# STATE OF LOUISIANA LOUISIANA DEPARTMENT OF INSURANCE

**REQUEST FOR PROPOSALS** 

**FOR** 

# **RE-ENGINEERING OF THE TAX SYSTEM**

RFP #:300006052

PROPOSAL DUE DATE/TIME:

August 15, 2016

3 P.M. CST

Louisiana Department of Insurance

July 15, 2016

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# REQUEST FOR PROPOSAL

# **FOR**

# RE-ENGINEERING OF THE TAX SYSTEM

# PART I: ADMINISTRATIVE AND GENERAL INFORMATION

# 1.1 Background

#### **RMS**

The Regulatory Management System (RMS) is the main application that the Louisiana Department of Insurance (LDI) utilizes to track and govern all entities in which the Department regulates by law.

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

The system contains the primary functions for several divisions:

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

#### **Key features throughout the system:**

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

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

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

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

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

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

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

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

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

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

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

#### Licensing functions

RMS stores all biographical information for every entity the Department tracks.

RMS tracks every company by type, by line of insurance, from initial application and licensing, maintains that the company is correctly licensed, license renewals, and termination or license lapse when a business closes.

RMS tracks every producer (agent), adjuster, and other types of individual licenses from initial application and licensing, license renewals, maintaining that the individual is correctly licensed, tracks Continuing Education (CE) credits required for licensure and termination or lapse of license when the individual stops conducting business within the state.

RMS tracks which types of insurance license an individual processes. Further, the system enforces Department rules and legislation as to which type of license an individual can and cannot possess.

RMS maintains a complete history of all entities tracked by the Department, both companies and individuals. It also maintains an extensive relationship history between all entities.

RMS directly interfaces with National Association of Insurance Commissioners (NAIC) to retrieve license information for entities which are not licensed within the state and, via the same interface, pushes data to the NAIC systems for other states to use.

RMS receives numerous types of transactions from the NAIC online systems which update RMS. These include license renewals, address changes and appointments to name a few. These transactions include both the data component and required fees for the transactions. The Department is compliant with all NAIC initiatives and implements new initiatives as they are introduced.

RMS also interfaces with the Department's Industry Access (IA) portal. Via the IA portal, companies and producers can renew licenses, update key biographical information and other functions.

#### **Fiscal functions**

RMS contains a complete fiscal system and is the accounting system for the Department.

All monetary transactions for the Department are processed by RMS. Monies are tracked for each transaction with a history of all movement of the funds within the system.

RMS maintains a complete record of all securities for entities who require them for licensure.

RMS directly interfaces with the Department's internal tax system.

RMS system directly interfaces with the NAIC for all funds received from the NAIC.

RMS interfaces with ISIS, one of the primary state fiscal systems.

#### **Financial Solvency functions**

RMS maintains all records and associated data for an entity's periodic financial examination as required for licensure.

RMS interfaces with the NAIC to ensure the Department has the most current financial information for all companies which the department tracks.

#### **Revenue Services functions**

RMS generates all Departmental assessments and invoices for companies which are required to pay an assessment.

All funds received by the Department are processed by the system.

RMS interfaces with the Department's bank in order to transfer information on funds received for all transactions processed by the Department's Industry Access portal.

#### Property & Casualty, Health & Life, Consumer Affairs, and SHIIP functions

RMS separates functionality for each of these divisions with the respective business processes. Doing this enables Property & Casualty (P & C), Health and Life to have related and common functionality within the forms, and additional distinct form processing functionality for their divisions. This specialization of business process by division applies to all system functions.

RMS includes an extremely comprehensive search which enables users to search on nearly any field within the system or combination of fields. The system allows users to sort the search results in a multitude of ways and contains a record quick view which allows users to view a record without having leave the search results and load the record in its entirety.

RMS integrates directly with the National Association of Insurance Commissioners (NAIC) System for Electronic Rate and Form Filing (SERFF) to transfer Form and Rate information from the NAIC databases directly into the RMS databases. This significantly reduces the amount of data entry by the Department staff into the RMS system.

Within the Forms, Complaints and Rates components of RMS, a custom workflow has been built which allows supervisors to task their respective staffs with work. When the work is complete, the task is sent to the next programmed step in the workflow. This is entirely based on AD. Further, custom emails are sent to individual users alerting them to when workflow processes have arrived or completed. Finally, the system includes an internal reminder system which alerts users who are working on a specific file that it is past a specific specified time interval when an action should have been performed.

RMS has both external and internal components for the Complaints module. The external Complaints module allows individuals or companies to submit complaints to the Department. Another external component is contained within the Department's Industry Access portal which allows companies to login and respond to the complaint. This interaction via Industry Access with the company is used throughout the process of complaint resolution with the RMS system automatically emailing the company when required.

RMS has external modules which allow industry to access Forms, Complaints and Rates which have been filed with the Department and are unique to their company. These functions are accessed via specific IA modules. Further, within the individual modules exist a function to create a PDF document which consolidates all information and attachments of the file which can be downloaded by the viewer for their records.

The system has specific views for public records requests for complaints which automatically generate the required data file for the request and excludes data within the RMS record which cannot be provided.

#### Tax System

The Tax system is the Department's line of business system for calculating, filing, tracking and collecting insurance industry state taxes and assessments. The Tax system database is integrated with the RMS database. RMS is the primary Department database which contains all essential Department information on and related to entities the Department is either legislatively mandated or responsible to regulate.

The Tax system contains all of the tax forms and associated functions. The system includes Industry Access (IA) modules, which are available to the public, that allow the submission of tax forms online via wizards, to retrieve past tax forms and payment of taxes due to the Department.

#### **Key features of the system:**

Taxes includes a comprehensive search which enables users to search on most fields within the system or combination of fields. The system allows users to sort the search results in a multitude of ways and contains a record quick view which allows users to view a record without having to leave

the search results and load the record in its entirety. Additionally, all search results are exportable to Excel directly from the Tax system.

