Administrative Informalities ..................................................................... 28
1.18 Proposal Rejection/RFP Cancellation ....................................................................... 28
1.19 Ownership of Proposal .............................................................................................. 28
1.20 Cost of Offer Preparation ........................................................................................... 29
1.21 Taxes .............................................................................................................................. 29
1.22 Determination of Responsibility .................................................................................. 29
1.23 Use of Subcontractors ................................................................................................ 30
1.24 Written or Oral Discussions/Presentations ................................................................ 30
1.25 Acceptance of Proposal Content ............................................................................... 31
1.26 Evaluation and Selection ............................................................................................. 31
1.27 Best and Final Offers (BAFO) ...................................................................................... 31
1.28 Contract Award and Execution.................................................................................. 31
1.29 Notice of Intent to Award.......................................................................................... 32
1.30 Right to Prohibit Award............................................................................................. 32
1.31 Insurance Requirements for Contractors.................................................................... 32
  1.31.1 Contractor’s Insurance......................................................................................... 33
  1.31.2 Minimum Scope and Limits of Insurance............................................................ 33
  1.31.3 Deductibles and Self-Insured Retentions............................................................ 34
  1.31.4 Other Insurance Provisions.................................................................................. 34
  1.31.5 Acceptability of Insurers..................................................................................... 35
  1.31.6 Verification of Coverage....................................................................................... 35
  1.31.7 Subcontractors...................................................................................................... 36
  1.31.8 Workers Compensation Indemnity....................................................................... 36
  1.31.9 Duty to Defend..................................................................................................... 36
1.32 Indemnification and Limitation of Liability.................................................................. 36
1.33 Payment....................................................................................................................... 38
  1.33.1 Electronic Vendor Payment Solutions..................................................................... 38
1.34 Termination.................................................................................................................. 38
  1.34.1 Termination of the Contract for Cause.................................................................. 38
  1.34.2 Termination of the Contract for Convenience..................................................... 39
  1.34.3 Termination for Non-Appropriation of Funds..................................................... 39
1.35 Assignment.................................................................................................................. 39
1.36 Right to Audit............................................................................................................. 39
1.37 Civil Rights Compliance............................................................................................. 39
1.38 Record Ownership...................................................................................................... 40
1.39 Entire Agreement/ Order of Precedence..................................................................... 40
1.40 Contract Modifications............................................................................................... 40
1.41 Substitution of Personnel.......................................................................................... 40
1.42 Governing Law.......................................................................................................... 41
1.43 Claims or Controversies............................................................................................ 41
1.44 Code of Ethics.......................................................................................................... 41
1.45 Corporate Requirements............................................................................................ 41
1.46 Prohibition of Discriminatory Boycotts of Israel ....................................................... 41
1.47 Anti-Kickback Clause................................................................................................. 42
1.48 Clean Air and Federal Water Pollution Control Act.................................................. 42
1.49 Energy Policy and Conservation Act.......................................................................... 42
1.50 Anti-Lobbying Act..................................................................................................... 42
1.51 Drug-Free Workplace Statement................................................................................ 43
1.52 Royalty Free Rights to Use Software or Documentation Developed......................... 43
1.53 Suspension/Debarment.............................................................................................. 44
Part 2: Scope of Work/Services...................................................................................... 45
  2.1 Scope of Work............................................................................................................ 45
  2.2 Task and Services...................................................................................................... 45
    2.2.1 Applications Development & Support..................................................................... 45
    2.2.2 Baseline Maintenance & Operations Support....................................................... 46
    2.2.3 Enhancements & Extended Support...................................................................... 50
  2.3 Deliverables.............................................................................................................. 50
    2.3.1 Task Orders.......................................................................................................... 50
  2.4 Technical Requirements............................................................................................ 51
2.4.1 Staff Roles & Responsibilities ................................................................. 52
2.5 Project Requirements ................................................................................. 53
2.6 Service Level Agreements .......................................................................... 53
  2.6.1 System Uptime, Response Time, and Accuracy Metrics ......................... 54
  2.6.2 End-User Support Metrics .................................................................. 55
  2.6.3 Roles and Responsibilities .................................................................. 57
  2.6.4 Liquidated Damages ........................................................................... 58
Part 3: Evaluation .............................................................................................. 59
  3.1 Cost Evaluation ......................................................................................... 59
  3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation ............................................................................ 60
Part 4: Performance Standards .......................................................................... 62
  4.1 Performance Requirements ....................................................................... 62
  4.2 Performance Measurement/Evaluation/Monitoring Plan ......................... 63
    4.2.1 Performance Measures/Evaluation ......................................................... 63
    4.2.2 Monitoring Plan .................................................................................. 63
    4.2.3 Staffing Changes ................................................................................ 63
  4.3 Veteran and Hudson Initiative Programs Reporting Requirements ........ 63
Part 5: Cost Worksheet ...................................................................................... 64
Attachment I: Certification Statement .............................................................. 66
Attachment II: Sample Contract ....................................................................... 68
Attachment III: Electronic Vendor Payment Solution ..................................... 115
Attachment IV: Enterprise Architecture Integration Requirements for Enterprise/Statewide Systems ................................................................. 116
Attachment V: System Development Requirements ........................................ 119
Attachment VI: Staff Roles, Responsibilities, Skill, and Experience ................ 121
Attachment VII: Sample Task Order ............................................................... 132
Attachment VIII: Current System Environment ............................................. 134
Attachment IX: HIPAA Addendum ................................................................. 139
REQUEST FOR PROPOSALS
FOR
Maintenance, Operations, and Enhancements of the
Integrated Eligibility System (Medicaid, SNAP, TANF)

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The Office of Technology Services (OTS) is seeking qualified Proposer(s) who are interested in providing Staff Augmentation and Knowledge Transfer services necessary to provide Maintenance, Operations, and Enhancement Support (M&O) for the Department of Children and Family Services’ (DCFS) Louisiana Integrated Technology Eligibility System (LITE) and the Louisiana Department of Health’s (LDH) Medicaid Eligibility Determination System (LaMEDS) – jointly known as the Integrated Eligibility System (IE).

The LITE system also includes functionality for the Disaster Supplemental Nutrition Assistance Program (D-SNAP) program.

Proposer(s) are required to submit a single proposal. Each proposal will be evaluated on merit, references, and documented quality of resources supporting the proposed services and cost. Within its discretion, OTS could potentially award multiple contracts from this RFP.

The Proposer(s) should address how they will execute all activities and provide all resources necessary to help the state provide M&O for IE including the required knowledge transfer necessary for the State to solely provide M&O in the future. M&O for IE should be managed and executed using Agile software development methodologies (Scrum, Kanban, etc.).

Scrum is a management framework for incremental product development using cross-functional, self-organizing teams with a defined structure of roles, artifacts, and time boxes. Teams are responsible for creating and adapting software using fixed-length iterations, called Sprints. Sprints are on average two weeks or (10) business days where teams build potentially releasable (value added) product increment.

Kanban is a lean method to manage and improve work across human systems. This approach aims to manage work by balancing demands with available capacity, and by improving the handling of system-level bottlenecks. Work items are visualized to give participants a view of progress and process, from start to finish – usually via a Kanban board. Work is pulled as capacity permits, rather than work being pushed into the process when requested. In knowledge work and in software development, the aim is to provide a visual process-management system which aids decision-making about what, when and how much to produce.
1.2  Background

1.2.1  Department of Children and Family Services

The Louisiana Department of Children and Family Services (DCFS) is one of the administrative departments within the Executive Branch of state government in Louisiana. The administrative head of the department is the Secretary, who is appointed by the Governor. DCFS is comprised of three primary programs: Child Welfare, Economic Stability, and Child Support Enforcement. The mission of DCFS is to keep children safe, help individuals and families become self-sufficient, and provide safe refuge during disasters.

The Economic Stability section of DCFS assists families with needed assistance programs, including Supplemental Nutrition Assistance Program (SNAP - formerly Food Stamps), Kinship Care Subsidy Program (KCS), and the Family Independence Temporary Assistance Program (FITAP).

More info on each individual program here: 

DCFS’ LITE system is currently in development and is scheduled to go into production on November 18, 2019.

1.2.2  Department of Health

The mission of the Louisiana Department of Health (LDH – Formerly the Louisiana Department of Health and Hospitals [DHH]) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. LDH is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.

LDH is comprised of the Bureau of Health Services Financing (BHSF Medicaid), the Office for Citizens with Developmental Disabilities (OCDD), the Office of Behavioral Health (OBH), the Office of Aging and Adult Services (OASS), and the Office of Public Health (OPH). Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.

LDH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary (OS), a financial office known as the Office of Management and Finance (OMF), and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.

The Eligibility Section within BHSF governs Medicaid enrollment operations, including IT systems. The Eligibility Section is responsible for managing the day-to-day operations of the Medicaid Eligibility Determination System (LaMEDS). The LaMeds system was the first system developed on the unified, standards-based EA platform. The LaMeds system went into production on November 13th, 2018. The Eligibility Section utilizes LaMEDS to meet operational needs related to eligibility determinations and
LaMEDS is the system used to capture, maintain, and transmit Medicaid eligibility information within the Department and to external agencies. LaMEDS is vital to LDH to provide Medicaid eligibility status and confirmation to external entities as necessary, allowing enrollees to receive services in a timely manner and ensuring that providers of Medicaid services can bill and receive payment for services performed.

1.2.3 Office of Technology Services

The Louisiana Division of Administration (DOA), Office of Technology Services (OTS) was established July 1, 2014, as a means of recognizing cost savings through the consolidation of State IT assets and resources. OTS leads the technology procurement process in order to standardize technology over the entire organization, seek efficiencies of operations, maintenance, and scalability of new products introduced to the OTS suite of services, which can eventually be offered to all in-scope agencies.

The creation of the Office of Technology Services (OTS) consolidates a wide variety of existing hardware platforms, operating systems, database management systems, networks, third party software, and custom applications. These legacy environments currently reside in multiple physical locations, and have been developed over many years under the direction of the user agencies. OTS plans to apply the Information Technology Infrastructure Library/Control Objectives for Information Technology (ITIL/COBIT) process model to the task of organizing and consolidating the many separate environments; and of identifying and implementing process improvements designed to move the State to more efficient, streamlined, and cost-effective IT operations.

Additionally, OTS has established an unified, standards-based Enterprise Architecture (EA). The EA was procured on behalf of LDH, but is envisioned to become the foundation for the statewide EA. The EA is composed of seven core components: Enterprise Service Bus (ESB), Master Data Management (MDM), Data Warehousing (DWH), Identity and Access Management (IAM), Electronic Document Management System (EDMS), Consumer Communications (CC), and Business Rules Engine (BRE). The long-term vision for the EA is for a technical infrastructure that will allow for the efficient integration of systems and data sharing.

1.3 Goals and Objectives

The Office of Technology Services seeks application development and technical support services to provide M&O support including preventative maintenance to achieve continuous operations with minimal downtime outside of normal maintenance windows, troubleshooting of system failures, and implementation of system enhancements including defect corrections. These services will be provided for the development, testing, deployment, implementation, and maintenance of the IE system. The end goal is to transition maintenance and operations responsibility to OTS staff, so knowledge transfer and mentoring will be a key activity over the course of the contract.

The State will be responsible for the control, management, supervision, and quality assurance for all tasks and services performed by the Contractor. Contractor shall perform all tasks and services at the direction
of and in accordance with State processes, procedures, and standards. Contractor has primary responsibility for quality control of tasks and services performed.

The work for this project should be managed and executed using Agile software development methodologies (Scrum, Kanban, etc.).

### 1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about December 1, 2019, and is anticipated to end on November 30, 2022. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, the State may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

### 1.5 Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>Acceptance, Accepted</td>
<td>Written notice from the State to the Contractor that a Deliverable or service has satisfied the Acceptance Criteria for that Deliverable or service.</td>
</tr>
<tr>
<td>Acceptance Criteria</td>
<td>The conditions that must be met before the State Product Owner accepts the particular functionality or User Story. Acceptance Criteria may be defined at a system level, a feature level, or a User Story level, but the criteria must be defined before delivery.</td>
</tr>
<tr>
<td>Acceptance Testing</td>
<td>The functional testing of a digital service(s), component, or major release of software intended to determine if it meets requirements specified in the Acceptance Criteria.</td>
</tr>
<tr>
<td>Advanced Encryption Standard (AES)</td>
<td>Specification for the encryption of electronic data, which was established by the US National Institute of Standards and Technology (NIST) in 2001.</td>
</tr>
<tr>
<td>Advance Planning Document (APD)</td>
<td>A recorded plan of action to request Federal financial participation (FPP) in the cost of a project or operations which will require the use of automated data processing equipment and services. APDs may be submitted for planning, implementation, operations, and updates as referenced in 45 CFR 95.610.</td>
</tr>
<tr>
<td>Agency</td>
<td>Any department, commission, council, board, office, bureau, committee, institution, government, corporation, or other establishment of the executive branch of the State of Louisiana authorized to participate in any contract resulting from this solicitation.</td>
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<td>Term</td>
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<td>Agile Software Development</td>
<td>An umbrella term for iterative, incremental software development methodologies including Extreme Programming (XP), Scrum, Kanban, Crystal, Dynamic Systems Development Method (DSDM), Lean, and Feature-Driven Development (FDD). Agile development is an alternative to traditional phase-driven “Waterfall” development method, which emphasizes top-down project management, “big design up front,” silos for architecture and design, coding, and testing, and extensive documentation. Agile methodologies share an emphasis on small teams delivering small increments of working software with great frequency while working in close collaboration with the customer and adapting to changing requirements.</td>
</tr>
<tr>
<td>Application Programming Interface (API)</td>
<td>An interface implemented by a software program that enables it to interact with other software. It facilitates interaction between different software programs similar to the way a user interface facilitates interaction between humans and computers.</td>
</tr>
<tr>
<td>Americans with Disabilities Act (ADA)</td>
<td>The ADA is a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public.</td>
</tr>
<tr>
<td>Bamboo</td>
<td>A proprietary continuous integration server.</td>
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<tr>
<td>Business Day</td>
<td>Traditional workdays, which are Monday, Tuesday, Wednesday, Thursday and Friday from 8 a.m. – 5 p.m. Central Time. Only Louisiana state holidays are excluded.</td>
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<tr>
<td>Business Rules Engine (BRE)</td>
<td>An externalized repository of business logic, often written in natural syntax, which can be pointed to by numerous software programs operating in the same common environment for programmatic decisions. Allows program logic to be updated by business users without the need for editing and troubleshooting software code.</td>
</tr>
<tr>
<td>Calendar Days</td>
<td>All seven (7) days of the week. Unless otherwise specified, the term “days” in the Contract refers to calendar days.</td>
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<tr>
<td>can</td>
<td>Denotes an allowable activity, but not a mandatory requirement.</td>
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<tr>
<td>Capability Maturity Model (CMM)</td>
<td>CMM is a benchmark for measuring the maturity of an organization’s software process.</td>
</tr>
<tr>
<td>Capability Maturity Model Integration (CMMI)</td>
<td>CMMI is a process improvement approach that provides organizations with the essential elements of effective processes.</td>
</tr>
<tr>
<td>Commercial Off-the-Shelf (COTS)</td>
<td>An item that is commercially available, leased, licensed, or sold to the general public and which requires no special modification or maintenance over its life cycle.</td>
</tr>
<tr>
<td>Components</td>
<td>Individual self-contained modules that deliver specifically defined functionality.</td>
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<tr>
<td>Configuration Management</td>
<td>A systems engineering process for establishing and maintaining consistency of a product’s performance, functional, and physical attributes with its requirements, design, and operational information throughout its life.</td>
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<tr>
<td>Consumer Communications (CC)</td>
<td>A convergent set of Information Technology solutions that together provide organizations with the ability to communicate with their customers.</td>
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<tr>
<td>Contract</td>
<td>The written agreement between the successful Proposer(s) and the State that results from this RFP.</td>
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<tr>
<td>Contract Monitor</td>
<td>A person designated by the State to be responsible for negotiating, administering, and enforcing the terms and conditions of the contract. The contract monitor is the State’s primary point of contact through which all contracting information flows between the State and the Contractor.</td>
</tr>
<tr>
<td>Contractor</td>
<td>Any person having a Contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer(s) responding to this RFP.</td>
</tr>
<tr>
<td>COOP</td>
<td>Continuity of Operations Planning</td>
</tr>
<tr>
<td>could</td>
<td>The term “could” denotes an advisory or permissible action.</td>
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<tr>
<td>Data Warehouse (DWH)</td>
<td>A system used for reporting and data analysis that integrates data from one (1) or more disparate sources into a central repository of data.</td>
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<tr>
<td>DCFS</td>
<td>The Department of Children and Family Services</td>
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<tr>
<td>Definition of Done</td>
<td>The Acceptance Criteria, as defined by the Sprint, by which a unit of work (e.g. User Story, release) is assessed to determine completeness and ensure quality standards are applied prior to acceptance.</td>
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<tr>
<td>Deliverable</td>
<td>Those work products or artifacts produced for the State by the Contractor and identified as a Deliverable in the Statement of Work.</td>
</tr>
<tr>
<td>Disaster Supplemental Nutrition Assistance Program (D-SNAP)</td>
<td>The Disaster Supplemental Nutrition Assistance Program (D-SNAP) gives food assistance to low-income households with food loss or damage caused by a natural disaster.</td>
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<tr>
<td>Discussions</td>
<td>For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposer(s) who submit Proposals in response to this RFP.</td>
</tr>
<tr>
<td>DDI</td>
<td>Design, Develop, Implement</td>
</tr>
<tr>
<td>DICM</td>
<td>Document Imaging and Content Management</td>
</tr>
<tr>
<td>Division of Administration (DOA)</td>
<td>The Division of Administration is the executive office of the State which oversees the general management of all state finances and financial operations.</td>
</tr>
<tr>
<td>EDR</td>
<td>Electronic Data Repository</td>
</tr>
<tr>
<td>Electronic Document Management System (EDMS)</td>
<td>A software program that manages the creation, storage, and control of documents electronically within an organization workflow.</td>
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<tr>
<td>Employee</td>
<td>Includes any person employed by the contractor, under a written agreement between the individual and the contractor, to perform duties related to the contract.</td>
</tr>
<tr>
<td>Enterprise Architecture (EA)</td>
<td>Business technical framework which is the foundation to be used as a guide and benchmark for approving development, implementation and</td>
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<td>Term</td>
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<td>Enterprise Information Integration</td>
<td>A process of information integration, using data abstraction to provide a single interface (known as uniform data access) for viewing all the data within an organization, and a single set of structures and naming conventions.</td>
</tr>
<tr>
<td>Enterprise Governance</td>
<td>A management structure assigned the responsibility to consult, guide and approve foundational changes to the Enterprise Architecture.</td>
</tr>
<tr>
<td>Epic</td>
<td>A very large user story that is eventually broken down into smaller stories; epics are often used as placeholders for new ideas that have not been thought out fully.</td>
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<tr>
<td>EVP</td>
<td>Electronic Vendor Payment</td>
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<tr>
<td>Feature</td>
<td>A collection of User Stories or requirements of similar nature that together fulfill a stakeholder need.</td>
</tr>
<tr>
<td>Federal Approving Agencies</td>
<td>Federal agencies, including but not limited to the Centers for Medicare and Medicaid Services, and the Food and Nutrition Service.</td>
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<tr>
<td>Fiscal Year</td>
<td>Federal Fiscal Year (FFY): October 1 through September 30; State Fiscal Year (SFY): July 1 through June 30.</td>
</tr>
<tr>
<td>Git</td>
<td>A version control system for tracking changes in computer files and coordinating work on those files among multiple people.</td>
</tr>
<tr>
<td>Github</td>
<td>A web-based Git or version control repository and Internet hosting service.</td>
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<tr>
<td>Governance</td>
<td>The management framework within which project decisions are made.</td>
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<tr>
<td>Identity and Access Management (IAM)</td>
<td>The management of individual principals, their authentication, authorization, and privileges within or across system(s) and enterprise boundaries with the goal of increasing security and productivity while decreasing cost and downtime.</td>
</tr>
<tr>
<td>IEEE</td>
<td>Institute of Electrical and Electronics Engineers (IEEE)</td>
</tr>
<tr>
<td>Impediment</td>
<td>Anything that keeps the team from getting work done and that slows delivery of services.</td>
</tr>
<tr>
<td>In Scope Agencies</td>
<td>All departments and agencies subject to Louisiana Revised Statute 39:15.1.</td>
</tr>
<tr>
<td>Independent Verification &amp; Validation (IV&amp;V)</td>
<td>Independent third party assessments to verify that a product is well engineered and to validate that the project conforms to customer requirements.</td>
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<tr>
<td>integrate</td>
<td>The term “integrate” is used to describe a process where related systems share information with each other immediately in “real-time”.</td>
</tr>
<tr>
<td>Integration Testing</td>
<td>The phase in software testing in which individual software modules are combined and tested as a group.</td>
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<tr>
<td>interface</td>
<td>The term “interface” is used to define a process where data from one system is extracted and loaded into another system through an offline batch process.</td>
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<td>Term</td>
<td>Definition</td>
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<tr>
<td>Interoperability</td>
<td>The seamless implementation and integration of the various components of each digital service and across all modules that together form the CCWIS</td>
</tr>
<tr>
<td>IWS</td>
<td>IBM Workload Scheduler.</td>
</tr>
<tr>
<td>Jama</td>
<td>A proprietary product management tracking software.</td>
</tr>
<tr>
<td>Jira</td>
<td>A proprietary product development tracking software.</td>
</tr>
<tr>
<td>Key Personnel</td>
<td>Contractor staff positions designated by the State in the Statement of Work that are essential to the Project.</td>
</tr>
<tr>
<td>Kinship Care Subsidy Program (KCSP)</td>
<td>Provides cash assistance for each eligible child who resides with a qualified relative other than a parent.</td>
</tr>
<tr>
<td>LaPAC</td>
<td>Louisiana Procurement and Contract Network is the State’s online electronic bid posting and notification system located on the Office of State Procurement website.</td>
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<tr>
<td>LaCARTE</td>
<td>Louisiana’s Purchasing Card Program used to assist in the management of purchasing, payments, and accounting.</td>
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<tr>
<td>LDH</td>
<td>Louisiana Department of Health</td>
</tr>
<tr>
<td>Legacy System</td>
<td>An old method, technology, computer system, or application program, of, relating to, or being a previous or outdated computer system.</td>
</tr>
<tr>
<td>Master Data Management (MDM)</td>
<td>A comprehensive method of enabling an enterprise to link all of its critical data to one (1) file, called a master file, that provides a common point of reference.</td>
</tr>
<tr>
<td>may</td>
<td>The term “may” denotes an advisory or permissible action.</td>
</tr>
<tr>
<td>Milestones</td>
<td>A checkpoint identified in the Project Plan.</td>
</tr>
<tr>
<td>Monitor</td>
<td>To watch, track, and/or check on data/information, and to report on the data/information as determined by the State, including recommendations for resolutions of issues and suggestions for efficiencies.</td>
</tr>
<tr>
<td>MOVEit</td>
<td>A proprietary transfer software that encrypts files and uses secure File Transfer Protocols to transfer data.</td>
</tr>
<tr>
<td>must</td>
<td>Designates a mandatory requirement and denotes the same imperative as &quot;Shall&quot;.</td>
</tr>
<tr>
<td>NIST</td>
<td>National Institute of Standards and Technology</td>
</tr>
<tr>
<td>Occurrence</td>
<td>All loss caused by, or involving, one (1) or more &quot;employees,&quot; whether the result of a single act or series of acts.</td>
</tr>
<tr>
<td>OCR</td>
<td>Optical Character Recognition</td>
</tr>
<tr>
<td>Online Analytical Processing (OLAP)</td>
<td>An approach to answering multi-dimensional analytical queries swiftly.</td>
</tr>
<tr>
<td>Online Transaction Processing (OLTP)</td>
<td>A class of information systems that facilitate and manage transaction-oriented applications, typically for data entry and retrieval transaction processing on a database management system.</td>
</tr>
<tr>
<td>Operations</td>
<td>Ongoing, recurrent system activities.</td>
</tr>
<tr>
<td>OSP</td>
<td>Office of State Procurement</td>
</tr>
<tr>
<td>OTS</td>
<td>Office of Technology Services</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Performance Standards</strong></td>
<td>The standards relating to the operation of an individual Digital Service and/or the System as a whole as described in the Contract.</td>
</tr>
<tr>
<td><strong>PMO Director</strong></td>
<td>The Director of the Project Management Office</td>
</tr>
<tr>
<td><strong>Prime Contractor</strong></td>
<td>Primary Contractor assigned the responsibility to provide Staff Augmentation services and support.</td>
</tr>
<tr>
<td><strong>Procurement</strong></td>
<td>The buying, purchasing, renting, leasing, or otherwise obtaining supplies, services, or major repairs. It also includes all functions that pertain to the obtaining of any public procurement, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.</td>
</tr>
<tr>
<td><strong>Product (or Program Product)</strong></td>
<td>The packaged collection of software created pursuant to this Contract in order to fulfill the scope of work.</td>
</tr>
<tr>
<td><strong>Product Backlog</strong></td>
<td>The requirements for a system, expressed as a prioritized list of product backlog items. These include both functional and non-functional customer requirements as well as technical team-generated requirements. During a Sprint planning meeting, backlog items are moved from the product backlog into a sprint, based on the product owner's priorities.</td>
</tr>
<tr>
<td><strong>Product Owner</strong></td>
<td>Key stakeholder for the project. This person is responsible for the vision of what is to be built and conveyance of that vision to the Scrum team.</td>
</tr>
<tr>
<td><strong>Product Roadmap</strong></td>
<td>The high-level initiatives and the planned steps that communicate direction and progress to internal teams and external stakeholders.</td>
</tr>
<tr>
<td><strong>Project Director</strong></td>
<td>Individual assigned overall responsibility for delivery of the project goals.</td>
</tr>
<tr>
<td><strong>Project Management Body of Knowledge (PMBOK)</strong></td>
<td>PMBOK is a collection of processes and knowledge areas accepted as best practice for the project management profession.</td>
</tr>
<tr>
<td><strong>Project Manager(s)</strong></td>
<td>Individual(s) assigned lead responsibility for all or part of a project deliverable.</td>
</tr>
<tr>
<td><strong>Proposal</strong></td>
<td>The formal written response to this document.</td>
</tr>
<tr>
<td><strong>Proposer(s)</strong></td>
<td>A firm, venture or individual who responds to this RFP. The successful Proposer(s) responsive to this RFP is also described as the Contractor in this document.</td>
</tr>
<tr>
<td><strong>Quality Assurance (QA)</strong></td>
<td>This is the process by which a desired level of quality is maintained either in a product or service. Strong quality assurance reduces and sometimes prevents the number of mistakes or defects in a product or service.</td>
</tr>
<tr>
<td><strong>Quality Control (QC)</strong></td>
<td>A system of maintaining standards by testing a sample against the specification.</td>
</tr>
<tr>
<td><strong>Request for Information (RFI)</strong></td>
<td>An RFI (request for information) is a formal process for gathering information from potential suppliers of a good or service.</td>
</tr>
<tr>
<td><strong>Request for Proposal (RFP)</strong></td>
<td>A formal solicitation for Contractor recommendations on how specific functional requirements can be satisfied.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Requirements Traceability Matrix (RTM)</strong></td>
<td>A log serving as a living document which identifies how approved requirements are addressed and resolved from the point of identification through to post-implementation support.</td>
</tr>
<tr>
<td>ROI</td>
<td>Return on Investment</td>
</tr>
<tr>
<td>RPO</td>
<td>Recovery Point Objective - the maximum targeted period in which data/transactions might be lost from a service due to an incident.</td>
</tr>
<tr>
<td>RSD</td>
<td>Requirements Specifications Document</td>
</tr>
<tr>
<td>RTO</td>
<td>Recovery Time Objective - the maximum time period in which recent data might have been permanently lost in the event of an incident.</td>
</tr>
<tr>
<td>SAN</td>
<td>Storage Area Network</td>
</tr>
<tr>
<td>Scrum</td>
<td>A framework that is used to enforce the tenets of Agile development.</td>
</tr>
<tr>
<td>shall</td>
<td>The term “shall” denotes mandatory requirements.</td>
</tr>
<tr>
<td>SLA</td>
<td>Service Level Agreements</td>
</tr>
<tr>
<td>SOA</td>
<td>Service Oriented Architecture</td>
</tr>
<tr>
<td>SOW</td>
<td>Statement of Work</td>
</tr>
<tr>
<td>should</td>
<td>The term “should” denotes a desirable action.</td>
</tr>
<tr>
<td>Sprint</td>
<td>A regular, repeatable time-boxed work-cycle during which work is completed and made ready for review.</td>
</tr>
<tr>
<td>Sprint Planning</td>
<td>The process by which increments of work are planned, estimated, and committed to by the Contractor.</td>
</tr>
<tr>
<td>Sprint Zero Artifacts</td>
<td>The documents that will be delivered by the Contractor during the Sprint Zero Phase.</td>
</tr>
<tr>
<td>Sprint Zero Phase</td>
<td>The period of time prior to commencing delivery sprints.</td>
</tr>
<tr>
<td>State</td>
<td>Used to refer to the State of Louisiana, including, but not limited to DCFS CW.</td>
</tr>
<tr>
<td>Strategies to Empower People (STEP)</td>
<td>This program provides opportunities for work-eligible families of FITAP to receive job training, employment and supportive services to enable them to become self-sufficient. STEP is the result of the Personal Responsibility and Universal Engagement Act of 2003 passed by the Louisiana Legislature.</td>
</tr>
<tr>
<td>Subcontractor</td>
<td>Entity contracted by the Contractor to perform certain duties of the contract.</td>
</tr>
<tr>
<td>Successful Proposer(s)</td>
<td>The successful Proposer(s) is the entity to whom the contract is awarded to for purposes of this RFP. This term is used interchangeably throughout this RFP with the term Contractor.</td>
</tr>
<tr>
<td>Supplemental Nutrition Assistance Program (SNAP)</td>
<td>Provides nutrition assistance to millions of eligible, low-income individuals and families and provides economic benefits to communities.</td>
</tr>
<tr>
<td>Temporary Assistance for Needy Families (TANF)</td>
<td>The Temporary Assistance for Needy Families (TANF) program is designed to help needy families achieve self-sufficiency. States receive block grants to design and operate programs that accomplish one of the purposes of the TANF program. The four purposes of the TANF program are to: Provide assistance to needy families so that children can be cared for in their own homes; Reduce the dependency of needy parents by promoting job preparation, work and marriage; Prevent and</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
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<tr>
<td>reduce the incidence of out-of-wedlock pregnancies; Encourage the formation and maintenance of two-parent families</td>
<td></td>
</tr>
<tr>
<td>Task Order</td>
<td>A written agreement approved by both parties, adding, revising or revising the services or other specific project requirements.</td>
</tr>
<tr>
<td>The Open Group Architecture Framework (TOGAF)</td>
<td>A framework for enterprise architecture that provides an approach for designing, planning, implementing, and governing an enterprise information technology architecture.</td>
</tr>
<tr>
<td>Unit Testing</td>
<td>A review of an automated piece of code that invokes a unit of work in the system which then checks a single assumption about the behavior of that process.</td>
</tr>
<tr>
<td>User Acceptance Test (UAT)</td>
<td>Process used to validate system changes prior to implementation.</td>
</tr>
<tr>
<td>User Story</td>
<td>A tool used in Agile software development to capture a description of a software feature from an end-user perspective. It describes the type of user, what is desired and why. A user story helps to create a simplified description of a requirement and contains acceptance criteria.</td>
</tr>
<tr>
<td>User Story Approval</td>
<td>The process by which the State Product Owner approves the work completed for each User Story by verifying that the Contractor has met the Definition of Done.</td>
</tr>
<tr>
<td>Velocity</td>
<td>A capacity planning tool used in Agile Software Development. It is calculated by counting the number of units of work completed in a certain interval, the length of which is determined at the start of the project.</td>
</tr>
<tr>
<td>VPN</td>
<td>Virtual Private Network</td>
</tr>
<tr>
<td>will</td>
<td>Designates a mandatory requirement and denotes the same imperative as “Shall”.</td>
</tr>
</tbody>
</table>

### 1.6 Schedule of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP advertised in newspapers and posted to LaPac</td>
<td>June 4&lt;sup&gt;th&lt;/sup&gt;, 2019</td>
</tr>
<tr>
<td>Pre-proposal conference (if applicable)</td>
<td>June 13&lt;sup&gt;th&lt;/sup&gt;, 2019, 2:00 PM CT</td>
</tr>
<tr>
<td>Deadline for receipt of written inquiries</td>
<td>June 27&lt;sup&gt;th&lt;/sup&gt;, 2019, 4:00 PM CT</td>
</tr>
<tr>
<td>Deadline to answer written inquiries</td>
<td>July 11&lt;sup&gt;th&lt;/sup&gt;, 2019</td>
</tr>
<tr>
<td>Deadline for receipt of proposals</td>
<td>August 6&lt;sup&gt;th&lt;/sup&gt;, 2019, 4:00 PM CT</td>
</tr>
<tr>
<td>Presentations &amp; Discussions (if applicable)</td>
<td>TBD</td>
</tr>
<tr>
<td>Notice of Intent to award announcement, and 14-day protest period begins, on or about</td>
<td>TBD</td>
</tr>
<tr>
<td>Contract execution, on or about</td>
<td>TBD</td>
</tr>
</tbody>
</table>

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

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

By Mail:

Louisiana Division of Administration
Office of Technology Services
Attention: Matthew Vince, RFP Coordinator
P. O. Box 94095
Baton Rouge, LA 70804-9095
E-Mail: pmo@la.gov
Phone: (225) 342-7105
Fax: (225) 342-9756

By Courier:

Louisiana Division of Administration
Office of Technology Services
Attention: Matthew Vince, RFP Coordinator
1201 North Third St.
Claiborne Bldg., Suite 2-130
Baton Rouge, LA 70802
E-Mail: pmo@la.gov
Phone: (225) 342-7105
Fax: (225) 342-9756

The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.8 Qualifications of Proposer

1.8.1 Desirable Qualifications

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals:

Proposer(s) should meet the qualifications listed in section Staff Roles & Responsibilities prior to the deadline for receipt of proposals.

Each Proposer should have served during the past five years as the Prime Contractor for either the Design, Development, and Implementation (DDI) or Maintenance and Operations vendor of at least two large scale, successfully completed IT system development projects that were for a state government entity – preferably Integrated Eligibility, Medicaid Eligibility & Enrollment, or SNAP/TANF systems.

The Proposer should show staff has the experience to execute all activities and provide all resources necessary to assist the state with integration using Agile software development methodologies. Proposer should list required experience with Agile methodology and practices. Proposer should show experience in developing systems using the software, hardware, and implementation tools described in Attachment.

1.9 Proposal Response Format

This section describes the format of proposals, and describes the approach for the development and presentation of the proposal data. It is designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of proposals. Carefully review this section prior to commencing proposal preparation. In order for proposals to receive full consideration for award, Proposer(s) should ensure that the information furnished in support of the proposal is factual, accurate, and complete. The Proposer(s) shall be held responsible for the validity of all information supplied in its proposal, including that information provided by potential subcontractor(s).

Proposer(s) shall strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Failure to furnish a complete proposal at the time of proposal submission may result in the proposal being deemed non-responsive.

Proposer(s) should submit enough information to enable the evaluation committee to fully ascertain and score each Proposer’s capability to perform all of the requirements contemplated by this solicitation. All commitments made in the proposal may become a part of the resultant contract. The data submitted with each proposal should be complete and concise, but not overly elaborate. Excessive reliance on promotional brochures is discouraged.

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

1.9.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer. Cover letter should indicate that the signee of the proposal has signature authority. 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(s) is willing to perform those services and enter into a contract with the State. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The cover letter should also:

- Identify the submitting Proposer(s) and provide their LDR number, CAGE Code, DUNS Number, Tax Identification Number (TIN), points of contact, authorized negotiators, contact phone, facsimile numbers, and email addresses;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer(s) to contractually obligate the Proposer(s);
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
1.9.2 Table of Contents

Organized in the order cited in the format contained herein. The Table of Contents will identify major areas, paragraphs and subparagraphs by number and title as well as by page number.

1.9.3 Executive Summary

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

The executive summary should include a positive statement of compliance with the contract terms, see Attachment II: Sample Contract. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the 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.

1.9.4 Company Background and Experience

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

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

Proposers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications of the Proposer section.

This section should also include the following information:

- **Organization**
  - The Proposer(s) should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited. This section should provide a detailed discussion of the Proposer’s prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposer(s) should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with
references from previous clients including names and telephone numbers. Proposer(s) should clearly describe their ability to exceed the qualifications described in the section **Staff Roles & Responsibilities**.

- Organizational Chart listing company personnel and their roles for the areas of consideration required.
- Documentation of adequate financial resources: Provide letters of reference from financial institutions(s) concerning credit worthiness. Please include in a sealed envelope entitled **FINANCIAL RESOURCES** and the company name.
- Include a narrative describing personnel to include their names, duties and level of responsibility for key personnel (or any other personnel that may be needed to fulfill the solution). State the lines of authority and duties such as overall project management, clearly define the roles of each key individual, and an overall project implementation chain of command.
- Related services provided to government entities.
- Existing customer satisfaction.

- Past/Present Performance - This includes current/on-going performance that is complete to 70% or greater. Please provide a letter of reference from the current client to provide information that demonstrates a history of performance on contracts that are similar in scope, complexity, and cost magnitude to this project’s plans and specifications. Explain what aspects of the contract you find relevant to the proposed effort and identify how each contract ranks, in terms of relevancy, with respect to the other contracts addressed in proposal.

### 1.9.4.1 Format for Submitting Proposer’s References

Proposer should provide at least three (3) customer references with the following information. The references should be for providing Staffing services as described in **Part 2: Scope of Work/Services**. Proposer should ensure that the State evaluation team is able to have appropriate access to the clients listed as references. Three (3) customer references should also be supplied for each proposed subcontractor.

Each customer reference should include the following information:

1. Client Name
2. Customer type (city government, state government, university, corporation, etc.)
3. Brief description of the client, including history, corporate structure and organization, and number of years in business.
4. Description of Staffing services provided to the client. This should be a high-level description of the client’s IT operations and the Proposer’s responsibilities within those operations.
5. Was the Proposer the prime contractor or the subcontractor?
6. Describe the technical environments supported (database, server environment, etc.)
7. Service dates: specify start and end dates for the engagement. If engagement is ongoing, indicate the expected completion date, or state that there is no predetermined end date.
8. Relevance: Describe how this experience is relevant to the one described in this RFP.
9. Reference: Provide the name, title, address, email, and telephone number of the person who can be contacted for reference verification.
Proposers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Proposer section.

1.9.5 Approach and Methodology

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

The Proposer should:

- Provide Proposer’s understanding of the nature of the RFP and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Provide its approach to Agile support.
- Provide its approach to maintenance and operations of the current systems and technical environments.
- Provide its approach to managing system enhancements, new features, and functionality.
- Provide its approach to managing two systems (LaMEDS and LITE) in an integrated system development environment.
- Provide its approach to systems development using the State’s Enterprise Architecture System.
- Provide its approach to knowledge transfer to state resources.

1.9.6 Proposed Staff Qualifications

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

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.

1.9.7 Veteran and 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: https://smallbiz.louisianaeconomicdevelopment.com.

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

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

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

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

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


A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: https://smallbiz.louisianaeconomicdevelopment.com
Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

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.

1.9.8 Cost Proposal

The Proposer shall provide the fully burdened hourly rate and remote work rate, including but not limited to travel and project expenses located at the Contractor’s facility, travel and project expense requirements to the State's facility, for providing all services described in the RFP, in the Cost Worksheet. For evaluation purposes, the State has allocated a specific number of hours for each job category in the table for the purposes of computing a total category cost. These hours will be revealed upon proposal opening. The allocated hours are being utilized for evaluation purposes and do not represent a commitment by the State to incur the costs projected in this schedule.

For information purposes only, the Proposer should also provide for the project’s proposed staff: the total estimated number of hours by job classification and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

1.9.9 Certification Statement

The Proposer must sign and submit Attachment I: Certification Statement.

1.9.10 Outsourcing of Key Internal Controls:

Not applicable to this RFP.

1.10 Number of Copies of Proposals

The State requests the following be submitted to the RFP Coordinator at the address specified:

- One (1) Original (clearly marked “Original”) and seven (7) numbered copies of the technical proposal. All should be clearly marked technical proposal.
- One (1) Original (clearly marked “Original”) and two (2) numbered copies of the cost proposal. All should be clearly marked cost proposal.
• One (1) redacted copy, if applicable (see Section 1.9), and a full, “searchable” electronic copy on two (2) USB flash drives.

At least one (1) 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 the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

The technical proposal should be boxed and labeled separately from the cost proposal. Boxes should be labeled as follows:

1. RFP Number and Name
2. Proposal Due Date and Time
3. Proposer’s Name
4. The inscription “Technical Proposal”

Cost proposals should be similarly labeled, but with the inscription “Cost Proposal”.

1.11 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.

1.12 Confidential 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 the contract, or which become available to the Contractor in carrying out the 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 through no fault of Contractor or its subcontractors, vendors, agents, or employees, 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 without breach of the contract.
Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Office of Technology Services.

1.12.1 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 the contract, or which become available to the Contractor in carrying out the 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 Office of Technology Services.

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.

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

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

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

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

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

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The Proposer should also submit one (1) electronic redacted copy of their proposal on a flash drive or CD. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.

**If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.**

Proposers shall be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential,” the Proposer agrees to indemnify and defend (including attorney’s fees) the State/OTS, and hold harmless the State/OTS against all actions or court proceedings that may ensue, which seek to order the State to disclose the information.

State/OTS reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, or other State agencies or organizations for the sole purpose of assisting the OTS in its evaluation of the proposal. The OTS shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public record.

**1.13 Proposal Clarifications Prior to Submittal**
1.13.1 Pre-proposal Conference

A non-mandatory pre-proposal conference will be held at the following location:

Claiborne Building
Iowa Room – 1-153
1201 N. 3rd Street
Baton Rouge, LA 70802

The purpose of the conference shall be for Proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint venture intending to submit a proposal should have at least one duly authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Potential Proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, written questions will be researched and an official response will be posted at https://wwwcfprd.doa.louisiana.gov/osp/laPC/pubMain.cfm.

1.13.2 Proposer Inquiries

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

**By Mail:**
Louisiana Division of Administration
Office of Technology Services
Attention: Matthew Vince, RFP Coordinator/Blackout Period Contact
P. O. Box 94095
Baton Rouge, LA 70804-9095
E-Mail: pmo@la.gov
Phone: (225) 342-7105
Fax: (225) 342-9756

**By Courier:**
Louisiana Division of Administration
Office of Technology Services
Attention: Matthew Vince, RFP Coordinator/Blackout Period Contact
1201 North Third St.
Claiborne Bldg., Suite 2-130
Baton Rouge, LA 70802
E-Mail: pmo@la.gov
Phone: (225) 342-7105
Fax: (225) 342-9756

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time 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 the date specified in the Schedule of Events at https://wwwcfprd.doa.louisiana.gov/osp/laPC/pubMain.cfm.
Only the RFP Coordinator has the authority to officially respond to a Proposer’s questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

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

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

### 1.13.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per 1.14.2 Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation’s defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

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

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

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

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

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

1.14 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.

1.15 Changes, Addenda, Withdrawals

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

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

1.16 Withdrawal of Proposal

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

1.17 Waiver of Administrative Informalities

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

1.18 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. The State may also cancel or decline to enter into a contract with the successful proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

1.19 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. The Department retains the right to use any and all ideas or
adaptations of ideas contained in any proposal received in response to this solicitation. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

1.20 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. The proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with: (1) the preparation, drafting or negotiation of the final contract; or (2) any activities that the proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of State Procurement.

1.21 Taxes

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

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

1.22 Determination of Responsibility

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

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

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

1.23 Use of Subcontractors

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

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

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

1.24 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. Proposals may be accepted without such discussions.