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

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

Taxes utilizes the Department's Active Directory (AD) to regulate all permissions within the system. This is handled via groups within Active Directory. Hence, users experience a seamless transition when accessing the system. Permissions within Taxes are broken down from high level access to the system itself.

Taxes contains a plethora of date and status fields which are used to track performance metrics.

Taxes interfaces with the Department's Industry Access (IA) portal. Via the IA portal companies and producers file and pay taxes, research previously submitted tax forms, amend them, if applicable, and update key biographical information and other functions.

RMS is built upon common accepted web standards, with a minimum browser standard of IE11 when accessing within the Department. This empowers the Department to upgrade and transition users from different operations system versions and browsers without compatibility problems.

The Tax system directly interfaces with the NAIC to import tax forms and information for entities which submit tax forms via the NAIC tax systems. Taxes can also receive monies submitted to the NAIC for taxes due on submitted tax forms.

Taxes has numerous built-in verification and rule mechanisms which prevent transactions which require funds or additional information to be provided before the transactions can be processed.

Taxes is the Department's system of record for all tax data, and follows the approved Department record retention schedule. Records are purged from the system as per the schedule as requested by users.

# **1.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified proposers who are interested in providing the services to modify the Regulatory Management System (RMS) and perform a re-write of the Tax System with enhanced functionality. The new application will be referred to as the Tax module and be fully integrated with the RMS Application with the same look and feel as the other modules inside RMS.

#### 1.1.2 Goals and Objectives

The Department is seeking a Tax module that incorporates not only the new look and feel of RMS but the current standard functionality of the system and innovative design concepts that has added so much value to the Department.

The Tax module will add new functionality that currently does not exist for Fiscal in RMS that allows us to better track and allocate money.

The Department seeks the development of functionality that does not exist in the current Tax and Data Assessment system including accounting and tracking functions for departmental assessments and other donations to the Department to fund certain programs.

The Tax module will need to assign "invoices" and immediately apply those funds that are due and refund the balance that is not due. All unallocated funds received to an invoice will be placed in a Workbasket/Queue. This would ensure that future records available in Industry Access are correct in respect to invoices and payments made to our agency by them.

All source code will become the sole property of the State of Louisiana and the Louisiana Department of Insurance and all requirements of the LDI Software Development Standards must be followed. See the following link for the Software Development Standards: <a href="http://www.ldi.la.gov/docs/default-source/documents/publicaffairs/software-development-standards---17apr2015.pdf">http://www.ldi.la.gov/docs/default-source/documents/publicaffairs/software-development-standards---17apr2015.pdf</a>.

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

#### 1.2 Definitions

- A. <u>Agency</u> any department, council, board, office, bureau, committee, institution, agency, government, corporation or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- B. Can denotes an advisory or permissible action.
- C. <u>Contractor</u> any person having a contract with a governmental body; the selected proposer.
- D. <u>Discussions</u> for the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- E. <u>DOA</u> Division of Administration.
- F. <u>LDI</u> The Louisiana Department of Insurance.
- G. May denotes an advisory or permissible action.

- H. Must denotes mandatory requirements.
- I. OSP Office of State Procurement.
- J. Proposer a firm or individual who responds to this RFP.
- K. RFP Request for Proposal.
- L. Shall denotes mandatory requirements.
- M. Should denotes a desirable action.
- N. State the State of Louisiana.
- O. <u>Will</u> denotes mandatory requirements.

#### 1.3 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	July 15, 2016
Deadline for receipt of written inquiries	July 22, 2016
Issue responses to written inquiries	July 29, 2016
Deadline for receipt of proposals	August 15, 2016
Announce award of contractor selection	August 26, 2016
Contract execution	September 9, 2016

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.

#### 1.4 Proposal Submission

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

Shannon Gilchrist Response to Re-engineering of the Tax System Louisiana Department of Insurance P. O. Box 94214 Baton Rouge, LA 70804

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

# 1.4.1 Mandatory (or Desirable) Qualification for Proposer

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

Proposers must propose individuals who meet the following area of expertise and minimum qualifications:

- Project Manager: The Project Manager will be fully dedicated to the duty of project management for the duration of the contract. When the individual is acting in the capacity of the Project Manager role, that individual will not perform other job duties. The Project Manager will be required to provide:
  - Project Work Plan
  - Project Progress Reports
  - Issue Control
- Application Architect: Each Application Architect or equivalent job classification must have ten (10) years of experience working with the acceptable programming languages and technologies listed on LDI Acceptable Tools and Technologies by Category page of the LDI Software Development Standards to include two (2) years as a Senior Software Architect.
- Software Developer: Each proposed Software Developer must have a minimum of two (2) years of experience working with the acceptable programming languages and technologies listed on LDI Acceptable Tools and Technologies by Category page of the LDI Software Development Standards. Skills also must include the following:
  - NET 4.5 Framework,
  - C#.NET 4.5 or Higher,
  - > ASP.NET MVC
  - > Entity Framework 5 or Higher
  - > ASP.NET Web Forms
  - > ADO.NET
  - Microsoft Transact-SQL, Views, Store Procedures and RDMS
- User Experience and User Interface Web Developer: Each proposed Web Developer
  must have a minimum of twelve (12) months experience working with the following:
  - Java Script
  - > CSS 3

- JQuery
- ➤ HTML 5
- **Team Foundation Server:** Team foundation server is used for inter-communication between the tester, developer team, project manager and Stakeholder while working on software development. Each Team Foundation Server (TFS) Administrator must have at least twelve (12) months of experience:
  - Perform system updates as new versions are released
  - Setting up TFS for Developers to connect to
  - Project Management using TFS
  - Creating and deploying Team Projects
  - Creating and maintaining user accounts and permissions
  - > Administrating version control and Team Build definitions
  - Administrating and managing work items, personnel tasking and scheduling
  - > Developing Project Management reports, work item tracking and team project queries
  - Developing and maintaining test plans for specific sprints or milestones
- Database Administrator: Each proposed Database Administrator must have a minimum
  of forty-eight (48) months experience working with MS SQL Server 2008 R2 and or higher
  and this experience is in the 64-bit application software. Skills must also include:
  - Creating and Maintaining a Windows Server 2012 R2 with Microsoft 2014 SQL Server utilizing CFS (Cluster Shared Volumes) or SMB (Server Message Block) Shared Storage.
  - Administering a SQL Highly Available Always On Cluster
  - Windows 7 and Windows 8.1
  - Maintaining SQL Server Development, Staging and Production Environments
  - > SQL Server Data Transformation Services and Data Transfers
  - > SQL Server Report Services
  - > SQL Server Maintenance Plans to include Back-Ups
  - SQL Server Database Schemas
  - SQL Server Performance Tuning
- Preferred Proposer qualifications (if working on certification, list courses passed)
  - Experience with Red gate
  - ➤ MCDBA SQL Server or MCTS SQL Server 2008/2012 certification
  - ➤ MSCE on Windows 2008 or later certification
  - Any Web and/or Programming certification
  - MCTS certification (please list the Technology Specialist designation attached to the certification)
  - MCAD or MCPD certification

#### 1.5 Proposal Format

#### A. Cover Letter:

The cover letter should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services

described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

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

#### B. **Table of Contents**:

The proposal should be organized in the order contained herein.

# C. **Executive Summary**:

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

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

#### D. Company Background and Experience:

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

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

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

# E. Approach and Methodology:

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

# The Proposer shall:

- Describe their approach to Project Management.
- Describe their approach to Quality Control.
- Describe their approach to Quality Assurance.
- Describe their approach to Incident Management.
- Describe their approach to defining system and data security.
- ➤ Provide a sample project plan for any software development project lasting between three (3) to thirty-six (36) months with assigned staff, work breakdown structure, lists of risks and risk mitigation plan.
- Present innovative concepts for consideration.

#### F. Staff Qualifications:

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

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

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

# G. Cost Proposal:

The Proposer shall provide the total cost of each Deliverable Phase and a total cost, including software costs, if applicable. For information purposes, the Proposer shall provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

\* Software cost is any additional software or software packages that are not part of the LDI Software Development Standards required for the application system's development or functionality on LDI servers. The winning proposer is required to purchase the software and transfer the licenses to LDI after the completion of the project. LDI will assume annual maintenance of the software after the project is completed. The proposer must include an itemized listing of all expenses or fees that are expected to be paid by the agency.

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

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

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

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

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

#### Proposer Status and Reserved Points

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

Points will be allocated based on the following criteria:

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

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

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

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

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 <a href="http://smallbiz.louisianaeconomicdevelopment.com">http://smallbiz.louisianaeconomicdevelopment.com</a>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\_user=self\_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network

https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm

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

# I. <u>Certification Statement:</u>

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

#### 1.5.1 Number of Copies of Proposals

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

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

At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

#### 1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

# 1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

# 1.7 Proposal Clarifications Prior to Submittal

#### 1.7.1 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION.

#### 1.7.2 Proposer Inquiries

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

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

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

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

Official responses to all questions submitted by potential proposers will be posted by **July 29, 2016** at https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfmas well as our website <a href="www.ldi.la.gov">www.ldi.la.gov</a> under the Request for Proposals tab.

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

# 1.8 Errors and Omissions in Proposal

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

#### 1.9 Changes, Addenda, Withdrawals

State shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <a href="https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm">https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm</a>. It shall be the responsibility of the proposer to check the website for addenda to the RFP, if any.

# 1.10 Withdrawal of Proposal

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

#### 1.11 Waiver of Administrative Informalities

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

#### 1.12 Proposal Rejection/RFP Cancellation

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

#### 1.13 Ownership of Proposal

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

#### 1.14 Cost of Offer Preparation

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

#### 1.15 Taxes

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

#### 1.16 Determination of Responsibility

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

#### 1.17 Use of Subcontractors

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

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

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

#### 1.18 Written or Oral Discussions/Presentations

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

#### 1.18.1 Best and Final Offers (BAFO)

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

#### 1.19 Acceptance of Proposal Content

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

#### 1.20 Evaluation and Selection

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

#### 1.21 Contract Award and Execution

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

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

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

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

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

#### 1.22 Notice of Intent to Award

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

The State reserves the right to make multiple awards.

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

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

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

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

# 1.23 Right to Prohibit Award

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

# 1.24 Insurance Requirements

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

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

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

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

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

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

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

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

# 1.25 Indemnification and Limitation of Liability

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

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof,

as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

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

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

#### 1.26 Payment

The agency shall pay Contractor a fixed-fee per contract deliverables in accordance with the Pricing Schedule set forth in Attachment III, Cost Summary, of the proposal. The Contractor will invoice the agency at the completion of each phase at the billing address designated by the agency. Payments will be made by the Department within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the State Project Manager, Mr. Lonnie Richardson. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

#### 1.27 Termination

#### 1.27.1 Termination of the Contract for Cause

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

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

# 1.27.2 Termination of the Contract for Convenience

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

# 1.27.3 Termination for Non-Appropriation of Funds

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

#### 1.28 Performance Bond or Line of Credit

The successful Proposer shall be required to provide within 10 days of the approval of the contract by the Office of State Procurement, a performance (surety) bond equal to ten percent (10%) of the contracted price to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is authorized to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In lieu of a Performance Bond, Contractor may provide and maintain in force for the term of this Agreement an irrevocable standby letter or letters of credit equal to ten percent (10%) of the contracted price. The letter of credit shall provide that the State may draw upon the letter of credit upon the State determination of a Default. Failure to replace the letter of credit with another letter of credit or acceptable performance guarantee (or provide evidence satisfactory to State of

renewability of the existing letter of credit) at least 90 days prior to the expiration of an existing letter of credit shall, among other Defaults, constitute a Default for which the State may draw upon that existing letter of credit. Upon such a draw for non-replacement or upon receipt of amounts from a surety resulting from Contractor's failure to procure, maintain and/or replace the letter of credit or other performance guarantee, the State shall place the proceeds of that draw or payment in a separate fund. That fund shall constitute a guarantee fund, the amounts in which may be used by the State to compensate for any damages (including liquidated damages) and other losses, costs or expenses resulting from any other Default.