Typically, these presentations provide Proposers with an opportunity to do one or more of the following:

• Demonstrate how this proposed solution meets all of the requirements found in this RFP;
• Demonstrate cost of efficiency savings to the State;
• Clarify and discuss implementation and integration strategies;
• Clarify its Proposal and ensure a mutual understanding of the Proposal content;
• Showcase approach to work with relevant timelines;
• Demonstrate the professionalism, qualifications, skills and work knowledge of its solution or skills of its implementation and integration candidates;
• Satisfy any other informational need of the State in regards to questions about the proposed solution.

The State will schedule the presentations, demonstrations, and interviews at its convenience and discretion. The State will determine the scope and format of any such presentations, demonstrations, and interviews.
The State may use the information it gathers during this process in evaluating the technical merits of the Proposals. If the State holds the demonstrations, presentations, or interviews, the State may decide to revise its existing Proposal scoring based on the results of this process. Reevaluation/scoring will be based on the original evaluation criteria.

### 1.25 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.

### 1.26 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.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

### 1.27 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available.

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

### 1.28 Contract Award and Execution

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

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

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

If the contract negotiation period exceeds thirty (30) business days, or if the selected Proposer fails to sign the final contract within seven (7) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.29 Notice of Intent to Award

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

The State will notify the successful Proposer(s) by issuing a “Notice of Intent to Award” letter and proceed to negotiate terms for final contract(s). The “Notice of Intent to Award” letter is the notification of the award, contingent upon approval by the Division of Administration, Office of State Procurement and successful negotiation and execution of a written Contract. Unsuccessful Proposers will also be notified in writing, accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with Section 1.13.1 of this RFP), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

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

The State reserves the right to make multiple awards.

1.30 Right to Prohibit Award

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

1.31 Insurance Requirements for Contractors

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

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

1.31.2 Minimum Scope and Limits of Insurance

1.31.2.1 Workers Compensation

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

1.31.2.2 Commercial General Liability

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

1.31.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months, with full reinstatement of limits, from the expiration date of the policy, if the policy is not renewed.

1.31.2.4 Automobile Liability

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

1.31.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State’s confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.31.3 Deductibles and Self-Insured Retentions

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

1.31.4 Other Insurance Provisions

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

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

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor’s insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor’s insurance.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

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

1.31.4.3 All Coverages

Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the State. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify State of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the State/OTS to require proof of compliance, or State/OTS acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the State/OTS for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

1.31.5 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best’s rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days of notice that the insurer’s rating is insufficient.

1.31.6 Verification of Coverage

Contractor shall furnish the State/OTS with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the State/OTS before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

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

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

### 1.31.7 Subcontractors

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

### 1.31.8 Workers Compensation Indemnity

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

### 1.31.9 Duty to Defend

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

### 1.32 Indemnification and Limitation of Liability
Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under 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, State Departments, Agencies, Boards, and Commissions, its officers, agents, servants, employees and volunteers, and its Authorized Users from and against any and all claims, expenses, liabilities, suits, actions, damages and costs of every name and description arising out of or death to any person or damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, 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, State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

If applicable, Contractor will indemnify, defend and hold harmless the State and its Authorized Users, 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.

1.33 Payment

Payment terms shall be negotiated with the successful Proposer.

A retainage fee of ten percent (10%) shall be withheld from each approved invoice pending successful completion of the contract. Upon satisfactory completion of all tasks contained in the Statement of Work, retained funds will be paid.

1.33.1 Electronic Vendor Payment Solutions

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

1.34 Termination

1.34.1 Termination of the Contract for Cause

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

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the 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.
1.34.2 Termination of the Contract for Convenience

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

1.34.3 Termination for Non-Appropriation of Funds

The continuation of the contract shall be 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 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.

1.35 Assignment

No Contractor shall assign any interest in the 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.

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal. All assignments must be approved of by the Department.

1.36 Right to Audit

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

1.37 Civil Rights Compliance

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

1.38 Record Ownership

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

1.39 Entire Agreement/ Order of Precedence

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

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

1.40 Contract Modifications

No amendment or variation of the terms of any contract resulting from this RFP 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.

1.41 Substitution of Personnel

The Contractor’s personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the 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 its proposal.

1.42 Governing Law

The 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 the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.43 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.

1.44 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues. Notwithstanding, any potential conflict of interest that is known or should reasonably be known by a proposer as it relates to the RFP should be immediately reported to the Department by proposer.

1.45 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 La. R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

The contractor must provide written assurance to the Department from contractor’s legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

1.46 Prohibition of Discriminatory Boycotts of Israel

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

1.47 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland “Anti-Kickback” Act which provides that each Contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

1.48 Clean Air and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q,) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II)

1.49 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

1.50 Anti-Lobbying Act

This Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 2 CFR 200, Subpart F, Appendix II, for persons entering into a grant or cooperative agreement over $100,000, as defined at 31 U.S.C. 1352, the applicant certifies that:

a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

c) The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

1.51 Drug-Free Workplace Statement

The Federal government implemented 41 U.S. Code § 8103, Drug-free workplace requirements for Federal grant recipients in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides.

Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
3. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
4. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included.

1.52 Royalty Free Rights to Use Software or Documentation Developed

2 CFR 200.315 Intangible property.

a) Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of
the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”

d) The Federal Government has the right to:
   1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
   2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

1.53 Suspension/Debarment

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (2 CFR 200, Subpart F, Appendix II)

States to include in RFP and Contract a statement of certification by the vendor, such as “By signing this contract, the vendor certifies it is not suspended or debarred as specified by these rules.”
PART 2: SCOPE OF WORK/SERVICES

2.1 Scope of Work

Contractor shall provide the State staff augmentation support services to assist with the application development and technical support services in maintenance, operations, and enhancements of the Integrated Eligibility System. Contractor shall work directly with OTS staff mentoring and knowledge sharing, integrated as part of the agile development methodology, with staff to troubleshoot system issues, identifying and implementing defect fixes and system enhancements, support development, testing, build and deployment tasks, provide post-implementation and helpdesk support, and performance of maintenance and upgrade activities. This support will equip the OTS staff to assume responsibility for maintaining the Integrated Eligibility system.

The Contractor shall provide qualified staff members who can support OTS:

1. Based on an understanding of the current OTS and DCFS infrastructure and systems;
2. Provide the scope and breadth of system services needed to meet the future needs of OTS, DCFS, and LDH; and
3. Utilize the State’s technology stack and industry best practices as they pertain to system development, database design, and enterprise architecture; and
4. The Contractor shall be responsible for providing a plan and schedule of all tasks and services scheduled

2.2 Task and Services

Proposer(s) should be fully aware of the goals and objectives of the Office of Technology Services’ Application Development and Technical Support services in the maintenance of the Integrated Eligibility system. Contractor shall provide, but is not limited to, the following:

2.2.1 Applications Development & Support

Planning and scheduling of code development tasks and services shall be done thirty (30) days in advance in consultation with the State. The State will be responsible for reviewing and approving the planned development activities.

- Provide application development and technical support for the Integrated Eligibility system by providing guidance to OTS resources on the triaging and fixing of defects and system enhancements.
- Assist in the research, documentation, prioritization, scheduling, road mapping, and development of new system enhancements.
- Mentor staff in these areas initially and then shadow them for guidance and correction in these areas and system maintenance tasks.
• Provide staff augmentation support by working on assigned task orders for development, testing, and release management.
• Conduct code reviews of OTS development staff’s coding changes and recommend coding to be migrated to Integrated Eligibility system environments in adherence with the System Development Life Cycle (SDLC). That is, code migration should be from development to SIT, to UAT and then to Production environments once validations are completed.
• Perform and support SIT and regression testing; and support UAT, implementation, and post-implementation issues. Mentor OTS resources on troubleshooting and resolution methods for the aforementioned support tasks.
• Mentor OTS resources for code migration, package build and deployments in all environments; and system upgrades and maintenance activities. Then shadow these resources to provide guidance.
• Support for the Integrated Eligibility system in the State’s Enterprise Architecture, source control, and performing deployments using continuous deployment tools along with other applicable system components.
• Assist in the Maintenance and Operations of the Integrated Eligibility System that supports the interfaces necessary to fulfill the associated business needs.
• Support and mentor OTS resources in the development and maintenance of Integrated Eligibility System reports and notices.

Delivery of the services contained within this RFP are divided into two areas:

1. Baseline Maintenance & Operations Support
2. Enhancements & Extended Support

2.2.2 Baseline Maintenance & Operations Support

Contractor shall provide staffing resources to perform Maintenance & Operations of the Integrated Eligibility system (or for the LITE or LaMEDS systems separately) on a monthly basis. These resources shall maintain a monthly level of effort to support the tasks listed in the tables below:

Definitions used below:

• **Adaptive** – Adaptive maintenance includes modifications and updates applied to solution software components that keep the system operational.
• **Corrective** - Corrective maintenance is concerned with investigating defects that are observed after the solution is implemented in production.
• **Preventative** – Preventive maintenance involves analyzing software components and implementing necessary changes to reduce the future occurrence of errors and performance issues.
• **Lead**: Responsible for executing the task and completing required associated activities
• **Support**: Responsible for supporting the execution, participating for learning purposes and completing any tasks that are executable by support staff only.
### Operations

<table>
<thead>
<tr>
<th>Tasks</th>
<th>State Role</th>
<th>Contractor Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Batch Job Monitoring and Reporting (Adaptive) - Monitor the start and successful completion of batch jobs, reporting on batch job errors and apply fixes.</td>
<td>Lead</td>
<td>Support</td>
</tr>
<tr>
<td>Application File Management (Preventive) - Define the archiving and purge guidelines for file management. This also includes managing batch data files securely and scheduling archiving and purge activities.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Performance Monitoring (Preventive) - Conduct performance analysis to identify performance issues. Provide performance monitoring reports.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Performance Tuning (Preventive) - Conduct performance tuning activities that need to be undertaken based on performance analysis conducted and identified performance issues.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Capacity Monitoring (Preventive) - Manage capacity monitoring activities that needs to be conducted as per need based on performance baselines defined.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Backup &amp; Recovery (Adaptive) - Perform routine backup/recovery of the application databases and the overall system repositories, files, and information required for the functioning of the system.</td>
<td>Lead</td>
<td>Support</td>
</tr>
<tr>
<td>Database Usage Monitoring (Preventive) - Perform database usage monitoring activities that need to be done on the production databases.</td>
<td>Lead</td>
<td>Support</td>
</tr>
<tr>
<td>Access Management: ISAM Only (Preventive) – Perform usage monitoring on ISAM related components. Monitor the various processes for functioning of these tools per the defined requirements. All other security related activities are the State’s responsibility.</td>
<td>Support</td>
<td>Lead</td>
</tr>
</tbody>
</table>

### Maintenance

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<tr>
<th>Tasks</th>
<th>State Role</th>
<th>Contractor Role</th>
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</thead>
<tbody>
<tr>
<td>Triage Support (Corrective) - Analyze incidents observed in the application that causes application functionality to not function as defined and route the issue accordingly. Based on this analysis, Contractor will provide a monthly action plan to the State which will be triaged, at a minimum, on business impact and level of effort.</td>
<td>Support</td>
<td>Lead</td>
</tr>
</tbody>
</table>
## Maintenance

<table>
<thead>
<tr>
<th>Tasks</th>
<th>State Role</th>
<th>Contractor Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incident Triage Support (Corrective) - Analyze defect observed in the IAM solution (ISAM only) that causes application functionality to not function as defined and route the issue accordingly. All other security related activities are State’s responsibility.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Architecture Management (Preventive) - Analyze potential changes and other component upgrades are in line with the defined architecture for the overall solution.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Application Security Maintenance (Preventive) – Review that the application and related components are compliant to defined security standards.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Performance Management (Preventive) – Adhere to the performance standards of the application components.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Performance Analysis and Tuning (Preventive) - Undertake performance tuning activities based on application-specific performance analysis conducted and identified performance issues. Provide a monthly action plan based on analysis.</td>
<td>Support</td>
<td>Lead</td>
</tr>
</tbody>
</table>

## Technology Management

<table>
<thead>
<tr>
<th>Tasks</th>
<th>State Role</th>
<th>Contractor Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release Planning (Adaptive) - Perform release planning for development, patch upgrades and security patches</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>The State provides infrastructure support including monitoring, hardware maintenance, support of hardware, COTS upgrades, database recovery and back-ups. Contractor works with the State to identify and plan for these activities as identified in the project work plan.</td>
<td>Lead</td>
<td>Support</td>
</tr>
<tr>
<td>Vendor Management (Adaptive) - Communicate with and manage resolution of Level 3 support requests that require application or technical support from external vendors.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Disaster Recovery Planning &amp; Management (Preventive) - Manage the Business continuity planning exercise and disaster recovery management steps that need to be performed in case of any unplanned outages</td>
<td>Lead</td>
<td>Support</td>
</tr>
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</table>
# Technology Management

<table>
<thead>
<tr>
<th>Tasks</th>
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<th>Contractor Role</th>
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</thead>
<tbody>
<tr>
<td>Architecture Management (Preventive) - Review that new enhancements/ changes and other component upgrades are in line with the defined architecture for the overall solution</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Patch, Upgrade Management for Infrastructure components (Adaptive) - Perform planning and conducting upgrade and patch updates for infrastructure components like Operating systems, network components, hardware components.</td>
<td>Lead</td>
<td>Support</td>
</tr>
<tr>
<td>Patch, Upgrade Management for Application components (Adaptive) - Perform planning of upgrade and patch updates for application software components, i.e. all software installed on top of the operating system in support of the Integrated Eligibility system.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Patch, Upgrade Management for Application components (Preventive) - Conducting upgrade and patch updates for application software components, i.e. all software installed on top of the operating system in support of the Integrated Eligibility system.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Infrastructure Performance Management (Preventive) - Manage the performance standards of the infrastructure components like the network, storage components, operating system, hardware components.</td>
<td>Lead</td>
<td>Support</td>
</tr>
<tr>
<td>Application Performance Management (Preventive) - Manage the performance standards of the application components, i.e. all software installed on top of the operating system in support of the Integrated Eligibility system.</td>
<td>Support</td>
<td>Lead</td>
</tr>
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</table>

# Data Management

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<tr>
<th>Tasks</th>
<th>State Role</th>
<th>Contractor Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Analytics and Reporting - Use statistical methods to analyze data and generate useful business, system, performance, and other reports.</td>
<td>Support</td>
<td>Lead</td>
</tr>
</tbody>
</table>

The State intends to issue a base line Task Order to govern the work for Baseline Maintenance and Operations Support. The State reserves the right to adjust the mix of activities listed throughout any month. If such adjustments are made to the mix of activities, and the adjustments require less effort from the Contractor than the original baseline activities, the remaining time and staff may be redirected to work on different activities (including Enhancements & Extended Support) within that scheduled month.
2.2.3 Enhancements & Extended Support

Contractor shall provide staffing resources to perform Enhancements & Extended Support of the Integrated Eligibility system (or for the LITE or LaMEDS systems separately) on a task order basis. Contractor shall participate in the planning and prioritization of any system enhancements.

2.3 Deliverables

Contractor will provide a monthly Baseline Maintenance & Operations Support report to the State. These reports shall include the following information at a minimum:

- Work accomplished for each work period
- Work planned for the next work period
- Hours consumed for each period by work area

Enhancements & Extended Support work is time and materials based; therefore, the Contractor staff are the deliverables. Timesheets and the Statement of Work Log must be submitted with invoices. Additionally, task orders may define additional deliverables within the task order scope of work. The terms and requirements for these deliverables would be determined as part of the task order review, approval, and delivery.

2.3.1 Task Orders

Enhancements & Extended Support work under the Contract requires an approved Task Order. When a need for a service arises, the State and contractor will create detailed job functions, requirements, and/or deliverables and create a Task Order. As sample task order can be found in Attachment VII: Sample Task Order.

A Task Order will contain a statement of work, any deliverables (if applicable), contractor number and roles of staff, total maximum cost of the Task Order, contractor responsibilities, any state responsibilities, and other relevant information such as additional hardware or software required, alternative approaches, and priority.

All approved Task Orders must be signed by the Contractor’s Engagement Director and the State Project Director or designee(s). Any change to the funding ceiling, effective dates, or other terms requires a Task Order amendment with the same signatures.

2.3.1.1 Task Order Termination

The State reserves the right to immediately terminate Task Order(s) whole or in part, without penalty and or for any reason, including but not limited to, for not progressing per the State’s expectations as outlined in section Part 4: Performance Standards. The termination notice will specify whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with Transition Responsibilities.
2.3.1.2 Task Order Transition Responsibilities

Upon termination of a Task Order for any reason, Contractor must, for a period of time specified by the State provide all transition assistance requested by the State, to allow for the expired or terminated portion of the Task Order to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services and Deliverables to the State or the State’s next qualified vendor; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Materials and State Data; (d) transferring title in and delivering to the State, at the State’s discretion, all completed or partially completed Deliverables prepared under this Contract as of the Contract termination or expiration date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding requirements.

2.3.1.3 Task Order Warranties

Upon the State’s Acceptance, the Contractor hereby warrants that for the Warranty Period, that when operated according to the documentation and other instructions the Contractor provides, the [DELIVERABLE] will perform substantially after first productive use according to the functional specifications listed in the documentation, will be free from defects and operate under normal circumstances of use, in accordance with Warranty provisions of the Sample Contract, Section 2.2.

Task Orders are covered by the existing warranty provisions. Task Orders may define a new Period of Coverage, or remove the Period of Coverage entirely, if mutually agreed to by both parties and documented in the Task Order.

In the case of any updates, upgrades, new versions, new releases, enhancements and other modifications to the production system, the Period of Coverage begins upon the State’s receipt of such modification under the Contract, if such modification meets defined acceptance criteria and is fully functional at first productive use.

2.4 Technical Requirements

Each Proposer(s) should address how they will meet all the requirements of this RFP, with particular attention to:

- Adherence to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP;
- Expenditures required to obtain access to the State systems or resources which are relevant to successful completion of the requirements of this RFP;
Expenditures required for the State to obtain access to the Contractor’s systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs;


- Developing software and maintaining systems according to the guidelines and policies contained in Attachment IV: Enterprise Architecture Integration Requirements for Enterprise/Statewide Systems, Attachment V: System Development Requirements, and Attachment VIII: Current System Environment;

- Plans for training Office of Technology Services Staff;

- Information regarding the company’s last security audit, to include a Statement of Auditing Standards No. 70 (SAS70) or Statement on Standards for Attestation Engagements No. 16 (SSAE 16, SSAE-18);

- Information demonstrating the Proposer’s understanding of the nature and scope of this project;

- Any other information deemed pertinent by the Proposer(s) including terms and conditions which the Proposer(s) wishes the State to consider.

### 2.4.1 Staff Roles & Responsibilities

Proposer(s) should address how they will staff their teams based on the following key project roles who are committed full-time for the entirety of the Contract term. Resumes should clearly show the desired skills and experience for the proposed key personnel to be assigned to this project, including those of subcontractor(s), if any:

<table>
<thead>
<tr>
<th>Role</th>
<th>Key Personnel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engagement Director</td>
<td>Yes</td>
</tr>
<tr>
<td>Business Analyst</td>
<td></td>
</tr>
<tr>
<td>Technical Architect</td>
<td>Yes</td>
</tr>
<tr>
<td>Database Architect</td>
<td></td>
</tr>
<tr>
<td>Application Development Lead</td>
<td></td>
</tr>
<tr>
<td>Application Development Analyst</td>
<td>Yes</td>
</tr>
<tr>
<td>Product Development Strategist/Subject Matter Expert</td>
<td></td>
</tr>
<tr>
<td>Application Tester</td>
<td></td>
</tr>
<tr>
<td>Systems Engineer</td>
<td></td>
</tr>
<tr>
<td>Trainer</td>
<td></td>
</tr>
<tr>
<td>Data Analyst</td>
<td></td>
</tr>
<tr>
<td>Agile Practitioner</td>
<td></td>
</tr>
</tbody>
</table>

The Proposer(s) should illustrate proposed key personnel have preferred skills and experience in the following: Medicaid and/or SNAP/TANF functional knowledge, experience with large-scale Enterprise Architecture, automated deployment experience, and the software, hardware, and implementation tools described in Attachment IV: Enterprise Architecture Integration Requirements for Enterprise/Statewide Systems, Attachment V: System Development Requirements, and Attachment VIII: Current System Environment.
Environment. OTS will facilitate technical communication and requests between the Contractor, LDH, and DCFS.

A full list of staff roles, responsibilities, and experience requirements can be found in Attachment VI: Staff Roles, Responsibilities, Skill, and Experience.

2.5 Project Requirements

Contractor shall provide personnel to assist OTS with Application Development and Technical Support services as well as provide testing and release management support in the maintenance and operations of the Integrated Eligibility System. Additionally, Contractor shall assist LDH and DCFS in creating, managing, and implementing system changes and enhancements according to changing system requirements. Knowledge transfer and mentoring shall be provided to OTS staff including, but not limited to the OTS Applications and Data Management (APPDM), InfoSec, Data Center Operations (DCO), and End User Computing (EUC) groups to facilitate the transition as they will assume responsibility for maintaining the system. Knowledge transfer and mentoring should be integrated into daily operations – for example, as part of a sprint.

2.6 Service Level Agreements

Contractor must comply with the following provisions, unless otherwise directed by the State Project Director:

This Section sets forth:
- The general levels of response and availability associated with the System
- The responsibilities of Contractor and State
- Processes for Defects and change management

Definitions:
- “Business Hours” – Monday - Sunday, 6:00 AM - 8:00 PM
- “Incident” – An unscheduled event that lead to loss of, or disruption to, an organization’s operations, services or functions.
- “Minute” – Any contiguous sixty (60) seconds
- “Hour” – Any contiguous sixty (60) minutes.
- “Daily” or “Day” – Any contiguous twenty-four (24) hour period.
- “Weekly” – Any contiguous seven (7) day period.
- “Monthly” – Any contiguous thirty (30) day period.
- “Annual” or “Annually” or “Year” – Any contiguous three hundred sixty-five (365) day period.

Contractor will not be liable for any failure to meet a Service Level Agreement resulting from events, causes, or responsibilities that are outside of Contractor’s control, including, but not limited to the State or its personnel or third party contractors’ failure to meet the State’s responsibilities under the Contract, any State managed network, hardware or software issues, or as a result of events of force majeure as described in the Contract.
### 2.6.1 System Uptime, Response Time, and Accuracy Metrics

The following table lists expected System uptime and response time goals. SLAs are measured as defined within each SLA, with exceptions outside the Performance Expectations provided to the contractor in a monthly report.