#### 1.29 Assignment

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

#### 1.30 Audit of Records

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

# 1.31 Civil Rights Compliance

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

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

#### 1.32 Record Ownership

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

#### 1.33 Entire Agreement/ Order of Precedence

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

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

#### 1.34 Contract Changes

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

#### 1.35 Substitution of Personnel

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

#### 1.36 Governing Law

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

#### 1.37 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.

#### 1.38 Code of Ethics

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

#### 1.39 Corporate Requirements

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

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

# PART II: SCOPE OF WORK/SERVICES

#### 2.1 Overview

Contractor will provide development services to engineer the Louisiana Department of Insurance's (LDI) new Tax module. The new Tax module will be extendable enough to integrate into the unified RMS user interface, application, RMS Database and possess the same user friendly functionality that is standard in the RMS system.

The Contractor must develop methods and technologies that will increase the diversity of the information that can be displayed through one user interface or multiple interfaces depending on the needs of that specific user and department function.

A working alliance with the various divisions of the LDI is essential to the completion of the project. Direct input from all pertinent LDI divisions into the business rules, appearance of web pages and overall functionality of the modules that comprises the application system must be made a part of your project plan for the successful completion of this project. Interviews, demonstrations, user beta testing, and training must be conducted onsite at the Poydras Building. All other work on the project will be performed solely on the LDI servers via a secured Virtual Private Network (VPN) or Virtual Desktop Interface (VDI) that will be provided by the LDI for the Contractor's use. No source code that is developed for the project is to be done on the Contractor's computer resources. Source code, publishing and testing reviews during the project will be demonstrated to the LDI programming staff at regular intervals after coding has commenced.

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

The RMS and Tax systems are located inside the LDI network. There are some external web applications that interface with these internal systems that are accessible through the LDI website on the DMZ. A firewall secures it from direct contact to the LDI network. This zone is known as the LDI DMZ and includes the web server and the server running the Microsoft SQL Server database where the data accessed by the public is stored. Most of the databases that store information for the RMS and Tax system are stored on our internal network.

Transport of information from the DMZ and the LDI network resources will be part of this project. The Contractor shall cooperate with our Application Maintenance and Network Infrastructure Contractors to maintain continuity, security, and conformity to the accepted development plans of the LDI. The Contractor must provide all necessary personnel to complete the project, including but not limited to the database and web development personnel.

All source code for the web pages, software and custom assemblies developed for the project will become the sole property of the State of Louisiana and the Louisiana Department of Insurance and all requirements of the LDI Software Development Standards must be followed. See the following link for the Software Development Standards: <a href="http://www.ldi.la.gov">http://www.ldi.la.gov</a> and click on the Request for Proposal tab. Any desired deviations from these standards must be changed as indicated in the standards.

#### 2.2 Period of Agreement

This contract shall begin on September 9, 2016 and shall end on September 8, 2017. The State shall have the right to contract for up to a total of three years with the concurrence of the Contractor and all appropriate approvals.

#### 2.3 Tasks and Services

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

An internal backend system must be developed that includes the current functions of the Tax system with the new changes and new functionality listed below into RMS.

All reports, email and notifications for the Tax module will be able to include users outside of that division. This will also include ability to run all Tax module reports.

The new module will present more information on companies to minimize screen changes and user clicks, as well as the ability to change companies from the Tax modules general information screens.

The warranty period for software and system components will begin on the date of acceptance or date of first productive use, whichever occurs later, and will expire sixty (60) days thereafter.

# **TAXES**

- The Tax system help manual, Attachment V, will serve as the basis for the features and functions required in the new system. All features and functionality in the current Tax system will be in the new Tax module integrated into RMS unless determined by the LDI Project Manager.
- The new Tax module will have the same look and feel as RMS.
- Ability to change companies from any Tax module screen.
- Any amendments to an online form will be placed in a work queue for approval.
- The creation of zero balance invoices for companies owing LIR assessments less than \$5; Fraud and HIPPA assessments owing less than \$2. This will allow those companies to print out the zero balance invoices for their company's records.

- Businesses will not be allowed to generate zero dollar credits when not confirmed or available.
- Taxes and Assessment Wizard to step through the process with certain selections and parameters. Those parameters include:
  - o Review of assessment rate for FY (maintenance function).
  - Review of assessment criteria (line of business, active/inactive, etc.-SYSTEM LOGIC).
  - Preliminary listing of companies to be assessed and the amount for each assessment to include the components and revenue breakdown. This will be viewable in an Excel spreadsheet.
  - Review of assessment invoice PDF for wording and format to make changes if necessary.
  - Review of company outliers line of business changes that are not paying particular assessments and taxes.
  - Unverified 1061
  - Inactive companies
  - o Companies that should have been assessed but have not been.
  - o Premium changes, lines of business changes, Municipalities (exceptions with them)
  - Run of actual Assessment Invoices & post to accounts (including seeing in Industry Access)
  - Ability to rerun individual invoices after correction of outliers and updates to record for prior years.
- All systematic batch processing will require batch reports reconciling fund movement.
- Improve outstanding receivables for assessments and taxes for online and printed reports to include age of invoice due date with recordation of follow up collection efforts.
- Online Industry Access module and required RMS development to pay all assessments online with checks and credit cards.
- LIR, Fraud and HIPPA reconciling report that shows an Invoice Amount, Under/Over Payment and how much the company paid.
- Ingenerate Assessment report that shows entities that have not filed but should have done so.
- View assessments online in Industry Access if the company has verified its 1061. There will need to be three reports created for this.
- RMS Entity Type and RMS screens to manually enter NON Licensed and/or NON Regulated Companies for tracking purposes. These entities can be taxable but not licensed or on the NAIC IID list or other to be determined possibilities, and need to have their biographical information recorded.
  - Example Orphaned Policy: Someone lives in Georgia and buys a burial policy there. Later on they move to Louisiana and continue to make payments on that burial policy. The risk is in Louisiana so that company owes the taxes on that policy to Louisiana. However, we do not regulate that company but need them in the Tax System so we can collect taxes.