Downtime or delayed system response time as a result of infrastructure & network degradation or unavailability will not be considered as a measured Service Level Agreement event. Contractor is not accountable for the availability of hardware and software licensed and managed by State employees or State authorized vendor staff or other State of Louisiana Agency partners.

<table>
<thead>
<tr>
<th>Topic</th>
<th>SLA</th>
<th>Definition</th>
<th>Performance Expectation</th>
</tr>
</thead>
</table>
| **System Uptime** | The System will be available 24/7.                                | • Users shall be able to access the SYSTEM twenty-four (24) hours a day, seven (7) days a week, at a monthly uptime of 99.5%, with the exception of planned downtime due to system upgrades or routine maintenance. All planned downtime shall be communicated and agreed to by the Agency.  
  • The System is available to complete interface processing including all related batch jobs and reporting at the designated schedule for each interface. | • Planned downtime due to upgrades or routine maintenance must be communicated to Agency Project Manager. Downtime must not exceed 8 hours per scheduled event, unless agreed upon by the State. Measures to be calculated based upon 24 hour periods, to the extent it is requested and mutually agreed upon in writing.  
  • The system must have a monthly uptime of 99.5%, 24/7/365, exclusive of planned maintenance downtimes.  
  • The 3rd and all subsequent occurrences of an incident resulting from the same root cause or systemic issue is an automatic breach of SLA. |
| **Response Times** | The System shall be scalable and capable of supporting all workers performing normal business activities concurrently as new workers, programs or agencies are added. | The System shall be capable of supporting all workers performing normal business activities concurrently, with the ability to increase the demand on the System to peak load without modification to the software while meeting the set SLA. | The LaMEDS system must support the following:  
  • 600 Concurrent Worker Users, with a peak of 800  
  • 500 Concurrent External Users, with a peak of 2,000  
The SNAP/TANF (IE) system must support the following:  
  • 1,200 Concurrent Worker Users, with a peak of 1,500  
  • 2,500 Concurrent External Users, with a peak of 7,000 |
<table>
<thead>
<tr>
<th>Topic</th>
<th>SLA</th>
<th>Definition</th>
<th>Performance Expectation</th>
</tr>
</thead>
<tbody>
<tr>
<td>The System shall average two (2) second transaction response times with no individual transaction exceeding ten (10) seconds.</td>
<td>The System shall provide the capability for an average two (2) second transaction response time (with no individual transaction exceeding 10 (ten) seconds) to be consistent for all workers directly interacting with the Production environment. Standard system reports are not included as transactions.</td>
<td>• Transaction response time must average two (2) seconds • Individual transaction cannot exceed ten (10) seconds • The measurement for response time applies only to real-time transactions, including but not limited to the web portal, web-based applications, standard system reports (except for mutually agreed to exclusions), and other real-time connections, for systems under Contractor’s control. • Receipt is measured after the data is fully validated and finished persisting to the Database, measured using the standard Time to First Byte (TTFB) metric, and measured from within the server subnetwork. Response time for transactions such as ad hoc queries are not applicable.</td>
<td></td>
</tr>
<tr>
<td>The System shall accurately complete eligibility actions.</td>
<td>The System performs eligibility actions consistent with Agency defined business rules.</td>
<td>• 99.9% of eligibility actions performed by the System shall be accurate</td>
<td></td>
</tr>
<tr>
<td>The System shall automatically route electronic applications to the correct location, queue, and/or work unit.</td>
<td>The System routes electronic applications to the correct location, queue, and/or work unit consistent with Agency defined business rules.</td>
<td>• 99.9% of electronic applications are routed to the correct location, queue, and/or work unit</td>
<td></td>
</tr>
<tr>
<td>The System shall update accurately update online transactions in the electronic case record.</td>
<td>The System shall update online transaction in the electronic case record consistent with Agency defined business rules.</td>
<td>• 99.9% of updates to online transactions in the electronic case record are applied accurately.</td>
<td></td>
</tr>
</tbody>
</table>

### 2.6.2 End-User Support Metrics
The following table lists expected user support service levels to be performed to support the System. The State Service Desk will assign an initial priority for user-reported problems to ensure that the most serious problems are addressed first. Priorities are defined here and in the System Operations and Maintenance Plan. The Priority information is taken directly from the State Standards.

- **Critical:** Multi-component or critical functionality outages. Disruption to agency/State business where there is no alternative or workaround. Security, significant impact to business operations and/or financial implications to an agency/State.
- **Major:** Multi-component or critical functionality outages. Serious disruption to agency/State business where there is no alternative or workaround. Severe security, significant impact to business operations, and/or financial implications to an agency/State. The business determines that the incident does not require 24x7 response.
- **High Priority:** Single component or single critical functionality outage. Moderate disruption to agency/State business where there is no alternative or workaround. Severe security and/or financial implications to an agency/State.
- **Medium Priority:** Partial or limited functionality causing an operational impact for an agency/State or delays agency/State business. Prevents use of a fully supported service by an agency/State or individual. Issue has a possible workaround.
- **Low Priority:** Affects a small number of users with limited to no business implications to agency/State. Problem concerning minor items.

<table>
<thead>
<tr>
<th>Topic</th>
<th>SLA</th>
<th>Definition</th>
<th>Performance Expectation</th>
</tr>
</thead>
</table>
| **Critical Priority** | The contractor shall prioritize and resolve Critical Priority issues reported to the help desk in the agreed upon timeframes. | Multi-component or critical functionality outages. Serious disruption to agency/State business where there is no alternative or workaround. Severe security, significant impact to business operations, and/or financial implications to an agency/State. | • Resolution or plan for resolution: Within one (1) hour of a critical priority production issue being successfully reported to Level-3, Contractor will initiate a conference call/meeting to determine a Rapid Action Plan (RAP). Problems outside of Contractor's control do not apply.  
• 24x7 Response until Incident is downgraded  
• Updates to Agency: Every 1 hour or as Agency requests. |
| **Major Priority**   | The contractor shall prioritize and resolve Major Priority issues reported to the help desk in the agreed upon timeframes. | Multi-component or critical functionality outages. Serious disruption to agency/State business where there is no alternative or workaround. Severe security, significant impact to business operations, and/or financial implications to an agency/State. The business | • Resolution or plan for resolution: Within one (1) hour of a critical priority production issue being successfully reported to Level-3, Contractor will initiate a conference call/meeting to determine a Rapid Action Plan (RAP). Problems outside of Contractor's control do not apply.  
• 24x7 Response until Incident is downgraded  
• Updates to Agency: Every 1 hour or as Agency requests. |
<table>
<thead>
<tr>
<th>Topic</th>
<th>SLA</th>
<th>Definition</th>
<th>Performance Expectation</th>
</tr>
</thead>
</table>
| High Priority |     | The contractor shall prioritize and resolve High Priority issues reported to the help desk in the agreed upon timeframes. | Contractor’s control do not apply  
• 7am – 7pm, Monday thru Friday response until Incident is downgraded  
• Updates to Agency: Every 4 hour or as Agency requests |
| Medium Priority |    | The contractor shall prioritize and resolve Medium Priority issues reported to the help desk in the agreed upon timeframes. | Resolution or plan for resolution: Within one (1) business day of a high priority production issue being successfully reported to Level-3, Contractor will initiate a conference call/meeting to determine a Rapid Action Plan (RAP). Problems outside of Contractor’s control do not apply  
• Updates to Agency: As Agency requests |
| Low Priority   |     | The contractor shall prioritize and resolve Low Priority issues reported to the help desk in the agreed upon timeframes. | Resolution or plan for resolution: Plan for resolution will be defined within the next build meeting. Problems outside of Contractor’s control do not apply  
• Updates to Agency: As Agency requests |

<table>
<thead>
<tr>
<th>Topic</th>
<th>SLA</th>
<th>Definition</th>
<th>Performance Expectation</th>
</tr>
</thead>
</table>
| Low Priority   |     | Affects a small number of users with limited to no business implications to agency/State. Problem concerning minor items. | Resolution or plan for resolution: Plan for resolution will be defined within the next build meeting. Problems outside of Contractor’s control do not apply  
• Updates to Agency: As Agency requests |

### 2.6.3 Roles and Responsibilities

#### 2.6.3.1 Contractor Responsibilities

Contractor responsibilities and/or requirements in support of this section consist of:

- Meet responsibilities associated with assigned Defects and Service Level Agreements as set forth herein.
- Develop and generate monthly reports on all Service Level Agreements.
• Appropriate notification to State for all scheduled maintenance
• Implement defined processes to deliver and report these service levels

2.6.3.2 State Responsibilities

State responsibilities and/or requirements in support of the SLAs include:

• Assist Contractor in the development and generation of monthly SLA reports
• Availability of State representative(s) when resolving a Defect.
• Communicate specific information about Defects or missed Service Level Agreements

2.6.4 Liquidated Damages

The State may assess liquidated damages for failing to meet any of the above criteria.
PART 3: EVALUATION

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

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Background and Experience</td>
<td>100</td>
</tr>
<tr>
<td>Approach and Methodology</td>
<td>240</td>
</tr>
<tr>
<td>Proposed Staff Qualifications</td>
<td>240</td>
</tr>
<tr>
<td>Louisiana Veteran and/or Hudson Initiative</td>
<td>120</td>
</tr>
<tr>
<td>- Up to 100 points available for Hudson-certified Proposers;</td>
<td></td>
</tr>
<tr>
<td>- Up to 120 points available for Veteran-certified Proposers;</td>
<td></td>
</tr>
<tr>
<td>- If no Veteran-certified Proposers, those two points are not awarded. See Section 3.2 for details.</td>
<td></td>
</tr>
<tr>
<td>Cost</td>
<td>300</td>
</tr>
<tr>
<td>TOTAL SCORE</td>
<td>1000</td>
</tr>
</tbody>
</table>

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of 400 points of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.

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

3.1 Cost Evaluation

The Proposer with the lowest total calculated cost shall receive 300 points. Other Proposers shall receive cost points based upon the following formula:

$$CCS = (\frac{LPC}{TCP} \times 300)$$

Where:

CCS = Computed Cost Score (points) for Proposer being evaluated

LPC = Lowest Proposed total calculated Cost of all Proposers

TCP = Total Calculated 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

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

Proposer Status and Allotment of Reserved Points:

a. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.

b. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.

c. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.

d. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- Subcontractor’s name;
- Subcontractor’s Veterans Initiative and/or the Hudson Initiative certification;
- A detailed description of the work to be performed; and
- The anticipated dollar value of the subcontract for the three-year contract term.

Note – it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor’s work so the Department is able to determine if there is duplication or
overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).
PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

Scrum Team Metrics

Vendor should define specific metrics. Scrum Team members will be required to measure and report using but not limited to the following metrics:

1. **Actual Stories Completed vs. Committed Stories** – The team’s ability to understand and predict its capabilities. To measure, compare the number of stories committed to in sprint planning with the stories identified as completed in the sprint review.

2. **Sprint, Epic, and Release Burndown Charts** – The team’s ability to use Burndown charts to improve estimates without finishing sprints early because they committed to too little work or missed their forecasts sprint after sprint by committing to too much work.

3. **Technical Debt Management** – The known problems and issues delivered at the end of the sprint. This will be addressed with process improvements that come from sprint retrospectives.

4. **Team Velocity** – The consistency of the team’s estimates from sprint to sprint. Calculated by comparing story points completed in the current sprint with points completed in the previous sprint; aim for +/- 10 percent.

5. **Quality Delivered to Customers** – The sprint’s ability to provide value to end-users and become a potentially releasable component of the overall product. This will be measured by the Product Owner surveying the customers and stakeholders to assess the completeness of the product and determine if it is a failure or if there is a need for enhancements.

6. **Team Enthusiasm** – A major component for a successful Scrum team. If teammates aren’t enthusiastic, no process or methodology will help them succeed. Enthusiasm will be measured by observing various sprint meetings and interactions with other team members.

7. **Retrospective Process Improvement** – The Scrum team’s ability to revise its development process to make it more effective and enjoyable for the next sprint. This will be measured using the count of retrospective items identified, the retrospective items the team committed to addressing and the items resolved by the end of each sprint.

8. **Communication** – How well team members are conducting open and honest communications. Like enthusiasm, this will be measured by observing various sprint meetings and interactions with other team members.

9. **Team’s Adherence to Scrum Rules and Engineering Practices** – Unlike Extreme Programming, Scrum doesn’t prescribe engineering practices, but the State defines several for their projects. We will ensure that the Scrum team works within the boundaries the State defines.

10. **Team’s Comprehension of Sprint Scope and Goal** – A subjective measure of how well stakeholders, product team and development team members collaborate to understand and focus on the sprint stories and goal. This will be determined through day-to-day contact and interaction with the team as well as feedback from others.
4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation

The deliverables will be reviewed for accuracy and completeness, to ensure that they are completing the tasks and services outlined in Part 2: Scope of Work/Services.

4.2.2 Monitoring Plan

There will be a State project resource assigned to monitor and ensure that the Contractor is adhering to control standards.

4.2.3 Staffing Changes

The State reserves the right to approve or disapprove any of the Contractor's proposed changes in staff or to require the removal or reassignment of any Contractor employee found unacceptable by the State. Removal of a Contractor employee shall mean that the individual may no longer work on the project. The State's request does not require any reason as to the request. There shall be no negotiation relative to the request. Reassignment request(s) from the Contractor shall include a justification of why the reassignment is beneficial to the State. This substitution/replacement must occur within thirty (30) calendar days once notice in writing is provided by the State. The State reserves the right to approve all individuals assigned to this project and no substitution of personnel shall be made without the prior written approval of the State. The State agrees to reasonably review substitution requests. Substitutions should possess equivalent or superior qualifications and experience to the original candidate as defined in the proposed resumes.

4.3 Veteran and Hudson Initiative Programs Reporting Requirements

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

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.
PART 5: COST WORKSHEET

Proposer(s) must complete the cost proposal in the following format to be considered for award. Failure to complete will result in disqualification of the Proposal. Any Proposals with blank fields or with any changes to this worksheet may be determined non-responsive.

Instructions:
Proposer(s) shall provide an on-site hourly rate and remote rate for each of the job categories listed below. The Proposer shall provide fully burdened hourly rates, including but not limited to travel and project expenses located at the Contractor facility, travel and project expense requirements to the State’s facility.

Proposer(s) shall not provide values for Number of Hours, Total Category Cost, nor Total Calculated Cost.

A Proposer’s cost proposal will be evaluated based on the fully-burdened Hourly Rates to be provided on this worksheet for all Job Categories. The below will be calculated by adding the Proposer’s Fully Burdened On-Site Hourly Rate and the Fully Burdened Remote Hourly Rate, then multiplying by the Number of Hours to come up with a Total Category Cost for each job category. The Total Category Costs will then be added together to obtain the Total Overall Category Cost.

Remote Hourly Rate: Rate for work performed from worker’s home or other remote location, upon request by worker or Contractor and approval of State Project Director.

The State has allocated a specific number of hours for each job category in the table for the purposes of computing a total category cost. These hours will be revealed upon proposal opening. The allocated hours are being utilized for evaluation purposes and do not represent a commitment by the State to incur the costs projected in this schedule.
# Rate Table:

<table>
<thead>
<tr>
<th>Job Category</th>
<th>On-Site Hourly Rate</th>
<th>Remote Hourly Rate</th>
<th>Number of Hours</th>
<th>Total Category Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engagement Director</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Analyst</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical Architect</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Database Architect</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application Development Lead</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application Development Analyst</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product Development Strategist/Subject Matter Expert</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application Tester</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Systems Engineer</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trainer</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data Analyst</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agile Practitioner</td>
<td>$</td>
<td>$</td>
<td></td>
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<td><strong>Total Calculated Cost</strong></td>
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1 Rate for work performed from worker’s home or other remote location, upon request by worker or Contractor and approval of State Project Director.

2 The State has allocated a specific number of hours for each job category in the table for the purposes of computing a total category cost. These hours will be revealed upon proposal opening. The allocated hours are being utilized for evaluation purposes and do not represent a commitment by the State to incur the costs projected in this schedule.
ATTACHMENT I: CERTIFICATION STATEMENT

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

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

A. Official Contact Name: __________________________________________

B. E-mail Address: __________________________________________

C. Facsimile Number with area code: ( ) _______________________

D. US Mail Address: __________________________________________

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

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

1. The information contained in its response to this RFP is accurate;

2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;

3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.

4. Proposer’s quote shall be valid for at least 90 calendar days from the date of proposal’s signature below;

5. Proposer understands that if selected as the successful Proposer, he/she will have thirty (30) 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 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov.)

7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with La. R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

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

Signature of Proposer or Authorized Representative

Typed or Printed Name: __________________________________________

Date: ________________________________________________________

Title: _________________________________________________________

Company Name: ______________________________________________

Address: ______________________________________________________

City: ___________________________ State: ___________ Zip: ___________
ATTACHMENT II: 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

The specific goals and objectives of this contract is for Contractor to provide Staff Augmentation and Knowledge Transfer services necessary to provide Maintenance, Operations, and Enhancement Support (M&O) for the Department of Children and Family Services’ (DCFS) Louisiana Integrated Technology Eligibility System (LITE) and the Louisiana Department of Health’s (LDH) Medicaid Eligibility Determination System (LaMEDS) – jointly known as the Integrated Eligibility System (IE).

1.2. COMPLETE DESCRIPTION OF SERVICES

A full description of the scope of services is contained in the following Attachments which are made a part of this contract:
Attachment I - Statement of Work
Attachment II - Hardware/Software Environment
Attachment III - Contractor Personnel and Other Resources
Attachment IV - State Furnished Resources
Attachment V – Insurance Requirements for Contractors
Attachment VI – Information Security Requirements

2.0 ADMINISTRATIVE REQUIREMENTS

2.1. TERM OF CONTRACT

This contract shall begin on __________ and shall end on _______. With all proper approvals and concurrence with the CONTRACTOR, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of
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 three (3) 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 the Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

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

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

2.4. STAFF INSURANCE

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

2.5. LICENSES AND PERMITS

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

2.6. SECURITY

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

2.7. TAXES

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

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

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

3.0 TECHNICAL REQUIREMENTS

3.1. STATEMENT OF WORK

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

3.2. CONFIGURATION REQUIREMENTS

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

3.3. PROJECT MANAGEMENT

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

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

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

C. Provide Project Progress Reports - Contractor shall submit monthly progress reports signed by the Contractor's Project Director or designee 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 or Time Reports - Accompanying each Progress Report, the Contractor shall submit Time Sheets or Time Reports for work performed on a Time basis 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 or Time Reports shall, at a minimum, identify the name of the individual performing the work, their labor category, and the number of hours worked during the period by Task Order.

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.

F. Develop, maintain, and monitor Service Level Agreements in support of services.

3.4. QUALITY ASSURANCE REVIEWS

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

3.5. CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

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

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

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

In the event that a key personnel change is identified by the Contractor, the Contractor will (a) promptly notify the State of the key personnel change request; (b) the State shall promptly review and consent to the change; and (c) within three (3) business days after receipt of the State’s consent notice of the key
personnel change request, Contractor will provide the State with a minimum of at least one (1) resume of a recommended candidate that meets the corresponding key personnel qualifications. Upon receipt, the State will have five (5) business days to review in good faith the resume(s), conduct interviews and accept or reject the Contractor’s recommended candidate(s). In the event that the State rejects the recommended candidate(s), the State shall provide Contractor with a detailed written summary outlining the reasons for rejecting the recommended candidate(s). Upon Contractor’s receipt of the State’s written summary outlining the reasons for the State’s rejection, Contractor shall have five (5) business days thereafter to submit alternate candidate(s) and the State shall have five (5) business days upon receipt of the alternate candidate(s) to review in good faith the alternate resume(s), conduct interviews and accept or reject the Contractor’s recommended alternate candidates(s). The State shall similarly provide Contractor with a detailed written summary for rejected candidates. The aforementioned alternate candidate(s) process shall be limited to no more than 2 cycles of resumes and interviews being submitted to the client. In the event that the Contractor fails to materially comply with the aforementioned key personnel change process, the State may assess a liquidated damage not to exceed $25,000.

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 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.

F. 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).

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 1 Example Task
- $000.00 Task 2 Example Task
- $000.00 Task 3 Example Task

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%

5.1. LIQUIDATED DAMAGES

In some cases, the actual damage to State as a result of Contractor’s failure to meet specific Service Level Agreement or other material obligations as set forth below are difficult or impossible to determine with precise accuracy. Therefore, the parties agree that State may assess liquidated damages as set forth below; provided that State has given Contractor written notice thereof and an opportunity to cure in accordance with the terms as set forth below.

**Failure to Meet Performance Standards.** Except to the extent Contractor’s failure to meet the Service Level Agreements in Section 6.2 of the Statement of Work of the Contract is caused by or results from (i) any act or omission of any entity other than Contractor or its subcontractors; (ii) an event of force majeure; or (iii) other factors beyond the Contractor’s reasonable control, State may assess to the Contractor liquidated damages in an amount not to exceed $1,000 per occurrence per day, up to the 5th occurrence in any month. After the 5th occurrence in any month, and up to the 10th occurrence in any month, the Contractor’s liquidated damages for that month will not exceed $2,000 per occurrence per day for such additional occurrences. After the 10th occurrence in any month, the Contractor’s liquidated damages for that month will not exceed $10,000 per occurrence per day for such additional occurrences. The total liquidated damages shall not exceed $150,000 in any month.

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 La. 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, work product which may include software,
source code, data files, documentation, records, worksheets, or any other materials related to this contract
that was developed as a result of this contract, exclusively for Louisiana, with federal and/or state financial
participation shall become the property of the State. The federal government shall have a royalty-free,
non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to
use for federal government purposes such software, modifications and documentation. All work products
which may include software, source codes, 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 for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. 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 five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this contract.

13.0 AMENDMENTS IN WRITING

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

14.0 FUND USE

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

15.0 NON-DISCRIMINATION

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

16.0 HEADINGS

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

17.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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) constitute the entire agreement between the parties with respect to the subject matter.