- Example IID list from NAIC: A list of companies.
- The Tax Division also needs a way to enter that company into RMS for the reasons listed above, which in turn, will allow the company to get an Industry Access (IA) user account and pay their taxes online if they owe.
- RMS Entity Type for NON Licensed, NON Regulated Companies for credit tracking purposes only.
  - Example: there are CAPCO Credit companies that sell to other companies that are regulated entities.
  - The Tax Division also needs a way to enter that company into RMS for the reasons listed above.
- The Tax module needs the same search functionality that RMS has. RMS includes an
  extremely comprehensive search that enables users to search on nearly any field within the
  system or combination of fields. The system allows users to sort the search results in a
  multitude of ways and contains a record quick view which allows users to view a record
  without having leave the search results and load the record in its entirety.

#### **FISCAL**

- Ability to enter deposits for any funds received by this agency whether from a regulated entity or not.
- A "single" depository of funds for transparency.
- A separate set of tables in the database or section for non-regulated entities that pay for items such as: public record requests, conferences, copies (legal firms) and funds due back to LDI from outside sources.
- Assign "invoices" and immediately apply those funds that are due and refund the balance that is not due. All unallocated funds received to an invoice will be placed in a Workbasket/Queue. This would ensure that future records available in Industry Access are correct in respect to invoices and payments made to our agency by them.
- One yearly invoice with periodic payments.
  - The quarterlies can share one invoice and all money can be put in the 4<sup>th</sup> Quarter Fire account from the beginning of the Fiscal Year.
  - Money would generally only need to be reallocated if there is no payment to cover all required accounts.
  - The yearly invoice would function like a statement or account that is continually added to when money is due.
  - o The parent of the invoice would not be tied to any particular tax forms.

#### 2.4 Deliverables

All documentation shall be provided to the State Project Manager, or his designee, in electronic form and in writing with all required signatures of the Contractor and LDI staff, according to the module being reported. Documents required for this project are listed below.

- Phase 1 Project Definition & Planning: Deliverables include written summaries of interviews or meetings with the LDI staff with verification by LDI staff present, the scope document, requirement document, business rules, and principal users of an enhancement or re-design process before the initiation of the module. These documents must be signed by the product stakeholder/designee and the State Project Manager, or his designee.
- <u>Phase 2 Security and Database Paradigm:</u> Deliverables include the login process and security paradigm with appropriate approval of the State Project Manager, or his designee, and the method used to connect to the LDI developed application and any database schemas and source code used to form that connection.
- Phase 3 Beta Testing and Initial Help Manual: First beta program to be used for internal IT and division testing. Deliverables include test plans and results. Test plans must be approved by the State Project Manager, or his designee. Test plans must be developed with the product stakeholder/designee and load testing must be included in the test plan. Deliverables also include the initial online help manual with tutorials script and graphics that must be approved by the State Project Manager, or his designee.
- Phase 4 Module Specific Beta Testing: Final Beta program for testing by LDI staff.
  Deliverables include test plans and results. Test plans must be approved by the State
  Project Manager or his designee. Test plans must be developed with the product
  stakeholder/designee and load testing must be included in the test plan. Deliverables
  also include the online help manual with tutorials script and graphics that must be
  approved by the State Project Manager, or his designee.
- <u>Phase 5 Production Application:</u> Deliverables include source code, all documentation for the source code, the final online help manual with tutorials script and graphics and the training manual and handouts for review and approval by the product stakeholder/designee of each module and the State Project Manager, or his designee.
- Phase 6 Training of LDI Staff: The Contractor will train all appropriate LDI staff listed in the below chart on an individual basis, no training the trainer, in a classroom setting including all necessary handouts inside the LDI building. Deliverables will be a staff signoff sheet with a signature of each staff that took the training course.
- Weekly written status reports on the progress of the project.
- Delivery of all Source code that must be kept in the LDI designated format, location, and method.
- Bi-weekly code review, as required by LDI, will take place at the Poydras Building with the LDI Programming staff and other LDI staff.
- A detailed billing invoice must be presented for payment that describes the phase of the project and deliverable with the appropriate approvals.

# 2.5 Scope of Work Elements

# 2.5.1 Project Management Requirements

The Project Manager will be fully dedicated to the duty of project management for the duration of the contract. When the individual is acting in the capacity of the project manager role that individual will not perform other job duties.

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

# 2.5.2 Technical Requirements

The LDI will provide, if available, office space, furniture, LAN and internet connection, Internal E-mail connection, use of state standard desktop office software (e.g., Microsoft Office 2013, Visio 2013 Pro, Microsoft Project, etc.), network printers and/or copiers, telephones, and access to servers running the Department's website, web database and the development servers.

Application system will be developed using software and standards of the LDI Software Development Standards. See the following link for the Software Development Standards: <a href="https://www.ldi.la.gov">www.ldi.la.gov</a> and click on the Request for Proposal tab. Any desired deviations from these standards must be changed as indicated in the standards.

# 2.5.3 Project Requirements

Contractor's signed letter of understanding that all source codes and software developed as part of this project is the sole property of the State of Louisiana and the Louisiana Department of Insurance. The letter of understanding indicates that the Proposer has read the LDI Software Development Standards and agrees to follow the standards in their development of the new system. The

understanding includes a provision that all persons working on this contract will abide by these standards. The letter of understanding must be signed by the appropriate level of management that will oversee the project for the Contractor. See Attachment II for the letter of understanding.