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

18.0 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

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

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

19.0 ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland “Anti-Kickback” Act which provides that each Contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

20.0 CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires
the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II)

21.0 ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

22.0 ANTI-LOBBYING ACT

This Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 2 CFR 200, Subpart F, Appendix II, for persons entering into a grant or cooperative agreement over $100,000, as defined at 31 U.S.C. 1352, the applicant certifies that:

a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grantor or cooperative.

23.0 DRUG-FREE WORKPLACE STATEMENT

The Federal government implemented 41 U.S. Code § 8103, Drug-free workplace requirements for Federal grant recipients in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides.

Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
3. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
4. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included.

24.0 **ROYALTY FREE RIGHTS TO USE SOFTWARE OR DOCUMENTATION DEVELOPED**

2 CFR 200.315 Intangible property.

a) Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”

d) The Federal Government has the right to:
   1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
   2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

25.0 **SUSPENSION/DEBARMENT**

The Contractor agrees to ensure that it and all subcontractors are neither excluded nor disqualified under the suspension and debarment rules found at 7 CFR Part 3017.300 by doing any of the following:

a) Checking the Excluded Parties List System (EPLS) at www.epls.gov.

b) Collecting a certification that the entity is neither excluded nor disqualified. Since a Federal certification form is no longer available, the Contractor or subcontractor electing this method must devise its own form.

c) Including a clause to this effect in the subcontract agreement; and in any procurement contract expected to equal or exceed $25,000.
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

Contractor shall provide the State staff augmentation support services to assist with the application development and technical support services in maintenance, operations, and enhancements of the Integrated Eligibility System. Contractor shall work directly with OTS staff mentoring and knowledge sharing, integrated as part of the agile development methodology, with staff to troubleshoot system issues, identifying and implementing defect fixes and system enhancements, support development, testing, build and deployment tasks, provide post-implementation and helpdesk support, and performance of maintenance and upgrade activities. This support will equip the OTS staff to assume responsibility for maintaining the Integrated Eligibility system.

The Contractor shall provide qualified staff members who can support OTS:

1. Based on an understanding of the current OTS and DCFS infrastructure and systems;
2. Provide the scope and breadth of system services needed to meet the future needs of OTS, DCFS, and LDH; and
3. Utilize the State’s technology stack and industry best practices as they pertain to system development, database design, and enterprise architecture; and
4. The Contractor shall be responsible for providing a plan and schedule of all tasks and services scheduled

2.0 DESCRIPTION OF SERVICES/TASKS

Contractor shall provide but not limited to the following services/tasks:

2.1. APPLICATIONS DEVELOPMENT & SUPPORT

Planning and scheduling of code development tasks and services shall be done thirty (30) days in advance in consultation with the State. The State will be responsible for reviewing and approving the planned development activities.

- Provide application development and technical support for the Integrated Eligibility system by providing guidance to OTS resources on the triaging and fixing of defects and system enhancements.
- Assist in the research, documentation, prioritization, scheduling, road mapping, and development of new system enhancements.
- Mentor staff in these areas initially and then shadow them for guidance and correction in these areas and system maintenance tasks.
- Provide staff augmentation support by working on assigned task orders for development, testing, and release management.
- Conduct code reviews of OTS development staff’s coding changes and recommend coding to be migrated to Integrated Eligibility system environments in adherence with the System
Development Life Cycle (SDLC). That is, code migration should be from development to SIT, to UAT and then to Production environments once validations are completed.

- Perform and support SIT and regression testing; and support UAT, implementation, and post-implementation issues. Mentor OTS resources on troubleshooting and resolution methods for the aforementioned support tasks.
- Mentor OTS resources for code migration, package build and deployments in all environments; and system upgrades and maintenance activities. Then shadow these resources to provide guidance.
- Support for the Integrated Eligibility system in the State’s Enterprise Architecture, source control, and performing deployments using continuous deployment tools along with other applicable system components.
- Assist in the Maintenance and Operations of the Integrated Eligibility System that supports the interfaces necessary to fulfill the associated business needs.
- Support and mentor OTS resources in the development and maintenance of Integrated Eligibility System reports and notices.

Delivery of the services contained within this Contract are divided into two areas:

1. Baseline Maintenance & Operations Support
2. Enhancements & Extended Support

2.2. BASELINE MAINTENANCE & OPERATIONS SUPPORT

Contractor shall provide staffing resources to perform Maintenance & Operations of the Integrated Eligibility system (or for the LITE or LaMEDS systems separately) on a monthly basis. These resources shall maintain a monthly level of effort to support the tasks listed in the tables below:

Definitions used below:

- **Adaptive** – Adaptive maintenance includes modifications and updates applied to solution software components that keep the system operational.
- **Corrective** - Corrective maintenance is concerned with investigating defects that are observed after the solution is implemented in production.
- **Preventative** – Preventive maintenance involves analyzing software components and implementing necessary changes to reduce the future occurrence of errors and performance issues.
- **Lead**: Responsible for executing the task and completing required associated activities
- **Support**: Responsible for supporting the execution, participating for learning purposes and completing any tasks that are executable by support staff only.
## Operations

<table>
<thead>
<tr>
<th>Tasks</th>
<th>State Role</th>
<th>Contractor Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Batch Job Monitoring and Reporting (Adaptive) - Monitor the start and successful completion of batch jobs, reporting on batch job errors and apply fixes.</td>
<td>Lead</td>
<td>Support</td>
</tr>
<tr>
<td>Application File Management (Preventive) - Define the archiving and purge guidelines for file management. This also includes managing batch data files securely and scheduling archiving and purge activities.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Performance Monitoring (Preventive) - Conduct performance analysis to identify performance issues. Provide performance monitoring reports.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Performance Tuning (Preventive) - Conduct performance tuning activities that need to be undertaken based on performance analysis conducted and identified performance issues.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Capacity Monitoring (Preventive) - Manage capacity monitoring activities that needs to be conducted as per need based on performance baselines defined.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Backup &amp; Recovery (Adaptive) - Perform routine backup/recovery of the application databases and the overall system repositories, files, and information required for the functioning of the system.</td>
<td>Lead</td>
<td>Support</td>
</tr>
<tr>
<td>Database Usage Monitoring (Preventive) - Perform database usage monitoring activities that need to be done on the production databases.</td>
<td>Lead</td>
<td>Support</td>
</tr>
<tr>
<td>Access Management: ISAM Only (Preventive) – Perform usage monitoring on ISAM related components. Monitor the various processes for functioning of these tools per the defined requirements. All other security related activities are the State’s responsibility.</td>
<td>Support</td>
<td>Lead</td>
</tr>
</tbody>
</table>

## Maintenance

<table>
<thead>
<tr>
<th>Tasks</th>
<th>State Role</th>
<th>Contractor Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Triage Support (Corrective) - Analyze incidents observed in the application that causes application functionality to not function as defined and route the issue accordingly. Based on this analysis, Contractor will provide a monthly action plan to the State which will be triaged, at a minimum, on business impact and level of effort.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Incident Triage Support (Corrective) - Analyze defect observed in the IAM solution (ISAM only) that causes application functionality to not function as defined and route the issue accordingly. Based on this analysis, Contractor will provide a monthly action plan to the State which will be triaged, at a minimum, on business impact and level of effort.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Maintenance</td>
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<tr>
<td><strong>Tasks</strong></td>
<td><strong>State Role</strong></td>
<td><strong>Contractor Role</strong></td>
</tr>
<tr>
<td>function as defined and route the issue accordingly. All other security related activities are State’s responsibility.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architecture Management (Preventive) - Analyze potential changes and other component upgrades are in line with the defined architecture for the overall solution.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Application Security Maintenance (Preventive) – Review that the application and related components are compliant to defined security standards.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Performance Management (Preventive) – Adhere to the performance standards of the application components.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Performance Analysis and Tuning (Preventive) - Undertake performance tuning activities based on application-specific performance analysis conducted and identified performance issues. Provide a monthly action plan based on analysis.</td>
<td>Support</td>
<td>Lead</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Technology Management</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tasks</strong></td>
</tr>
<tr>
<td>Release Planning (Adaptive) - Perform release planning for development, patch upgrades and security patches</td>
</tr>
<tr>
<td>The State provides infrastructure support including monitoring, hardware maintenance, support of hardware, COTS upgrades, database recovery and back-ups. Contractor works with the State to identify and plan for these activities as identified in the project work plan.</td>
</tr>
<tr>
<td>Vendor Management (Adaptive) - Communicate with and manage resolution of Level 3 support requests that require application or technical support from external vendors.</td>
</tr>
<tr>
<td>Disaster Recovery Planning &amp; Management (Preventive) - Manage the Business continuity planning exercise and disaster recovery management steps that need to be performed in case of any unplanned outages</td>
</tr>
<tr>
<td>Architecture Management (Preventive) - Review that new enhancements/ changes and other component upgrades are in line with the defined architecture for the overall solution</td>
</tr>
</tbody>
</table>
## Technology Management

<table>
<thead>
<tr>
<th>Tasks</th>
<th>State Role</th>
<th>Contractor Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patch, Upgrade Management for Infrastructure components (Adaptive) - Perform planning and conducting upgrade and patch updates for infrastructure components like Operating systems, network components, hardware components.</td>
<td>Lead</td>
<td>Support</td>
</tr>
<tr>
<td>Patch, Upgrade Management for Application components (Adaptive) - Perform planning of upgrade and patch updates for application software components, i.e. all software installed on top of the operating system in support of the Integrated Eligibility system.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Patch, Upgrade Management for Application components (Preventive) - Conducting upgrade and patch updates for application software components, i.e. all software installed on top of the operating system in support of the Integrated Eligibility system.</td>
<td>Support</td>
<td>Lead</td>
</tr>
<tr>
<td>Infrastructure Performance Management (Preventive) - Manage the performance standards of the infrastructure components like the network, storage components, operating system, hardware components.</td>
<td>Lead</td>
<td>Support</td>
</tr>
<tr>
<td>Application Performance Management (Preventive) - Manage the performance standards of the application components, i.e. all software installed on top of the operating system in support of the Integrated Eligibility system.</td>
<td>Support</td>
<td>Lead</td>
</tr>
</tbody>
</table>

The State reserves the right to adjust the mix of activities listed throughout any month. If such adjustments are made to the mix of activities, and the adjustments require less effort from the Contractor than the original baseline activities, the remaining time and staff may be redirected to work on different activities (including Enhancements & Extended Support) within that scheduled month.

### 2.3. ENHANCEMENTS & EXTENDED SUPPORT

Contractor shall provide staffing resources to perform Enhancements & Extended Support of the Integrated Eligibility system (or for the LITE or LaMEDS systems separately) on a task order basis. Contractor shall participate in the planning and prioritization of any system enhancements.
3.0 SCHEDULE REQUIREMENTS

Baseline Maintenance and Operations task order shall be executed within thirty (30) calendar days after contract execution.

4.0 PERFORMANCE MEASURES AND MONITORING PLAN

4.1. Performance Requirements

Scrum Team Metrics

Contractor Scrum Team members will be required to measure and report using but not limited to the following metrics:

1. **Actual Stories Completed vs. Committed Stories** – The team’s ability to understand and predict its capabilities. To measure, compare the number of stories committed to in sprint planning with the stories identified as completed in the sprint review.

2. **Sprint, Epic, and Release Burndown Charts** – The team’s ability to use Burndown charts to improve estimates without finishing sprints early because they committed to too little work or missed their forecasts sprint after sprint by committing to too much work.

3. **Technical Debt Management** – The known problems and issues delivered at the end of the sprint. This will be addressed with process improvements that come from sprint retrospectives.

4. **Team Velocity** – The consistency of the team’s estimates from sprint to sprint. Calculated by comparing story points completed in the current sprint with points completed in the previous sprint; aim for +/- 10 percent.

5. **Quality Delivered to Customers** – The sprint’s ability to provide value to end-users and become a potentially releasable component of the overall product. This will be measured by the Product Owner surveying the customers and stakeholders to assess the completeness of the product and determine if it is a failure or if there is a need for enhancements.

6. **Team Enthusiasm** – AA major component for a successful Scrum team. If teammates aren’t enthusiastic, no process or methodology will help them succeed. Enthusiasm will be measured by observing various sprint meetings and interactions with other team members.

7. **Retrospective Process Improvement** – The Scrum team’s ability to revise its development process to make it more effective and enjoyable for the next sprint. This will be measured using the count of retrospective items identified, the retrospective items the team committed to addressing and the items resolved by the end of each sprint.

8. **Communication** – How well team members are conducting open and honest communications. Like enthusiasm, this will be measured by observing various sprint meetings and interactions with other team members.

9. **Team’s Adherence to Scrum Rules and Engineering Practices** – Unlike Extreme Programming, Scrum doesn’t prescribe engineering practices, but the State defines several for their projects. We will ensure that the Scrum team works within the boundaries the State defines.

10. **Team’s Comprehension of Sprint Scope and Goal** – A subjective measure of how well stakeholders, product team and development team members collaborate to understand and
focus on the sprint stories and goal. This will be determined through day-to-day contact and interaction with the team as well as feedback from others.

4.2. **Performance Measurement/Evaluation/Monitoring Plan**

4.2.1. **Performance Measures/Evaluation**

The deliverables will be reviewed for accuracy and completeness, to ensure that they are completing the tasks and services outlined in section 2.

4.2.2. **Monitoring Plan**

There will be a State project resource assigned to monitor and ensure that the Contractor is adhering to control standards.

4.2.3. **Staffing Changes**

The State reserves the right to approve or disapprove any of the Contractor's proposed changes in staff or to require the removal or reassignment of any Contractor employee found unacceptable by the State. Removal of a Contractor employee shall mean that the individual may no longer work on the project. The State's request does not require any reason as to the request. There shall be no negotiation relative to the request. Reassignment request(s) from the Contractor shall include a justification of why the reassignment is beneficial to the State. This substitution/replacement must occur within thirty (30) calendar days once notice in writing is provided by the State. The State reserves the right to approve all individuals assigned to this project and no substitution of personnel shall be made without the prior written approval of the State. The State agrees to reasonably review substitution requests. Substitutions should possess equivalent or superior qualifications and experience to the original candidate as defined in the proposed resumes.

4.3. **Veteran and Hudson Initiative Programs Reporting Requirements**

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

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

5.0 **DELIVERABLES**
Contractor will provide a monthly Baseline Maintenance & Operations Support report to the State. These reports shall include the following information at a minimum:

- Work accomplished for each work period
- Work planned for the next work period
- Hours consumed for each period by work area

Enhancements & Extended Support work is time and materials based; therefore, the Contractor staff are the deliverables. Timesheets and the Statement of Work Log must be submitted with invoices. Additionally, task orders may define additional deliverables within the task order scope of work. The terms and requirements for these deliverables would be determined as part of the task order review, approval, and delivery.

5.1. TASK ORDERS

Enhancements & Extended Support work under the Contract requires an approved Task Order. When a need for a service arises, the State and contractor will create detailed job functions, requirements, and/or deliverables and create a Task Order.

A Task Order will contain a statement of work, any deliverables (if applicable), contractor number and roles of staff, total maximum cost of the Task Order, contractor responsibilities, any state responsibilities, and other relevant information such as additional hardware or software required, alternative approaches, and priority.

All approved Task Orders must be signed by the Contractor’s Engagement Director and the State Project Director or designee(s). Any change to the funding ceiling, effective dates, or other terms requires a Task Order amendment with the same signatures.

5.1.1. TASK ORDER TERMINATION

The State reserves the right to immediately terminate Task Order(s) whole or in part, without penalty and or for any reason, including but not limited to, for not progressing per the State’s expectations as outlined in section 4 – Performance Standards. The termination notice will specify whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with Transition Responsibilities.

5.1.2. TASK ORDER TRANSITION RESPONSIBILITIES

Upon termination of a Task Order for any reason, Contractor must, for a period of time specified by the State provide all transition assistance requested by the State, to allow for the expired or terminated portion of the Task Order to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services and Deliverables to the State or the State’s next qualified vendor; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to
the State all State Materials and State Data; (d) transferring title in and delivering to the State, at the State’s discretion, all completed or partially completed Deliverables prepared under this Contract as of the Contract termination or expiration date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding requirements.

5.1.3. TASK ORDER WARRANTIES

Upon the State’s Acceptance, the Contractor hereby warrants that for the Warranty Period, that when operated according to the documentation and other instructions the Contractor provides, the [DELIVERABLE] will perform substantially after first productive use according to the functional specifications listed in the documentation, will be free from defects and operate under normal circumstances of use, in accordance with Warranty provisions of the Sample Contract, Section 2.2

Task Orders are covered by the existing warranty provisions. Task Orders may define a new Period of Coverage, or remove the Period of Coverage entirely, if mutually agreed to by both parties and documented in the Task Order.

In the case of any updates, upgrades, new versions, new releases, enhancements and other modifications to production software, the Period of Coverage begins upon the State’s receipt of such modification under the Contract, if such modification meets defined acceptance criteria and is fully functional at first productive use.

6.0 SERVICE LEVEL AGREEMENTS

Contractor must comply with the following provisions, unless otherwise directed by the State Project Director:

6.1. General Overview

This Section sets forth:
- The general levels of response and availability associated with the System
- The responsibilities of Contractor and State
- Processes for Defects and change management

Definitions:
- “Business Hours” – Monday - Sunday, 6:00 AM - 8:00 PM
- “Incident” – An unscheduled event that lead to loss of, or disruption to, an organization’s operations, services or functions.
- “Minute” – Any contiguous sixty (60) seconds
- “Hour” – Any contiguous sixty (60) minutes.
- “Daily” or “Day” – Any contiguous twenty-four (24) hour period.
- “Weekly” – Any contiguous seven (7) day period.
- “Monthly” – Any contiguous thirty (30) day period.
- “Annual” or “Annually” or “Year” – Any contiguous three hundred sixty-five (365) day period.

6.2. Service Level Agreements
Contractor will not be liable for any failure to meet a Service Level Agreement resulting from events, causes, or responsibilities that are outside of Contractor’s control, including, but not limited to the State or its personnel or third party contractors’ failure to meet the State’s responsibilities under the Contract, any State managed network, hardware or software issues, or as a result of events of force majeure as described in the Contract.

6.3. System Uptime, Response Time, and Accuracy Metrics

The following table lists expected System uptime and response time goals. SLAs are measured as defined within each SLA, with exceptions outside the Performance Expectations provided to the contractor in a monthly report.

Downtime or delayed system response time as a result of infrastructure & network degradation or unavailability will not be considered as a measured Service Level Agreement event. Contractor is not accountable for the availability of hardware and software licensed and managed by State employees or State authorized vendor staff or other State of Louisiana Agency partners.

<table>
<thead>
<tr>
<th>Topic</th>
<th>SLA</th>
<th>Definition</th>
<th>Performance Expectation</th>
</tr>
</thead>
</table>
| System Uptime        | The System will be available 24/7.                                   | • Users shall be able to access the SYSTEM twenty-four (24) hours a day, seven (7) days a week, at a monthly uptime of 99.5%, with the exception of planned downtime due to system upgrades or routine maintenance. All planned downtime shall be communicated and agreed to by the Agency.  
• The System is available to complete interface processing including all related batch jobs and reporting at the designated schedule for each interface. | • Planned downtime due to upgrades or routine maintenance must be communicated to Agency Project Manager. Downtime must not exceed 8 hours per scheduled event, unless agreed upon by the State. Measures to be calculated based upon 24 hour periods, to the extent it is requested and mutually agreed upon in writing.  
• The system must have a monthly uptime of 99.5%, 24/7/365, exclusive of planned maintenance downtimes.  
• The 3rd and all subsequent occurrences of an incident resulting from the same root cause or systemic issue is an automatic breach of SLA. |
| Response Times       | The System shall be scalable and capable of supporting all workers performing normal business activities concurrently as new | The System shall be capable of supporting all workers performing normal business activities concurrently, with the ability to increase the demand on the System to peak load without                                                                                                                                                                                                                               | The LaMEDS system must support the following:  
• 600 Concurrent Worker Users, with a peak of 800  
• 500 Concurrent External Users, with a peak of 2,000 |
<table>
<thead>
<tr>
<th>Topic</th>
<th>SLA</th>
<th>Definition</th>
<th>Performance Expectation</th>
</tr>
</thead>
</table>
| workers, programs or agencies are added. | modification to the software while meeting the set SLA. | The SNAP/TANF (IE) system must support the following:  
- 1,200 Concurrent Worker Users, with a peak of 1,500  
- 2,500 Concurrent External Users, with a peak of 7,000  
The DSNAP system must support the following:  
- 2,000 Concurrent Worker Users, with a peak of 2,500  
150 Concurrent External Users, with a peak of 450  |
| The System shall average two (2) second transaction response times with no individual transaction exceeding ten (10) seconds. | The System shall provide the capability for an average two (2) second transaction response time (with no individual transaction exceeding 10 (ten) seconds) to be consistent for all workers directly interacting with the Production environment. Standard system reports are not included as transactions. | • Transaction response time must average two (2) seconds  
• Individual transaction cannot exceed ten (10) seconds  
• The measurement for response time applies only to real-time transactions, including but not limited to the web portal, web-based applications, standard system reports (except for mutually agreed to exclusions), and other real-time connections, for systems under Contractor's control.  
• Receipt is measured after the data is fully validated and finished persisting to the Database, measured using the standard Time to First Byte (TTFB) metric, and measured from within the server subnetwork. Response time for transactions such as ad hoc queries are not applicable. |
| The System shall accurately complete eligibility actions. | The System performs eligibility actions consistent with Agency defined business rules. | • 99.9% of eligibility actions performed by the System shall be accurate  
| The System shall automatically route electronic applications to the correct location, queue, and/or work unit. | The System routes electronic applications to the correct location, queue, and/or work unit consistent with Agency defined business rules. | • 99.9% of electronic applications are routed to the correct location, queue, and/or work unit  
| The System shall update accurately | The System shall update online transaction in the | • 99.9% of updates to online transactions in the electronic |
### 6.4. End-User Support Metrics

The following table lists expected user support service levels to be performed to support the System. The State Service Desk will assign an initial priority for user-reported problems to ensure that the most serious problems are addressed first. Priorities are defined here and in the System Operations and Maintenance Plan. The Priority information is taken directly from the State Standards.

- **Critical**: Multi-component or critical functionality outages. Disruption to agency/State business where there is no alternative or workaround. Security, significant impact to business operations and/or financial implications to an agency/State.
- **Major**: Multi-component or critical functionality outages. Serious disruption to agency/State business where there is no alternative or workaround. Severe security, significant impact to business operations, and/or financial implications to an agency/State. The business determines that the incident does not require 24x7 response.
- **High Priority**: Single component or single critical functionality outage. Moderate disruption to agency/State business where there is no alternative or workaround. Security and/or financial implications to an agency/State.
- **Medium Priority**: Partial or limited functionality causing an operational impact for an agency/State or delays agency/State business. Prevents use of a fully supported service by an agency/State or individual. Issue has a possible workaround.
- **Low Priority**: Affects a small number of users with limited to no business implications to agency/State. Problem concerning minor items.

<table>
<thead>
<tr>
<th>Topic</th>
<th>SLA</th>
<th>Definition</th>
<th>Performance Expectation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Critical</strong></td>
<td>The contractor shall prioritize and resolve Critical Priority issues reported to the help desk in the agreed upon timeframes.</td>
<td>Multi-component or critical functionality outages. Serious disruption to agency/State business where there is no alternative or workaround. Severe security, significant impact to business operations, and/or financial implications to an agency/State.</td>
<td>• <strong>Resolution or plan for resolution</strong>: Within one (1) hour of a critical priority production issue being successfully reported to Level-3, Contractor will initiate a conference call/meeting to determine a Rapid Action Plan (RAP). Problems outside of Contractor’s control do not apply.</td>
</tr>
<tr>
<td><strong>Major</strong></td>
<td>The contractor shall prioritize and resolve</td>
<td>Multi-component or critical functionality outages.</td>
<td>• <strong>Resolution or plan for resolution</strong>: Within one (1) hour of a critical priority production issue being successfully reported to Level-3, Contractor will initiate a conference call/meeting to determine a Rapid Action Plan (RAP). Problems outside of Contractor’s control do not apply.</td>
</tr>
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</table>

#### Update online transactions in the electronic case record.
- **Definition**: Electronic case record consistent with Agency defined business rules.
- **Performance Expectation**: Case record are applied accurately.
### SLA Definition and Performance Expectation

<table>
<thead>
<tr>
<th>Topic</th>
<th>SLA</th>
<th>Definition</th>
<th>Performance Expectation</th>
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</thead>
<tbody>
<tr>
<td>Major Priority issues reported to the help desk in the agreed upon timeframes.</td>
<td></td>
<td>disruption to agency/State business where there is no alternative or workaround. Severe security, significant impact to business operations, and/or financial implications to an agency/State. The business determines that the incident does not require 24x7 response.</td>
<td>hour of a critical priority production issue being successfully reported to Level-3, Contractor will initiate a conference call/meeting to determine a Rapid Action Plan (RAP). Problems outside of Contractor’s control do not apply.</td>
</tr>
<tr>
<td>High Priority</td>
<td>The contractor shall prioritize and resolve High Priority issues reported to the help desk in the agreed upon timeframes.</td>
<td>Single component or single critical functionality outage. Identified workarounds places significant burden on the business, or prevents full functionality of the service. Moderate disruption to agency/State business where there is no alternative or workaround. Serious security and/or financial implications to an agency/State.</td>
<td><strong>Resolution or plan for resolution:</strong> Within one (1) business day of a high priority production issue being successfully reported to Level-3, Contractor will initiate a conference call/meeting to determine a Rapid Action Plan (RAP). Problems outside of Contractor’s control do not apply. <strong>Updates to Agency:</strong> As Agency requests.</td>
</tr>
<tr>
<td>Medium Priority</td>
<td>The contractor shall prioritize and resolve Medium Priority issues reported to the help desk in the agreed upon timeframes.</td>
<td>Partial or limited functionality causing an operational impact for an agency/State or delays agency/State business. Prevents use of a fully supported service by an agency/State or individual. Issue has a possible workaround.</td>
<td><strong>Resolution or plan for resolution:</strong> Plan for resolution will be defined within the next build meeting. Problems outside of Contractor’s control do not apply. <strong>Updates to Agency:</strong> As Agency requests.</td>
</tr>
<tr>
<td>Low Priority</td>
<td>The contractor shall prioritize and resolve Low Priority issues reported to the help desk in the agreed upon timeframes.</td>
<td>Affects a small number of users with limited to no business implications to agency/State. Problem concerning minor items.</td>
<td><strong>Resolution or plan for resolution:</strong> Plan for resolution will be defined within the next build meeting. Problems outside of Contractor’s control do not apply. <strong>Updates to Agency:</strong> As Agency requests.</td>
</tr>
</tbody>
</table>

### 6.5. Roles and Responsibilities

#### 6.5.1. Contractor Responsibilities
Contractor responsibilities and/or requirements in support of this section consist of:

- Meet responsibilities associated with assigned Defects and Service Level Agreements as set forth herein.
- Develop and generate monthly reports on all Service Level Agreements.
- Appropriate notification to State for all scheduled maintenance.
- Implement defined processes to deliver and report these service levels.

6.5.2. **State Responsibilities**

State responsibilities and/or requirements in support of the SLAs include:

- Assist Contractor in the development and generation of monthly SLA reports.
- Availability of State representative(s) when resolving a Defect.
- Communicate specific information about Defects or missed Service Level Agreements.

6.5.3. **Liquidated Damages**

In accordance with the second paragraph of Section 5.1 of the Terms and Conditions, the State may assess liquidated damages for failing to meet any of the above criteria.
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

If additional hardware and software are needed, the selection will be made by the State and the Contractor jointly.

The State:
- Will provide Digital Certificates, Antivirus, and Microsoft Active Directory Infrastructure.
- Is responsible for providing and hosting all the hardware and software.
- Is responsible for all infrastructure management including servers, storage and network including security and controls.
- Maintains and manages the ALM environments and provides adequate staffing for administration activities (Network Admin and Systems Admin for virtualization and operating systems only).
- Allows DR and Non-Production to be hosted at the same secondary site.
- Is responsible for the network infrastructure, configuration, routing, and setup (IPs/URLs) required.
- Is responsible for VM and file-level replication to the disaster recovery site and responsible for platform/application-level replication data to the disaster recovery/secondary site (i.e. database-level replication, etc.).
- Will provide adequate load balancing tools and application level security.
- Has an existing data replication infrastructure between DR and primary site. This includes replication and recovery for VM images, object data and files.

2.0 SPECIAL REQUIREMENTS

2.1. CONTRACTOR COMPUTERS AND DEVICES

All Contractor utilized computers and devices must:
1. Be protected by industry standard virus protection software which is automatically updated on a regular schedule.
2. Have installed all security patches which are relevant to the applicable operating system and any other system software.
3. Have encryption protection enabled at the Operating System level.
4. In the event the contractor is required to use State-issued equipment, the Contractor must bear the costs of utilizing such equipment.

3.0 STANDARDS AND GUIDELINES

Contractor shall implement applications that are fully operationally compliant with the latest National and State standards and policies listed below:
2. Official naming and code conventions for the selected applications platform and programming language(s) (i.e., official Code Conventions for the Java Programming Language, official .NET/C# Coding and Naming Conventions, JavaScript Style Guide and Coding Conventions, IBM WebSphere Naming and Code Conventions, etc.).
3. Official naming and code conventions for the selected database platform.
4. Official naming and code standards, guidelines, and best practices for the various enterprise-level components utilized as part of the solution (i.e., ESB, MDM, etc.)
5. Contractor-developed Service Oriented Architecture (SOA) Standards and Guidelines.
6. Contractor-adjusted naming and coding conventions, standards, and best practices built on top of the official guidelines and standards for the various programming languages, frameworks, platforms, and tools utilized by the Contractor to implement the solution. Contractor must provide a copy of all used naming and coding standards, including SOA standards, to the State.
ATTACHMENT III - CONTRACTOR PERSONNEL AND OTHER RESOURCES

1.0 CONTRACTOR PERSONNEL

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

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

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

In the event the contractor is required to use State-issued equipment, the Contractor must bear the costs of utilizing such equipment.

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 STATE PROJECT MANAGEMENT

The State Project Director appointed by the State as described in Section 3.6 of this Contract’s Terms and Conditions is ________________ or his designee who is the principal point of contact for this contract on behalf of the State.

The State Project Manager will provide day-to-day oversight on the deliverables stated in the Statement Of Work for the activities conducted hereunder. The State Project Manager will be responsible for the following activities as deemed necessary per the Statement Of Work to support the successful completion of project milestones.

1.1. STATE PROJECT MANAGER

The State Project Manager will be responsible for:

- Communicating and obtaining decisions for necessary activities;
- Coordinating the reporting, review, and quality assurance process;
- Establishing project risk and Issue management plan and creating project change control procedure;
- Facilitating formal Deliverable review and approval;
- Facilitating the effective participation of State staff and external stakeholders;
- Monitoring the progress of all principal project participants;
- Facilitating the timely resolution of issues raised by the Contractor Project Manager;
- Developing, with the Contractor Project Manager, the agenda and topics for the monthly steering committee meetings and various quarterly/semi-annually advisory committee meetings;
- Reviewing the overall project Work Plan and schedule with the Contractor.

1.2. STATE PROJECT DIRECTOR

The State Project Director will be responsible for:

- Contractor will submit invoices to the State Project Director for review and approval.
- Decisions to be made by State will be made in accordance with the timing set forth in the Work Plan and communicated through the State Project Manager or his/her designee. The State Project Director shall have all necessary authority to obligate the State with respect to the subject matter of this Project.
2.0 TECHNICAL STAFF

State will provide technical employees as needed to accomplish the tasks defined in each work order. Reasonable access to other technical specialists on a limited basis will be coordinated through the State Project Director and/or Manager.

3.0 FUNCTIONAL STAFF

State will provide functional employees as needed to accomplish the tasks defined in each work order. Reasonable access to other functional personnel on a limited basis will be coordinated through the State Project Director and/or Manager.

4.0 OFFICE FACILITIES

State will provide reasonable and normal office space for up to twenty (20) contractor staff. State will also provide 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.

State will provide identified Contractor staff the access and use rights as required to perform the services required for installation and configuration of all software products identified in the Contractor’s response.
ATTACHMENT V - INSURANCE REQUIREMENTS FOR CONTRACTORS

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

1.0 CONTRACTOR'S INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

2.0 MINIMUM SCOPE AND LIMITS OF INSURANCE

2.1. WORKERS COMPENSATION

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

2.2. COMMERCIAL GENERAL LIABILITY

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

2.3. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months, with full reinstatement of limits, from the expiration date of the policy, if the policy is not renewed.

2.4. AUTOMOBILE LIABILITY

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

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 thereunder, unless such coverage is included in insurance elsewhere specified.

2.5. CYBER LIABILITY

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

4.0 OTHER INSURANCE PROVISIONS

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

4.1. COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND CYBER LIABILITY COVERAGES

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor’s insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor’s insurance.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.
4.2. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

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

4.3. ALL COVERAGES

Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the State. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify State of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the State/OTS to require proof of compliance, or State/OTS acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the State/OTS for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

5.0 ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days of notice that the insurer’s rating is insufficient.

6.0 VERIFICATION OF COVERAGE

Contractor shall furnish the State/OTS with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the OTS before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:
In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The State/OTS reserves the right to request complete certified copies of all required insurance policies at any time.

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

7.0 SUBCONTRACTORS

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

8.0 WORKERS COMPENSATION INDEMNITY

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

9.0 DUTY TO DEFEND

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.
ATTACHMENT VI - INFORMATION SECURITY REQUIREMENTS

This attachment provides the additional information security requirements in addition to the existing Contract, SOW and the other associated attachments.

1.0 SAFEGUARDING CONFIDENTIAL AND RESTRICTED INFORMATION

Contractor shall implement and maintain administrative, technical, and physical safeguards designed to protect against unauthorized access to or use of Confidential or Restricted Information received from, or on behalf of, State by Contractor pursuant to performance of the agreed upon Services. For purposes of this attachment, Confidential Information includes Restricted Information. Restricted Information is data which requires strict adherence to legal obligations such as federal, state, or local law or required by State policy and so designated. Examples of Restricted Information include, but are not limited to: Protected Health Information (PHI), Federal Tax Information (FTI), Payment Card Information (PCI), Criminal Justice Information (CJI) and Personally Identifiable Information (PII) or data specifically designated by State as Restricted Information. Contractor currently maintains the following:

- An information security program that defines implements, and reviews information security policies and procedures.
- Policies that prohibit the unauthorized disclosure of Confidential and Restricted Information and requesting, on an annual basis, confirmation from Contractor personnel that they have read such policies.
- Processes to encrypt Confidential Information stored on Contractor-provided laptop and desktop computers (using BitLocker Drive Encryption – full disk encryption); processes and security settings to protect Confidential Information stored on Contractor-provided mobile devices (e.g., iPhone and BlackBerries®), such as time out values, PINs, automatic device wipe after a specified number of invalid log-on attempts, and remote wipe capability; and issuing encrypted USB drives to Contractor personnel for use in transferring Confidential Information.
- Training and awareness programs for personnel related to information security policies, information protection standards, and privacy. Additionally, from time to time, publishing privacy and security-related alerts or reminders by standard Contractor internal communication channels.
- Limiting physical access to Contractor offices through the use of one or more of: conventional locks, electronic locks, security guards, identification badges, visitor control programs, and video surveillance programs.
- Anti-virus protection programs (e.g., McAfee), including, centrally managed, commercially available anti-virus software on Contractor-provided computers to which updates are released as they become available from anti-virus software vendors, and a virus containment process that defines responsibilities and outlines procedures.
- Network servers in Contractor’s data centers that employ a variety of industry-accepted procedures and tools that are designed to safeguard portions of the network and servers within the data centers. These include combinations of the following:
  - Restricting both physical and network access to authorized users
  - Restricting physical access by card-key control systems
  - Network based intrusion prevention system
  - Firewalls to segment networks
- Vulnerability assessment processes and tools
- Change management procedures
- Patch management processes and tools
- Periodically backing-up data that is maintained on Contractor network servers, including processes to encrypt back-up media and to store back-up media off-site
- Server operating system hardening as appropriate

- Periodic review and update of internal Contractor information security policies and procedures.
- Incident Response processes containing escalation procedures for contacting State and Information Security resources.
- Sanitization of any decommissioned or inoperable Contractor-owned machine, storage, media, disk or drive containing any Confidential or Restricted Information use the following approved sanitization methods:
  Sanitization is divided into three types.

**Type 1, Clearing:**
Clearing an electronic storage media is the lowest level of sanitization that inhibits the recovery of information assets via a robust keyboard attack using data recovery tools. Use of conventional operating system utilities like deleting files or disk formatting only delete the respective directory entries and thus do not inhibit the ability of data recovery tools to retrieve the information assets as the respective data itself is not being overwritten.

**Type 2, Purging:**
Methods of purging are:
1. Wiping: Overwriting all locations including remapped bad sectors on a re-writable electronic storage media multiple times with different patterns, thereby checking the appropriateness by comparing different locations before and after overwriting. Required technology detail: The necessary number of overwrites, patterns and location checks, which depend on the type of re-writable electronic storage media.
2. Secure Erasing: Overwriting all locations on an ATA hard disk drive (specific type of electronic storage media that includes PATA and SATA drives) a single time in a reliable manner. The Security Erase Unit command of the ATA specification must be used to initiate secure erasing. If implemented in a specific ATA hard disk drive, the Enhanced Erase Mode should be used. Successful execution must be checked afterwards.
3. Degaussing: Deleting all information assets stored on a magnetically sensitive electronic storage media using a strong magnetic field.
4. Resetting: Returning a volatile electronic storage media into its initial delivery state. The power must be switched off and the backup battery removed, if battery backed.

**Type 3, Destruction:**
Physically destroying an electronic storage media is the highest level and thus ultimate form of sanitization. Physical destruction is achieved, when no portion of an electronic storage media can be used to extract a significant amount of data. Therefore, simply punching holes – for example into a hard disk – is not sufficient for physical destruction.

Methods of destroying are:
1. Shredding: Breaking an electronic storage media into parts. Disintegrating can be used as a synonym term for shredding. Required technology detail: The maximum size of the parts, which depends on the type of the electronic storage media.
2. Pulverizing: Crushing an electronic storage media into dust or powder.
3. Melting: Heating an electronic storage media past its melting point transforming it into a molten mass. The necessary melting point depends on the instance of the electronic storage media.
4. Incinerating: Burning an electronic storage media past its firing temperature transforming it into ash, flue gases and particulates. The necessary firing temperature depends on the instance of the electronic storage media.

The selected sanitization method and procedures selected by the Contractor generates the appropriate unit level logging. A certificate of destruction shall be provide if requested by the State.

2.0 ACCESSING STATE NETWORKS, SYSTEMS, AND INFORMATION

Access to State resources requires the following: Contractor personnel connecting to State computing systems and resources shall only be in the performance of the agreed upon Services.

- Contractor personnel shall not knowingly (unless otherwise expressly agreed to by the parties as a function of the Services, or authorized in writing by the State’s Information Security Team):
  - Access or attempt to access the State’s Confidential or Restricted Information for any purpose outside of the scope of such Services;
  - Connect personal (i.e., non-work related or Contractor-provided) devices to the State’s network;
  - Attempt to alter or circumvent any State security controls safeguarding the State’s network (e.g., authentication processes, access controls, firewall controls, web site blocking controls, etc.);
  - Install, execute, or modify software, equipment or peripherals on (or remove software, equipment or peripherals from) the State network;
  - Install or disseminate malicious code (including computer viruses, worms, and Trojan horses) on the State network;
  - Conduct discovery or vulnerability scans of State networks, applications, or computing systems.; or
  - Share or disclose any access code or password provided by, or generated on behalf of, the State to Contractor personnel for such access.

- Contractor-provided computer workstations or laptops used to access the State’s computing systems and resources will:
  - have commercial anti-virus software installed and configured to automatically signature updates released from the anti-virus software vendor while such computers are connected to Contractor’s network or alternatively, in the event that Contractor personnel do not connect their computers to Contractor’s network over a certain period of time, while such computers are connected to the Internet;
  - have security software patches installed on such computers, which patches, by the determination of Contractor’s Information Security Office, are reasonably necessary to
safeguard such computers from access by unauthorized third parties or from outside threats to the integrity and confidentiality of information residing on such computers;
  o have firewall software installed and operating on such computers while such computers are connected to the Internet;
  o have access controls designed to restrict access to such computers to authorized individuals;
  o have 128-bit (or better) AES file-level encryption enabled, which is configured to automatically verify encryption status; and
  o have automatic daily back-up of standard directories and files.
• All Contractor personnel shall review the terms and requirements of this attachment prior to accessing State resources.
• The State will provide Virtual Private Network (VPN) access to Contractor personnel in order for them to perform development, testing, and production support activities in a timely manner.
• Remote access will be provided on a 24x7 basis for the Contractor’s project team during the duration of this project. Contractor is responsible for planning around the State’s reoccurring (planned and emergency) network and system maintenance, upon the State’s communication of the same to Contractor, in order to confirm agreed upon Service timelines and deliverables are not impacted.
• Contractor personnel requiring access to production environments to investigate, and analyze production issues, must submit an access request to the State Security team. The State Security team will review, approve/disapprove and grant/deny access to production environment.
• Contractor shall submit an access request for all resources requiring access to State resources. Access requests shall minimally contain:
  o Full Name of Contract Resource
  o Assigned Job Title
  o Physical Location (City, State, Country of resource’s current Contractor office)
  o Specific System and Application Access Required (System, Application, or Database)
  o Tentative End of Contract Date (to be extended as needed via additional notification)
  o Remote Access Required (yes or no)
• Contractor shall submit a termination notice to the State, including full name of Contractor personnel who leave its employ and last day worked, in a timely manner not to exceed 48 hours from termination of that Contractor personnel’s last day worked.
• All Contractor personnel must safeguard Confidential and Restricted information in accordance with the requirements described in this attachment.
• The State’s Information Security Team will review all Contractor access request and provide approval prior to Contractor personnel being granted access. In the event the Contractor’s access request is denied, the State’s Information Security Team will provide written justification for review by the Contractor.
• Contractor personnel accessing State resources outside of the United States are strictly prohibited from accessing Restricted Information (directly or indirectly) contained within any application, system, database, or device unless prior written approval is provided by the State’s Information Security Team and Agency assigned Data Owner.
• Contractor personnel accessing State resources outside of the United States may be utilized to facilitate agreed upon services by accessing:
3.0 DATA MANAGEMENT

- The State will not provide Contractor personnel with access to PHI, or PII data except as set out in the applicable SOW or otherwise requested in writing by the Contractor-assigned Project Manager. (This may include, for example, requesting access to the State production environment for investigating potential defects identified during the Warranty Period.) For development and testing purposes, State will provide the Contractor personnel de-identified data that is representative of production data but that does not contain PHI, PII data.
- State agrees: (i) not to disclose any PHI or PII or other applicable Restricted Information to Contractor, if such disclosure would violate any applicable law, rule or regulation; (ii) not to request Contractor to use or disclose PHI or PII or other applicable Restricted Information in any manner that would not be permissible under any applicable law, rule or regulation, if such use or disclosure were done by State; and (iii) to disclose to Contractor only the minimum amount of PHI or PII data (if any) reasonably necessary for Contractor to perform agreed upon Services under the applicable SOW; and (iv) where practicable and commercially reasonable, to de-identify any such PHI or PII data before making it available to Contractor.
- Agreed upon Services may require system testing to be performed in non-production environments that are utilized by the Contractor. Testing is controlled through the usage of de-identified or "mock data". "Mock Data" is data created by the Contractor and does not contain PII, PHI, or similarly regulated Restricted Information.
- If requested by the State, Contractor may be authorized to perform de-identification of production Restricted Information utilizing a State approved documented process and a State owned workstation. This type of de-identification request must be processed through the change order procedures.
- Contractor shall implement security measures such that non-production environments under Contractor’s full control, do not contain Restricted Information unless provided with written authorization from the State’s Information Security Team as an exception. If the State has access to enter data, the State is responsible for such data entry to not contain Restricted Information, such as in the UAT or Training environments.
- The State will limit Restricted Information it provides to Contractor (or otherwise makes available to Contractor) to only that which is reasonably necessary to allow Contractor to provide the agreed upon Services.
- Contractor will provide the State with a list of Contractor personnel who are authorized to receive or have access to State resources (systems, applications, and databases). Contractor will maintain and update the access lists as needed.
- Disclosure of Confidential or Restricted Information by State to Contractor shall utilize appropriate security measures by State, including data encryption, to maintain protection of Confidential or Restricted Information being transferred to Contractor by State, and as required by applicable information protection laws.
- State will promptly notify Contractor’s Lead Engagement Partner in the event it becomes aware that Restricted Information has been disclosed to Contractor inadvertently or otherwise.
- The State will be responsible that the State legacy systems required to integrate or share data with applications or systems within the scope of the agreed upon Services, shall not expose non-production environments to Restricted Information.