#### **PART III: EVALUATION**

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

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

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

#### 3.1 Cost Evaluation

The Proposer with the lowest total cost shall receive 25 points (use 25 if 25 is the maximum points to be assigned to cost). Other proposers shall receive cost points based upon the following formula.

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

Where: BCS = Computed cost score (points) for proposer being evaluated

LPC = Lowest proposed total cost of all proposers PC = Total cost of proposer being evaluated

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

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

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

#### Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified

small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:

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

#### PART IV: PERFORMANCE STANDARDS

#### **4.1 Performance Requirements**

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

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

#### 4.2 Performance Measurement/Evaluation

A detailed billing invoice must be presented for payment that describes the phase of the project being invoiced and deliverables with the appropriate approvals required by the phase of the project.

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

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

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

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

## **ATTACHMENT I: CERTIFICATION STATEMENT**

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

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

Da	ate	Official Conta	act Na	ıme:				
A.	E-mail Address:							
В.	Facsimile Number with ar	ea code:	(	)				
C.	US Mail Address:							
	poser shall certify that the ab contact the above named pers						to the Sta	ate or Agencies
Ву	its submission of this proposa	al and authori	zed s	ignature	below, Pr	oposer shall	certify tha	at:
1.	The information contained in	n its response	to thi	s RFP is	s accurate:	,		
2.	Proposer shall comply with e exceed the functional and te						FP and w	vill meet or
3.	Proposer shall accept the pr all other administrative requi	ocedures, eva	aluati	on criter	ia, mandat	•	erms and	d conditions, and
4.	Proposer's quote shall be va	alid for at leas	t 90 c	alendar	days from	the date of p	roposal's	signature below
5.	Proposer understands that it days from the date of deliver execute the final contract do	ry of final con						
6.	Proposer shall certify, by sig any subcontractors, or prince (GSA) in accordance with the suspended or debarred can	ipals are not s e requiremen	suspe ts in (	nded or OMB Cir	debarred cular A-13	by the Genera 33. (A list of p	al Service arties wh	es Administration
Αι	uthorized Signature:							
Ту	ped or Printed Name:							
Ti	tle:							
С	ompany Name:							
Ad	ddress:							
Ci	ty:			Stat	e:		Zip:	
	SIGNATURE of F	Proposer's Au	thoriz	ed Repr	esentative	<b>)</b>		DATE

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

## **Re-engineering of the Tax System**

The letter of understanding presented on the next page must be on the letterhead of the company and signed by the appropriate level of management that will oversee the Reengineering of the Tax System. A copy of the Louisiana Department of Insurance's Software Development Standards can be found at:

http://www.ldi.la.gov/and click on the Request for Proposal tab.

#### Letter of Understanding

## Re-engineering of the Tax System

{Company Name} {Company Physical Address}

It is understood that {Company Name}, staff, and subcontractors have no intellectual property rights including the right to resell any portion of the underlying source code, programs, web pages, or any documentation that is developed for the State of Louisiana and the Louisiana Department of Insurance if {Company Name}'s proposal is awarded the contract for the Louisiana Department of Insurance's Re-Engineering of the Tax System Request for Proposal.

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

This letter of understanding covers the Re-engineering of the Tax System for the Louisiana Department of Insurance and cannot be assumed or determined to cover any current or subsequent project that {Company Name} may bid upon with the State of Louisiana and the Louisiana Department of Insurance.

{Signature of management}

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

## **ATTACHMENT III: COST SUMMARY**

## Re-engineering of the Tax System

#### **COST SUMMARY**

Deliverable Phase	Hours	Cost for Phase
Phase 1 – Project Definition & Planning	XXX	\$XXXXX
Phase 2 – Security and Database Paradigm	XXX	\$XXXXX
Phase 3 – Beta Testing and Initial Help	XXX	\$XXXXX
Phase 4 – Module Specific Beta Testing	XXX	\$XXXXX
Phase 5 – Production Application	XXX	\$XXXXX
Phase 6 – Training of LDI Staff	XXX	\$XXXXX
TOTAL	XXX	\$XXXXX

<sup>\*</sup> Resulting contract will be a fixed-fee contract that is payable by accepted deliverable based on the cost per phase shown above. Hours shown will be for information purposes only.

## **ATTACHMENT IV: Tax/RMS Database and Program Information**

Due to the sensitive nature of the Tax/RMS Database and Program the source code documentation and RMS screens can only be sent upon request with a signing of a Non-Disclosure Agreement. If the nature of the requested information is a security risk and considered by LDI as both "reasonable and necessary" a group session at the LDI may be granted.

## **ATTACHMENT V: Taxes and Data Assessment Help Manual**

## Tax System User Manual

**Louisiana Department of Insurance** 

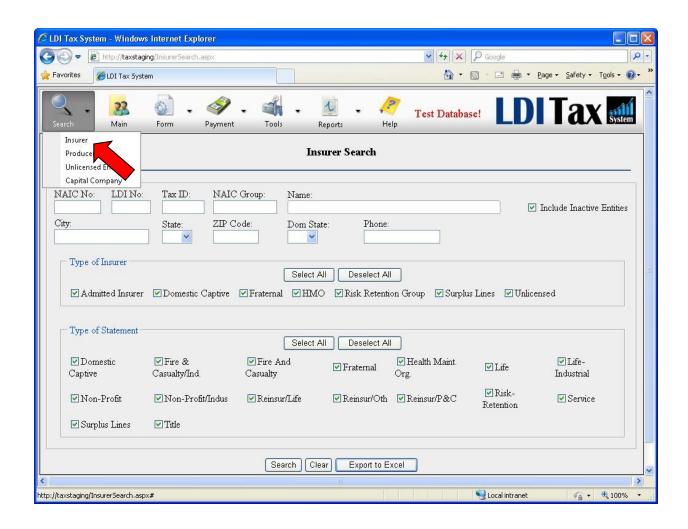
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#### Search