4.0 SECURE DEVELOPMENT

When agreed upon Services require Contractor to develop or configure systems or applications, the Contractor is responsible (unless otherwise authorized in writing by the State’s Information Security Team) for:

- Working with the State’s Information Security Team to require additional application or system specific Information Security requirements are captured and agreed upon prior to initiating development or technology implementation through the set requirement and design sessions. State’s Information Security Team shall actively participate in applicable requirement and design sessions and review such deliverables.
- Performing an Application Risk Assessment that will be presented to the State’s Information Security Team prior to production implementation.
- Operationally embedding methods for testing and validating application and system security within the development process. Contractor shall provide methods for all developers and testers to independently run both static and dynamic security testing as part of each development or test cycle.
- Requiring and validating that all input or files provided by the target end user is validated and filtered via server side processes prior to processing in order to prevent code injection and improve data integrity.
- Requiring and validating all system to system or application to application communication requires authentication and agreed upon secure protocols.
- Requiring and validating passwords are not stored in clear text in any configuration file, source code (compiled or otherwise), or database.
- Requiring and validating web application user session state is dynamic and appropriately managed utilizing currently accepted industry standards, in order to successfully prevent an unauthorized individual the ability to bypass authentication controls by “hijacking” a valid session.
- Requiring applications integrate with the State’s Microsoft Active Directory (AD) and Identity Management (IAM) solutions in such a way that internal State users seamlessly authenticate and are not presented with a logon form, if single-sign on is applicable to the scope of the agreed upon Services and/or set out in the applicable SOW.
- Requiring application or system roles and permissions are managed by the State’s AD and IAM solutions.
- Requiring and validating all applicable applications employ Transport Layer Security (TLS) when transmitting Restricted Information.

5.0 SECURE SYSTEM ADMINISTRATION AND MAINTENANCE
When agreed upon Services require Contractor to maintain or administer systems or applications, the Contractor is responsible (unless otherwise expressly agreed to by the parties as to being out-of scope of the agreed upon Services, set out in the applicable SOW or authorized in writing by the State’s Information Security Team) for:

- Following State’s change management policies.
- Maintaining and renewing any applicable application security certificates prior to expiration.
- Testing and applying all applicable security patches or updates in a timely manner per the Work Plan.
- The State will test and apply applicable state managed system or application security patches or updates in a timely manner.
- Requiring Systems utilize industry-accepted anti-virus as approved by the State’s Information Security Team.
- Requiring Systems are restricted from connecting to the internet directly, unless approved by the State’s Information Security Team.
- Requiring and validating Systems and applications are configured or modified to produce the adequate baseline level of audit records and security event logs.
- Requiring that local accounts and local authentication are not utilized unless provided approval by the State’s Information Security Team.
- Requiring system access roles are provided by the State’s AD and IAM.

6.0 GENERAL REQUIREMENTS

- In the actual or reasonably suspected event the Contractor personnel has materially violated the terms or requirements of this attachment, the State shall be entitled to take action to disable or prevent access to such Contractor personnel until the violation can be investigated and resolved. The State shall notify the Contractor PM within 8 hours and provide a written status of the violation and estimated time of unavailable access. The Contractor agrees that access restrictions resulting from a Contractor personnel’s actual or reasonably suspected material violation of the terms or requirements of this attachment causing delay or cost for Contractor will not increase the cost of Services for the State. In the event that the suspected event was not an actual violation, any such delay may require a change request to enable Contractor to meet the work plan, and any SLAs not met due to the unavailability of access will be waived.
- System or Application vulnerabilities discovered by the State (or individuals designated by the State) shall be addressed by the Contractor in a timely manner, not to exceed 60 days, at no additional cost to the State.
- Contractor shall work with the State’s designated resources to produce any documentation required to facilitate an Audit (internal or external) of State when needed, in an urgent manner. If estimated effort is above 20 hours for the individual audit request, the State will process a change request to continue contractor support.

In response to evolving technologies, industry standards, and marketplace expectations, from time to time Contractor may upgrade or modify the processes and controls that it is required to maintain hereunder. Contractor shall not be in breach of this Agreement or any SOW as a result of any such change, provided that such change does not materially diminish the overall level of
information security afforded to Confidential or Restricted Information by the processes and controls described hereunder. Any change to technology or processes previously reviewed and approved by the State’s Information Security Team require appropriate notification and prior written approval from the State’s Information Security Team in addition to the Contractor’s documented validation and testing of the newly proposed technology or process.
ATTACHMENT III: ELECTRONIC VENDOR PAYMENTS SOLUTION

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

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

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

EFT payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf. To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

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

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>Will Accept</th>
<th>Already Enrolled</th>
</tr>
</thead>
<tbody>
<tr>
<td>LaCarte</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFT</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

________________________________________
Printed Name of Individual Authorized

________________________________
Authorized Signature for payment type chosen                      Date

________________________________
Email address and phone number of authorized individual
ATTACHMENT IV: ENTERPRISE ARCHITECTURE INTEGRATION REQUIREMENTS FOR ENTERPRISE/STATEWIDE SYSTEMS

1. Overview

The State has made a significant investment in a hardware and software platform to form the foundation for development and hosting of statewide enterprise systems. The Enterprise Architecture (EA) platform consists of seven core components hosted on a hyper converged infrastructure spanning two State-owned data centers in an active-active configuration. This highly available platform (99.99% uptime) should be utilized for all enterprise or mission critical applications. The State has employed the core concepts of the software defined data center (SDDC); converging storage, networking, and compute resources into a single lifecycle model.

The platform is monitored through the coordinated use of the following tools: infrastructure and network monitoring, application performance monitoring (APM), security information and event management (SIEM), and log aggregation. This suite of tools allows the State to track and monitor the overall health and operation of the platform and to quickly respond to performance demands. A significant investment has been made in a DevOps approach and tooling including IT build and deployment automation.

In addition to the EA platform, the EA initiative provides for standardization of other areas of the software development lifecycle (SDLC). The State provides tools for project management, requirements definition, risks, issues, and other project documentation and artifacts. Contractors must use these State provided tools as part of the project management lifecycle.

2. Operations and Governance

The Enterprise Architecture is designed on Information Technology Information Library (ITIL) v3 and The Open Group Architectural Framework (TOGAF) v9.1 frameworks. Integrating solutions shall adhere to the State’s Enterprise Architecture Governance processes to include:

- Change and Release Management
  - Changes to Production must be submitted to the State’s EA Change Control Board (CCB) for evaluation
- Performance Management
  - Monitor and Report on Key Performance Indicators in accordance with Industry Best Practices
  - Real-time Business and IT dashboards will be published
  - Integrating systems shall define uptime and performance SLAs as part of any resulting contract
- Incident and Problem Management
  - Any event that results in the violation of a Service Level Agreement (SLA) will require a Root Cause Analysis to be performed and reported to the State’s CCB
- Availability Management
  - High Availability and Enterprise Business Continuity and Disaster Recovery Plans (eBC/DR) will be tested and certified annually
  - eBC/DR plans will align with agreed upon Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO)
In alignment with TOGAF, the Integrator will align their solution with the State’s Data, Application, and Infrastructure Architectural Domains. All artifacts will be maintained and update as required to reflect changes to both business strategy and IT technologies.

3. Software

The seven components include the following:

- **Identity Access Management/Single Sign On (IAM/SSO)** - All users, both internal and external, will be validated through a common security portal.
- **Enterprise Service Bus (ESB)** - Applications will communicate through the ESB to access the other components using standardized SOAP or REST API calls.
- **Master Data Management (MDM)** - Stores common, shareable, reusable records, such as for an “applicant” or a “provider,” to improve data integrity within and across applications.
- **Data Warehousing (DWH)** – Statewide data storage system that will allow for cross application or even statewide reporting of information.
- **Electronic Document Storage (EDMS)** - Document storage system that will allow flexible and scalable storage of a variety of file types.
- **Consumer Communications (CC)** - Allows for the production and distribution of internal and external communications (print, email, SMS).
- **Business Rules Engine (BRE)** - Create and maintain the rules that underlie the decision logic within an application.

4. Key Goals

1. The particular business application platform is irrelevant to the use of the EA component except in the methodology used to integrate. State standards require custom built, transfer, or non-COTS/SaaS systems to be developed in Java and/or C#/Net.
2. All applications or systems integrating into the EA must integrate into these components using only standard SOAP/REST APIs or connectors.
3. All applications or systems integrating into the EA must integrate through the IAM and the ESB components, irrespective of which of the other five components will be used.
4. All integrations must be reviewed and approved through the State’s EA governance board.

5. Technology Stack

**Infrastructure**

<table>
<thead>
<tr>
<th>Item</th>
<th>Vendor</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nutanix</td>
<td>Nutanix/Dell</td>
<td>Hyper-converged computing with compute, storage and virtualization consolidated into a single appliance</td>
</tr>
<tr>
<td>ESXi</td>
<td>VMware</td>
<td></td>
</tr>
<tr>
<td>vCenter</td>
<td>VMware</td>
<td></td>
</tr>
<tr>
<td>NSX</td>
<td>VMware</td>
<td></td>
</tr>
<tr>
<td>SRM</td>
<td>VMware</td>
<td></td>
</tr>
<tr>
<td>Windows Server</td>
<td>Microsoft</td>
<td>Standard OS for Windows</td>
</tr>
<tr>
<td>RedHat Enterprise Linux</td>
<td>RedHat</td>
<td>Standard OS for Linux</td>
</tr>
<tr>
<td>MS SQL Server 2014</td>
<td>Microsoft</td>
<td>Enterprise Database/Storage Engine</td>
</tr>
</tbody>
</table>
## Core Components

<table>
<thead>
<tr>
<th>Item</th>
<th>Vendor</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Decision Center, Decision Server</td>
<td>IBM</td>
<td>Business Rules Engine (BRE)</td>
</tr>
<tr>
<td>Exstream</td>
<td>HP/Opentext</td>
<td>Client Communications, Correspondence Generation (CC)</td>
</tr>
<tr>
<td>Pentaho</td>
<td>Hitachi Data Systems</td>
<td>Data warehouse and Analytics (DWH)</td>
</tr>
<tr>
<td>Case Foundation, Content Manager, Enterprise Records Foundation</td>
<td>IBM</td>
<td>Electronic Document Management (EDMS)</td>
</tr>
<tr>
<td>webMethods</td>
<td>Software AG</td>
<td>Enterprise Service Bus (ESB)</td>
</tr>
<tr>
<td>API Gateway</td>
<td>CA</td>
<td>Enterprise API Gateway</td>
</tr>
<tr>
<td>Identity Manager for Consumers and Business Users, Identity Suite, Single Sign On</td>
<td>CA</td>
<td>Security integration product; includes access management, directory services integration capability, and identity management (IAM/SSO)</td>
</tr>
<tr>
<td>OmniGen</td>
<td>IBI</td>
<td>Master data management suite (MDM)</td>
</tr>
</tbody>
</table>

## Performance, Monitoring, & Lifecycle Management

<table>
<thead>
<tr>
<th>Item</th>
<th>Vendor</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nagios</td>
<td>Nagios</td>
<td>Infrastructure monitoring/alerting</td>
</tr>
<tr>
<td>NewRelic APM</td>
<td>NewRelic</td>
<td>Application performance monitoring</td>
</tr>
<tr>
<td>Splunk</td>
<td>Splunk</td>
<td>Operational Intelligence</td>
</tr>
<tr>
<td>Github Enterprise</td>
<td>Git</td>
<td>Source Code Repository</td>
</tr>
<tr>
<td>Bamboo</td>
<td>Atlassian</td>
<td>Continuous Integration, Deployment, and Delivery</td>
</tr>
<tr>
<td>Puppet Enterprise</td>
<td>Puppet</td>
<td>DevOps/Automation</td>
</tr>
<tr>
<td>JIRA</td>
<td>Atlassian</td>
<td>Issue &amp; Project Tracking</td>
</tr>
<tr>
<td>Jama</td>
<td>Jama Software</td>
<td>Requirements Tracking &amp; Control</td>
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<tr>
<td>McAfee Enterprise Security Manager</td>
<td>Intel</td>
<td>Security Information &amp; Event Management</td>
</tr>
<tr>
<td>IBM Workload Scheduler</td>
<td>IBM</td>
<td>Job Scheduling</td>
</tr>
<tr>
<td>MoveIT</td>
<td>Ipswitch</td>
<td>Enterprise Managed File Transfer</td>
</tr>
</tbody>
</table>
ATTACHMENT V: SYSTEM DEVELOPMENT REQUIREMENTS

1. Source Code Requirements

1.1. The Contractor shall adhere to Twelve-Factor Application design constraints - see http://12factor.net/.
1.2. The Contractor shall design the application architecture to ensure a separation of concerns and a reasonable degree of modularity between systems.
1.3. The Contractor shall adhere to the Don’t Repeat Yourself (DRY) principle to ensure that the codebase remains flexible.
1.4. The Contractor shall ensure that all code will be written to a language specific code-style guideline (e.g., AirBnB Style Guide for JavaScript [https://github.com/airbnb/javascript]).
1.5. The Contractor shall use an automated tool to evaluate the codebase and ensure compliance with the code-style guideline (e.g., if the Contractor uses C#, StyleCop may be used).
1.6. The Contractor shall manage all assets (e.g., source code, automated tests, user stories, configuration files, knowledge transfer material, etc.) using the State’s GitHub Enterprise System.
1.7. The Contractor shall ensure all code written by one developer is reviewed by another developer before merging into the mainline codebase.
1.8. The Contractor shall follow industry standard branching strategies (e.g. GitFlow, GitHubFlow)
1.9. The Contractor shall follow industry standard code review practices (https://nyu-cds.github.io/effective-code-reviews/01-intro/)
1.10. The Contractor shall use industry standard package management solutions for dependency management (e.g. NuGet, NPM)

2. Automated Testing

2.1. The Contractor shall create and execute automated unit testing (e.g. Selenium).
2.2. The Contractor shall create and execute automated system tests to verify all Features of the software module.
2.3. The Contractor shall create and execute automated Service Manager Acceptance testing to verify all user facing functionality.
2.4. The Contractor shall run tests automatically on code merge into version control.
2.5. The Contractor shall use an automated tool that measures the amount of the codebase that is covered by tests (e.g., RCov may be used to measure test coverage of Ruby code).
2.6. The Contractor shall create and execute automated integration testing with other contractor developed modules.
2.7. The Contractor shall make the bugs identified during testing available to view real-time and on a historical basis.
2.8. The Contractor shall provide a summary of automated tests and the coverage statistics.

3. Load Tests

3.1. The Contractor shall create and execute load and performance tests at regular intervals, and at each release.
3.2. The Contractor shall provide a summary of all load and performance test results.

4. Accessibility

4.1. The Contractor shall incorporate and test accessibility throughout the design and development processes (see section 508 Amendment to the Rehabilitation Act of 1973).
4.2. The Contractor shall use an automated accessibility testing tool (e.g., Pa11y [http://pa11y.org/]).

5. Issue Tracking

5.1. The Contractor shall use the State’s JIRA to keep track of all bugs and application issues.
6. **Web Development**

6.1. The Contractor shall design the User Interface (UI) using responsive design.
6.2. The Contractor shall design the User Interface (UI) to work on all browsers installed on the standard State computer image (IE11, Edge, Chrome & Firefox)

7. **Logging and Monitoring**

7.1. The Contractor shall implement centralized and continuous monitoring.
7.2. The Contractor shall implement centralized system logging.
7.3. The Contractor shall implement auditing.
7.4. The Contractor shall use NewRelic APM for application performance monitoring.
7.5. The Contractor shall use Nagios for infrastructure monitoring.
7.6. The Contractor shall use Splunk for analysis and insights of logging and monitoring data.

8. **Security**

8.1. The Contractor shall use an automated black/white box security scanning tool (e.g., Veracode, HP Fortify, or https://hakiri.io) to ensure a minimal baseline of security throughout the development lifecycle, and at each release.
8.2. The Contractor shall provide the results of the security scans to the State.
8.3. The Contractor must adhere to the HTTPS-Only Standard as outlined in https://https.cio.gov/.
8.4. The Contractor shall adhere to the NIST 800-53 specifications.
8.5. The Contractor shall ensure adequate security controls using penetration testing, red teaming, etc.

9. **User Authentication**

9.1. The Contractor shall ensure that all user authentication and authorization is integrated with the State’s authentication platform.

10. **Build and Deployment**

10.1. The Contractor shall provide continuous integration of source code into the source code version control system.
10.2. The Contractor shall use the State’s Bamboo system, a continuous source code build tool that enables continuous deployment of all applications into testing and staging environments.
10.3. The Contractor shall include mock test data that should be publicly accessible for development by other module Contractors and not include personally identifiable information (PII).
10.4. The Contractor shall use at least one of the following methods to deploy code changes to a higher order environment (e.g., Integration, Staging) accessible by the Contractor with the issuance of a single command:
10.5. Containerization (e.g., Docker Engine, Rkt, and Warden)
10.6. Configuration Management tools - Puppet
10.7. The Contractor shall submit server images to the State using a Deployment/Release tool at the conclusion of each sprint and upon major releases.
10.8. The Contractor shall deploy builds to the testing, staging and production environments that will be provided by the State.
ATTACHMENT VI: STAFF ROLES, RESPONSIBILITIES, SKILL, AND EXPERIENCE

1. Engagement Director

Responsibilities

The Engagement Director provides overall management of the Contractor's staff and coordination of assignments with the State’s designee. Primary responsibilities are the development and maintenance of identification and assignment of resources, coordination of tasks and schedules with OTS staff and with other vendors (i.e. Enterprise Architecture vendor and their subcontractor(s), and communication and presentation to stakeholders. The Engagement Director must be within the Contractor’s organizational chain of command with sufficient authority to acquire resources as needed to ensure the requirements of the contract are fulfilled. In addition, this position will be responsible for:

- Lead Facilitator - The main point of contact for the OTS Contract Monitor or their designee;
- Planning Activities - Contractor is expected to meet regularly with the OTS contract monitor or their designee to provide status of tasks and receive feedback on performance and priorities;
- Cost Control - Contractor is expected to monitor and analyze costs proactively, proposing cost reduction initiatives where feasible;
- Issue and Risk Management - Contractor will provide updated risk assessments as new risks arise.

The Engagement Director shall be available as needed for the term of the Contract.

Skills and Experience

- Seven (7) years of project management experience in systems development and implementation projects of similar scope and complexity;
- Five (5) years of project management in Web development or large scale Service-Oriented Architecture (SOA) implementation projects in Agile/Mixed environments;
- Experience in the management of projects in accordance with the Agile development methodology;
- Experience in the use of project management tools and techniques;
- Experience in dealing with a diverse set of people and ideas and demonstrating a spirit of openness, adaptability and willingness to work toward compromise when needed;
- Ability to contribute toward creating a harmonious results-oriented team;
- Experience in the implementation, operations, and maintenance of a large scale IT system or other health care claims processing or eligibility system project in an Agile environment;
- Ability to adapt to ambiguous situations on a consistent basis;
- Knowledge in system requirements definition and analysis, test plan definition and execution, and performance measurement;
- Knowledgeable in Enterprise Architecture, network communications, and infrastructure development and interoperability;
- Functional knowledge of Medicaid and/or SNAP/TANF terminology and federal requirements; and
- Ability to work independently and lead specific tasks.

2. Business Analyst
Responsibilities

- Define and document business functions and processes;
- Analyzes the integration of business functions with technology;
- Maintains a working knowledge of accounting, procurement, finance or contract management;
- Assists with business case development and business process reengineering;
- Consults with management and personnel to identify, define and document business needs and objectives, current operational procedures, problems, input and output requirements;
- Recommends new processes that yield operational efficiencies;
- Conducts cost-benefit analysis;
- Develops or assists with project work plans, project timelines;
- Develops or assists with ITBs, RFIs, RFRs, RFPs and contracts. The Business Analyst should be familiar with State of Louisiana procurement laws and procedures, and also have experience in developing technical specifications and negotiating with vendors to acquire IT assets;
- Documenting system functionality, system design, etc.;
- Composing or editing of technical documentation or end user guides.

Skills and Experience

- A bachelor’s degree in business or related field or an MBA is desired;
- Should have a minimum of 2 years’ experience in business analysis or a related field;
- Exceptional analytical and conceptual thinking skills;
- The ability to influence stakeholders and work closely with them to determine acceptable solutions;
- Advanced technical skills;
- Excellent documentation skills;
- Fundamental analytical and conceptual thinking skills;
- Experience creating detailed reports and giving presentations;
- Competency in Microsoft applications including Word, Excel, and Outlook;
- A track record of following through on commitments;
- Excellent planning, organizational, and time management skills;
- Experience leading and developing top performing teams;
- A history of leading and supporting successful projects.