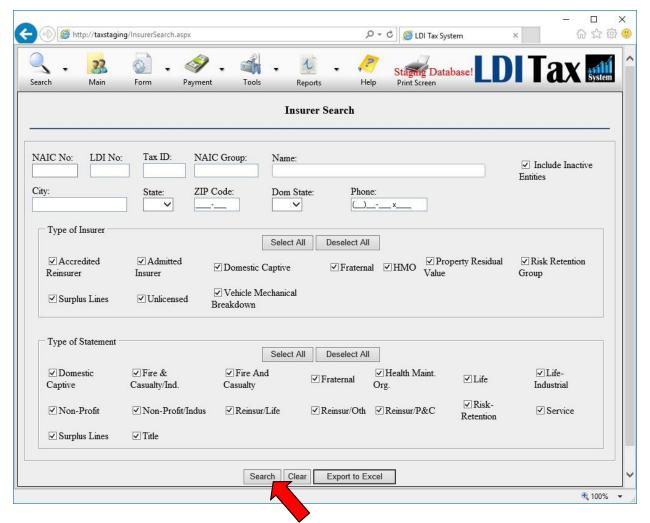
The LDI Tax System includes four different entity search screens: Insurer Search, Surplus Lines Producer Search, Unlicensed Entity Search, and Capital Company Search. Access these screens by clicking the "Search" icon in the Tax System toolbar.



#### **Insurer Search**

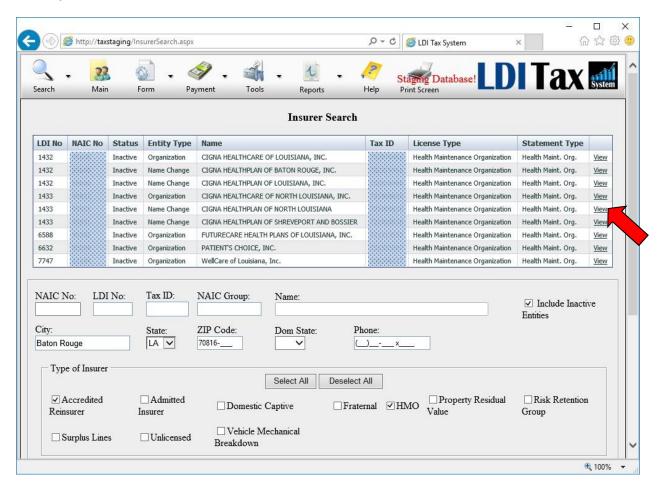
Upon loading the Tax system, users will be directed to the Insurer Search screen. This screen allows users to search for insurers using a variety of parameters such as NAIC number, LDI Number, Tax ID, NAIC Group, Name, City, State, Zip Code, Domicile State, and Phone Number. There is also a checkbox to filter search results by active or inactive entities. This checkbox is set to include both active and inactive entities by default.

There are two checkbox lists that can be used to filter search results: Type of Insurer and Type of Statement. These checkboxes are all selected by default to be included in search results. Users have the options to Select All, Deselect All, or individually select any of these checkboxes.



Once all desired parameters have been entered, generate search results by clicking the "Search" button.

When a search is initiated, a results screen will display as below. The viewing grid will display the results in alphabetical order by name. Users can reorder the displayed results by clicking on one of the column names, displayed here as *LDI No, NAIC No, Status, Entity Type, Name, Tax ID, License Number,* and *Statement Type.* If the search results include more than twenty records, users can toggle between pages of results using the numbers or buttons at the bottom of the grid.



Clicking the "View" link will open the Main screen and display the details of the individual record.

Note: If a search results in only a single record, the Main screen will load automatically.

Users also have the option to export search results to an Excel spreadsheet by clicking the "Export to Excel" button. To clear these results and begin a new search, click the "Clear" button.

#### **Surplus Lines Producer Search**

The Surplus Lines Producer Search screen allows users to search for producers using a variety of parameters such as Producer number, LDI number, Name, City, State, Zip Code, Domicile State, and Phone number. There is also a checkbox to filter search results by active or inactive entities. This checkbox is set to include both active and inactive entities by default.

There are two date field searches that can be used to filter search results: Inactive Date and Issue Date. These fields give the user the option to search by a date range, a single date, or a year.



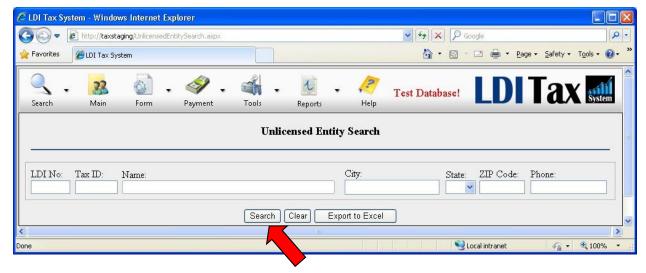
Once all desired parameters have been entered, generate search results by clicking the "Search" button.

Users also have the option to export search results to an Excel spreadsheet by clicking the "Export to Excel" button. To clear these results and begin a new search, click the "Clear" button.

**Note:** If a search results in only a single record, the Main screen will load automatically.

#### **Unlicensed Entity Search**

The Unlicensed Entity Search screen allows users to search for unlicensed entities using a variety of parameters such as LDI number, Tax ID, Name, City, State, Zip Code, and Phone number.



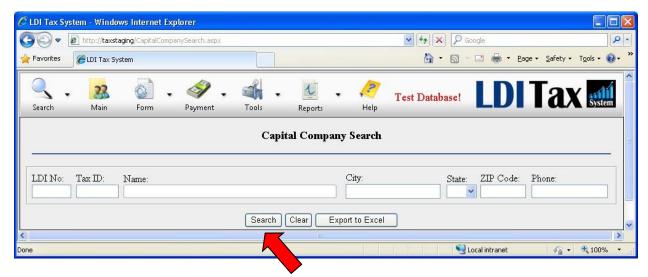
Once all desired parameters have been entered, generate search results by clicking the "Search" button.