3. Technical Architect

Responsibilities

The Technical Architect will plan, influence, direct, lead, architect, develop, and test application software based on industry best practices as defined by the Software Development Lifecycle (SDLC). The Technical Architect is responsible for ensuring the technical feasibility and stability of the design and configuration of the application development environment, the software testing environment, and the project facility network infrastructure, and other technologies necessary to support the services described in this RFP. The Technical Architect must confirm that the system architecture not only meets the business program requirements, but also the IT requirements, particularly related to performance, maintainability, and scalability for future demand. The Technical Architect shall be on site for the life of the Contract.
• Lead team in execution of development pipeline and delivery of software products to QA, and ultimately to production;
• Manage day-to-day technical activities and influence team members to leverage follow and support Agile software development practices;
• Interface with product owner and key stakeholders in Project Management, Business, QA and Technology Operations to ensure high quality delivery of software projects on time and budget;
• Work with Scrum Master and product owner to provide development sizing’s & cost analysis estimates;
• Work closely with product owner and team members to decompose stories, design features, and prioritize tasks;
• Utilize automated software test tools and frameworks such as test driven development to achieve software quality standards;
• Compose and maintain detailed and accurate technical documentation;
• Perform code reviews and analyze existing software & applications’ effectiveness and develop strategies for improving or leveraging these systems;
• Ensure code is versioned and checked into source control system across project team;
• Partner with Project Director on project plan task definition & estimates, and/or assemble own sub-plan that leads to the successful delivery of a project;
• Responsible for performing and providing oversight to the development and maintenance of all technical documentation;
• Assist with end user support and training where necessary and actively mentor less experienced team members;
• Support integration efforts to build whole systems from various subsystems;
• Support release manager to assemble releases and drive improvements in the release process;
• Assist Scrum Master in resolving needs and roadblocks identified by team members;
• Ensure the coordination of individual team deliverables are synchronized as necessary to achieve product releases;
• Provide hands-on development and mentoring as necessary for other members of the development team;
• Identify technology risks early and establish mitigation plans;
• Create artifacts for each project such as Software Architecture documentation, Technical Use Cases, and Code Review Packages;
• Meet periodically with onshore and offshore developers to review and improve code quality, requirements specification and design methodologies;
• Prototype, validate and create specific application solutions for the business;

Skills and Experience

• Bachelor Degree in Computer Science or IT related field;
• 7-10 years of application design and hands on development experience;
• Experience integrating large solutions into an EA in an Agile environment;
• Familiar with both Waterfall and Scrum development approach;
• Proficient with the software development lifecycle, including backend, frontend and full stack development;
• Excellent written and verbal communication skills required for composing and delivering technical presentations and/or other forms of documentation to various level of technical and non-technical management;
- Proficient managing multiple and changing priorities in a fast-paced, dynamic, and geographically dispersed environment;
- Experience with implementing cloud-hosted system;
- Experience of working collaboratively with multidisciplinary teams with a focus on delivery;
- Experience with communicating complex technical concepts to non-technical stakeholders;
- Experience and proficiency in mentoring staff;
- Experience and proficiency with Microsoft Office products.

4. Database Architect

Responsibilities

The Database Architect is responsible for analyzing agency operations, applications, programming, and objectives to determine database structural requirements; They will analyze database implementation methods to make sure they are in line with industry best practice and any external regulations. The Database Architect will define database physical structure and functional capabilities, security, backup, and recovery specifications; In addition, they will design strategies for enterprise database systems and implement standards for operations, programming, and security. Databases will be designed to support business applications, ensuring system scalability, security, performance and reliability, including:

- Design database applications, such as interfaces, data transfer mechanisms, global temporary tables, data partitions, and function-based indexes to enable efficient access of the generic database structure in an Agile environment;
- Develop database design and architecture documentation for the management and executive teams;
- Collaborate with technical architects, product strategist, business analysts, and others to understand business requirements; Integrate new systems with existing warehouse structure and refine system performance and functionality in an Agile environment;
- Plan and install upgrades of database management system software to enhance database performance; Identify and correct deviations from database development standards; Identify and resolve production and application development problems; Create and enforce database development standards in an Agile environment;
- Develop or maintain archived procedures, procedural codes, or queries for applications; Develop load-balancing processes to eliminate down time for backup processes;
- Develop data models for applications, metadata tables, views or related database structures;
- Develop modeling strategies to ensure that the database is secure, scalable and performs reliably;
- Identify, evaluate and recommend hardware or software technologies to achieve desired database performance;
- Monitor and report systems resource consumption trends to assure production systems meet availability requirements and hardware enhancements are scheduled appropriately;
- The Database Architect will be responsible for constantly monitoring the database and immediately addressing database issues and problems;
• The Database Architect will be required to design and maintain a standard connectivity method for data transfers;
• Will need to set up and maintain repository for batch reports.

Skills and Experience

• Five (5) years of experience in data analysis or the design and development of relational database management systems (RDBMS) on projects similar in size and scope to the Integrated Eligibility system;
• Four (4) years of experience in overseeing the database development, programming, database optimization techniques, and maintenance of enterprise level software applications;
• Proven ability to work in distributed systems;
• Should have a minimum of 2 years of experience in developing and implementing an enterprise data warehouse;
• Should have a minimum of 2 years of experience with OLAP and OLTP;

5. Application Development Lead

Responsibilities

The Application Development Lead will provide development team leadership by augmenting OTS developers and providing mentoring and shadowing to troubleshoot, implement system enhancements, and defect fixes. These services will be provided for the development, testing, deployment, implementation, and maintenance of the Integrated Eligibility system. The Application Development Lead will be responsible for but not limited to:

• Participating in development prioritization activities, where the team determines what to complete in the upcoming schedule;
• Creating artifacts that are useful in determining the output of the team, such as burn down charts;
• Participating in the development tasks associated developers, UX/UI designers, visual designers, content strategists/writers, functional experts, etc., as appropriate for the sprint and module;
• Leads the design, coding, compilation, testing, debugging, and documentation of new or existing applications within accepted standards, procedures and guidelines.
• Influences and guides the implementation of the State’s software delivery strategy, providing guidance and review of designs to ensure methodology, best practices and standards are followed and to ensure overall quality of solutions;
• Identifies, researches, and resolves programming, data, or system software problems, frequently on an individual basis in consultation with other employees and/or users;
• Oversees the evaluation of feature and change requests to determine specific tasks and effects on existing programs and systems. Explains program and system modifications to product owners and developers;
• Contributes technical guidance and expertise for software modernization initiatives.
• Researches and remains informed of new technologies and development tools in line with the OTS Technology Stack;
• Provides leadership, advice, training and mentorship to team members and other staff on current best practices around software development and delivery;
• Generating, updating, and maintaining tables.

Skills and Experience

• Three (3) years of software development experience;
• Two (2) years of experience with OLAP and OLTP;
• Experience developing and implementing a RESTful API for a relational database;
• Experience in at least two software development projects similar in scope to the Integrated Eligibility system;
• Experience and proficiency with Microsoft Office products;
• Each member of the Product Development Team shall have at least 2 of experience in at least one of the following, and between all team members each of the following must be covered: designing, developing, and maintaining software applications using modern technology standards;
• Proven ability to work in distributed systems;
• Two (2) years of experience in developing and implementing software in an Agile environment.
• Secure REST APIs;
• Enterprise user authentication tools;
• Modern security, monitoring, and logging practices for system administration;
• Modular web application development;
• Test-driven development;
• Automated unit and integration testing;
• Automated acceptance testing;
• Continuous build processes and tools;
• SQL and SQL optimization;
• Load and Performance testing;
• Security and system administration;
• Modern continuous monitoring tools;
• NIST 800-53 controls;
• Penetration testing;

6. Application Development Analyst

Responsibilities

The Application Developers will provide development support by augmenting OTS developers and providing mentoring and shadowing to troubleshoot, implement system enhancements, and defect fixes. These services will be provided for the development, testing, deployment, implementation, and maintenance of the Integrated Eligibility system. The Application Developer will be responsible for but not limited to:
- Perform application development and unit testing of assigned defects and user requests;
- Provide mentoring and guidance to OTS resources on the triaging and fixing of defects, helpdesk tickets, and system enhancements;
- Conduct code reviews of OTS development staff’s coding changes;
- Support SIT, UAT, and regression testing, implementation, and post-implementation, helpdesk and maintenance/upgrade tasks. Mentor OTS resources on troubleshooting and resolution methods for the aforementioned support tasks;
- Provide staff augmentation support by working on assigned task orders for development of defect fixes and system enhancements;
- Participate in the collaborative process of prioritizing defects and enhancements for the Integrated Eligibility system;
- Assist in the Maintenance and Operations of Integrated Eligibility system that supports the data interfaces necessary to fulfill the business needs; and
- Assist in the development and maintenance of Integrated Eligibility system reports and notices. Mentor staff on these tasks.

**Skills and Experience**

- Two (2) years of software development experience using Agile methodologies;
- Experience developing and implementing a RESTful API for a relational database;
- Experience in at least two software development projects similar in scope to the Integrated Eligibility system;
- Experience and proficiency with Microsoft Office products;
- Two (2) years of experience in at least one of the following: designing, developing, and maintaining software applications using modern technology standards;
- Proven ability to work in distributed systems;
- Secure REST APIs;
- Enterprise user authentication tools;
- Modern security, monitoring, and logging practices for system administration;
- Modular web application development;
- Test-driven development;
- Automated unit and integration testing;
- Automated acceptance testing;
- Continuous build processes and tools;

**7. Product Development Strategist/Subject Matter Expert**

**Responsibilities**

- Responsible for working with the Product Owners to understand the Integrated Eligibility system and make recommendations regarding business best practices;
- Identify and implement software development best practices with emerging technologies;
- Help child welfare envision how technology can help them;
• Identify and implement the tools currently available to business community that can and should be incorporated into the solution;
• Perform business process re-engineering with respect to specific business practices;
• Provide recommendations in how technology should be used to streamline practices and help the business staff better serve the families of the State of Louisiana;
• Testing solutions and confirming requirements are met.

Skills and Experience

• 3-5 years of experience building Medicaid and/or SNAP/TANF solutions;
• Knowledge and experience with business requirements, including Modular development, etc.;
• Experience with program Federal reporting standards;
• Knowledge of business programs, (i.e. Eligibility Determination);
• Knowledge of business process and procedures;
• Knowledge and experience understanding the needs and challenges that face business departments;
• Experience and proficiency with Microsoft Office products.

8. Application Tester

Responsibilities

The Application Tester will provide services as directed. Primary technical support responsibilities are but not limited to:

• Perform and support System Integration Testing and Regression Testing; and support User Acceptance Testing for defects and system enhancements;
• Support implementation, post-implementation issues, and helpdesk and maintenance tasks. Mentor OTS resources in resolutions for these areas;
• Assist staff as needed in the development of test scripts;
• Provide staff augmentation support by working on assigned task orders for testing; and
• Participate in the collaborative process of determining severity level of defects and identifying workarounds that staff may use until defects fixes and enhancements are implemented.

Skills and Experience

• 3+ Years of strong Medicaid and/or SNAP/TANF functional knowledge
• 5+ Years of strong application testing methodology and strategy experience.

9. Systems Engineer

Responsibilities

• Evaluates and recommends the selection of vendor supplied software packages; recommends and prepares specifications for modifications and customization of purchased software;
- Coordinates the installation, maintenance, and modification of vendor-supplied software (e.g., operating systems, communications managers, database management systems, compilers) for a system or complex network supporting applications critical to state business functions;
- Coordinates the design, development, and installation of in-house software packages (or modifications to vendor packages) by designing work and specifications. Consults regularly with vendors concerning software and/or hardware problems, resolutions, and system and network performance;
- Advises end-users, administrators, and technical support personnel performing network design, designing and providing documentation, instruction, problem analysis and education pertaining to specific and highly complex areas of software and network performance;
- Assists in establishing departmental policy with regard to: data definition and data relationships, database design, database implementation, database operation, database security, and data accessibility;
- Performs database planning and administration, establishment of database standards and procedures, database security, database documentation, and application technical support;
- Reviews and determines the feasibility and advisability of proposed additions and modifications to the database;
- Installs and customizes software and hardware in order to manage, monitor, and otherwise support an extensive enterprise computer systems network (including mainframe(s), LANs and/or WANs, communications lines, etc.);
- Monitors network hardware resources through the implementation of a network inventory system;
- Designs and implements a communications system connecting the various components of an enterprise network;
- Consults with vendors in the evaluation of software and hardware used in the management of the enterprise network;
- Consults with users on various requirements and participation in the enterprise network;
- Monitors and evaluates performance and efficiency of an enterprise network;
- Establishes and manages configuration data on network software and hardware components;
- Monitors all attached devices in a complex LAN environment, such as work stations, servers, bridges, multi-station access units, etc.; analyzing performance, diagnosing performance problems, and performing load balancing;

**Skills and Experience**

- Minimum five years' experience working in Data Center services;
- 3+ years of VMWare experience;
- Excellent communication skills, written and verbal;

**10. Trainer**

**Responsibilities**
• Work with development and/or business process teams to understand how the software supports the business and incorporate business process information into classroom instruction, PowerPoint presentations, etc.;
• Plan, design, develop and maintain class-training materials, quick reference guides, FAQ, online learning materials and additional instructional or informative documents as needed;
• Assist in developing, scheduling, and maintaining training curricula, course descriptions, class schedules, evaluation criteria, learning paths, and class attendance records;
• Develop change management plan;
• Create a communication strategy that specifically targets and engages every stakeholder;
• Employ effective communication strategies and stakeholder management within the organizational culture;
• Complete assessments to identify of business impacts and readiness for resulting changes;
• Travel to remote training locations throughout the State may be a requirement.

Skills and Experience

• Three (3) years professional training experience;
• Strong technical competency in Microsoft Office products;
• Familiarity with developing computer-based training;
• Proven ability to deliver training and presentations to large and small groups;
• Willingness to work in a team environment;
• Excellent oral and written communication skills.

11. Data Analyst

Responsibilities

• Understand business needs and objectives;
• Develop strategies for effective data analysis and reporting;
• Define company-wide metrics and relevant data sources;
• Select, configure and implement analytics solutions;
• Oversee all analytics operations to correct discrepancies and ensure quality;
• Extract reports from multiple sources (e.g. operations, IT, customer feedback);
• Use statistical methods to analyze data and generate useful business reports;
• Build systems to transform raw data into actionable business insights;
• Apply industry knowledge to interpret data and improve performance;
• Keep abreast of industry news and trends.

Skills and Experience

• Proven experience in data analysis and reporting;
• Background in market research and project management;
• Knowledge of Excel, R and SQL; familiarity with business intelligence tools (e.g. Pentaho, Tableau, SAS);
• Superb communication skills;
• Analytical skills and strong organizational abilities;
• Attention to detail;
• Problem-solving aptitude;
• BSc/BA in Computer Science, Mathematics, Statistics, Data Management or a related field is preferred.

12. Agile Practitioner

Responsibilities

• Facilitate effective and efficient meetings and agile ceremonies and methodologies;
• Be an advocate for agile principles and share the “how and why” in order to educate team members;
• Review and analyze teams seeking to engage in agile delivery on the best agile methodology to be successful (i.e. Scrum, Kanban, SAFe, XP, etc.);
• Coach and support continuous process improvement within the team;
• Be a resource to each team member and support the removal of roadblocks as required;
• Engage multiple roles and stakeholders in critical discussion, complex new product development discovery and building consensus;
• Support product managers to maximize ROI and meet the organizations objectives;
• Help identify and mitigate any external dependency risks;
• Coordinates with other cross-functional teams on deliverables that affect overall team’s goals.

Skills and Experience

• Knowledge of agile methodology and frameworks like Scrum, Kanban, XP, etc.;
• Ability to coach team how to implement and follow agile practices;
• Understand the basic fundamentals of iterative and incremental development;
• Strong knowledge of Scrum theory, rules and practices;
• Knowledge of other Agile approaches, like: Kanban, Crystal, FDD, XP, etc;
• Basic knowledge of software development processes and procedures;
• Knowledge of Agile techniques like: User Stories, Continuous Integration, ATDD, TDD, Continuous Testing, Pairing, Automated Testing, Agile Games;
• Ability to take and understand the commitment to deliver the product on time;
• Know about the value of metrics and incremental delivery;
• Knowledge about tasks, backlog tracking, burndown metrics, velocity, user stories etc.;
• Familiar with common development practices, Service oriented environments, and Agile practices.
## ATTACHMENT VII: SAMPLE TASK ORDER

### Louisiana Integrated Eligibility Task Order Form

#### Section 1: Task Order Submission Details

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task Order Number:</td>
<td>[#]</td>
</tr>
<tr>
<td>Task Order Title:</td>
<td>[Title]</td>
</tr>
<tr>
<td>Submitted Date:</td>
<td>[Date]</td>
</tr>
<tr>
<td>Originator:</td>
<td>[Originator]</td>
</tr>
<tr>
<td>Priority:</td>
<td>Select the estimated priority level of the requested change:</td>
</tr>
<tr>
<td></td>
<td>☐ Critical – change is necessary to avoid potential project stoppage</td>
</tr>
<tr>
<td></td>
<td>☐ High – change is necessary to avoid potential significant impact to the goals and objectives of the project</td>
</tr>
<tr>
<td></td>
<td>☐ Medium – change is necessary to avoid potential impact to the operational efficiency of project execution</td>
</tr>
<tr>
<td></td>
<td>☐ Low – change needs to be addressed, but the estimated impact to the project is minimal</td>
</tr>
<tr>
<td>Detailed Description:</td>
<td>[Description/Statement of Work]</td>
</tr>
<tr>
<td>Alternatives:</td>
<td>[Alternative Approach]</td>
</tr>
<tr>
<td>Change Control Board Review Date:</td>
<td>01/10/2019</td>
</tr>
<tr>
<td>Type of Task Order:</td>
<td>☐ Fixed Hours</td>
</tr>
<tr>
<td>Warranty</td>
<td>90 days or [Period of Coverage]</td>
</tr>
<tr>
<td>Work</td>
<td>☐ Actual Hours</td>
</tr>
<tr>
<td>Warranty</td>
<td>☐ Not Applicable</td>
</tr>
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#### Section 2: Task Order Impact Analysis

**Task Order Hours & Rates**

<table>
<thead>
<tr>
<th>Resource Type</th>
<th>Rate</th>
<th>Hours</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Deliverables (If Applicable)**

<table>
<thead>
<tr>
<th>Deliverable Title</th>
<th>Description</th>
<th>Submission Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**State Responsibilities**

If applicable, specify task(s) which will be supported by the State for this task order.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

**Section 3: Task Order Approval**

<table>
<thead>
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<th>Item</th>
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</thead>
<tbody>
<tr>
<td>Approved</td>
<td>☐ Yes</td>
</tr>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>Project Director</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>
## ATTACHMENT VIII: CURRENT SYSTEM ENVIRONMENT

### 1.0 Software and Components List

The following is a list of the major system software and components that comprise the IE systems:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Sub-Component Name</th>
<th>Operating System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer Associates</td>
<td>Provisioning Manager</td>
<td>Microsoft Windows</td>
</tr>
<tr>
<td>Computer Associates</td>
<td>CA Identity Manager</td>
<td>Red Hat Enterprise Linux</td>
</tr>
<tr>
<td>Computer Associates</td>
<td>Jaspersoft Report Server</td>
<td>Red Hat Enterprise Linux</td>
</tr>
<tr>
<td>Computer Associates</td>
<td>CA Single Sign-On (SSO)</td>
<td>Red Hat Enterprise Linux</td>
</tr>
<tr>
<td>Computer Associates</td>
<td>CA Access Gateway</td>
<td>Red Hat Enterprise Linux</td>
</tr>
<tr>
<td>Computer Associates</td>
<td>CA Web Services Security (WSS)</td>
<td>Red Hat Enterprise Linux</td>
</tr>
<tr>
<td>Apache</td>
<td>Apache Tomcat Application Server</td>
<td>Red Hat Enterprise Linux</td>
</tr>
<tr>
<td>Microsoft</td>
<td>SQL Server</td>
<td>Microsoft Windows</td>
</tr>
<tr>
<td>Oracle Corporation</td>
<td>Java for CA AG and WSS</td>
<td>Red Hat Enterprise Linux</td>
</tr>
<tr>
<td>Oracle Corporation</td>
<td>Java for CA SSO and IDM</td>
<td>Red Hat Enterprise Linux</td>
</tr>
<tr>
<td>Red Hat</td>
<td>Red Hat JBoss Application Server</td>
<td>Red Hat Enterprise Linux</td>
</tr>
<tr>
<td>IBM</td>
<td>IBM Websphere Base</td>
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</tr>
<tr>
<td>Software AG</td>
<td>Integration Server (ESB)</td>
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</tr>
<tr>
<td>Software AG</td>
<td>Mediator</td>
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<tr>
<td>Software AG</td>
<td>Deployer</td>
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<tr>
<td>Software AG</td>
<td>Adapters</td>
<td>webMethods Adapter for JDBC</td>
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<td>Software AG</td>
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<td>webMethods EntireX Adapter</td>
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<td>Adapters</td>
<td>webMethods ODBC Adapter (ADABAS SQL Gateway [ACE])</td>
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<tr>
<td>Software AG</td>
<td>Universal Messaging Server</td>
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<td>CentraSite</td>
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<td>API-Portal</td>
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<td>Insight Agent/Server</td>
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<tr>
<td>Company</td>
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<td>Operating System</td>
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<tr>
<td>---------------</td>
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<tr>
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<td>IBM Enterprise Records</td>
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The following diagram outlines the system build and environment paths:

![Diagram](image.png)
2.1. Hyperconverged Infrastructure Diagram
2.2. Example Logical Network Diagram

2.3. Example System Monitoring Dashboard
ATTACHMENT IX: HIPAA ADDENDUM

HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment _____ to the contract.

1. The Louisiana Department of Health ("LDH") is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.

2. Contractor is a Business Associate of LDH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.

3. Definitions: As used in this addendum
   a) The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.
   b) The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "health care provider", "health information", "health plan", "protected health information" ("PHI"), "subcontractor", and "use" have the same meaning as set forth in 45 C.F.R. § 160.103.
   c) The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304.
   d) The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 C.F.R. § 164.402.

4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.

5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.

6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.

7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to
contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents’, employees’ or subcontractors’ actions or omissions do not cause contractor to violate this contract and addendum.

8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system” as defined in the Louisiana Database Security Breach Notification Law, La. R.S. 51:3071 et seq. At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by LDH, in which case contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.

9. To the extent that contractor is to carry out one or more of LDH’s obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).

10. Contractor shall make available such information in its possession which is required for LDH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to LDH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.

11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.

12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.

13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of LDH available to the Secretary of the U. S. DHHS for purposes of determining LDH’s compliance with the HIPAA Rules.

14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys’ fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.

15. The parties agree that the legal relationship between LDH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and contractor.

16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.

17. At the termination of the contract, or upon request of LDH, whichever occurs first, contractor shall return or destroy (at the option of LDH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.