Users also have the option to export search results to an Excel spreadsheet by clicking the "Export to Excel" button. To clear these results and begin a new search, click the "Clear" button.

Note: If a search results in only a single record, the Main screen will load automatically.

#### **Capital Company Search**

The Capital Company Search screen allows users to search for companies using a variety of parameters such as LDI number, Tax ID, Name, City, State, Zip Code, and Phone number.



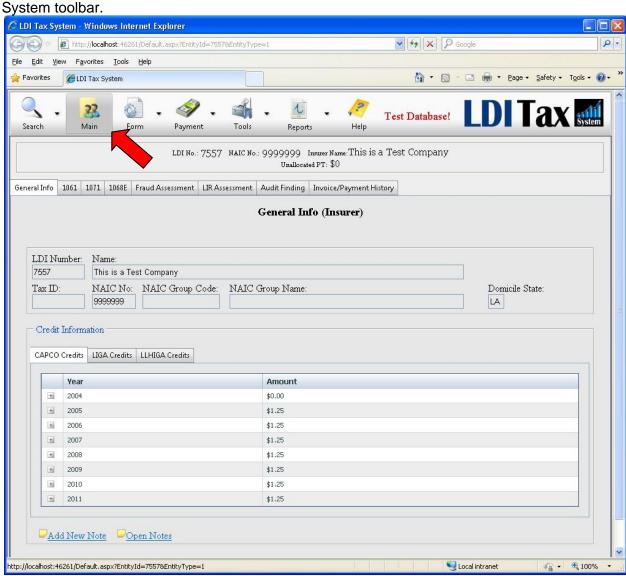
Once all desired parameters have been entered, generate search results by clicking the "Search" button.

Users also have the option to export search results to an Excel spreadsheet by clicking the "Export to Excel" button. To clear these results and begin a new search, click the "Clear" button.

**Note:** If a search results in only a single record, the Main screen will load automatically.

#### Main

Access the Main screen by clicking the "View" link for the desired entity in the search results. This screen displays detailed information about an entity, including the LDI Number, NAIC Number, and Name. The tabs which appear on this screen will vary depending on the type of entity. Users may return to the Main screen at any time by clicking the "Main" icon in the Tax

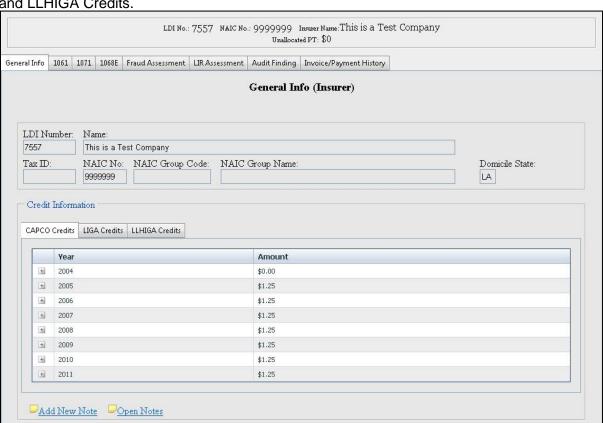


#### <u>Insurer</u>

The tabs on the Main screen for Insurers are General Info, 1061, 1071, 1068E, Fraud Assessment, LIR Assessment, Audit Finding, and Invoice/Payment History.

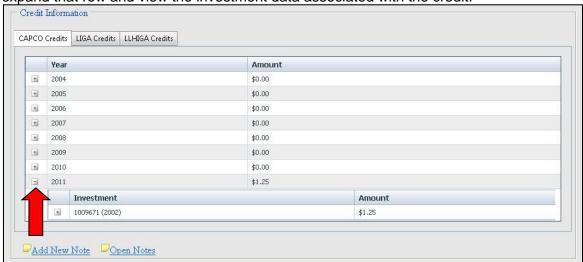
#### **General Info**

The General Info form displays the basic details of an entity, such as LDI Number, Name, Tax ID, NAIC Number, NAIC Group Code, NAIC Group Name, and Domicile State. The Credit Information portion of the screen displays a record of all CAPCO Credits, LIGA Credits, and LLHIGA Credits.

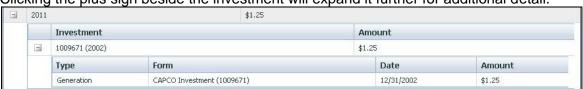


#### **CAPCO Credits**

The CAPCO Credits grid displays the Year and Amount of each credit. Click the plus sign to expand that row and view the investment data associated with the credit.

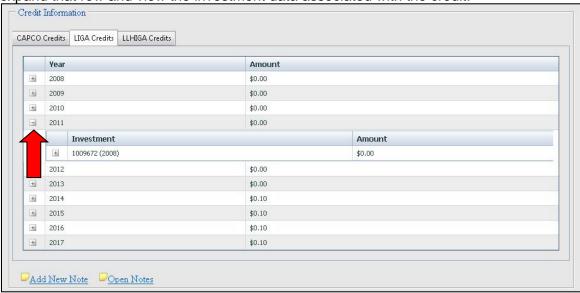


Clicking the plus sign beside the investment will expand it further for additional detail.



#### LIGA Credits

The LIGA Credits grid displays the Year and Amount of each credit. Click the plus sign to expand that row and view the investment data associated with the credit.



Clicking the plus sign beside the investment will expand it further for additional detail.

	Investment		Amount	
-	1009672 (2008)		\$0.00	
	Туре	Form	Date	Amount
	Generation	LIGA Assessment (1009672)	12/31/2008	\$0.10
	Adjustment	Investment Credit Adjustment	12/14/2009	(\$0.10)

#### LLHIGA Credits

The LLHIGA Credits grid displays the Year and Amount of each credit. Click the plus sign to expand that row and view the investment data associated with the credit.

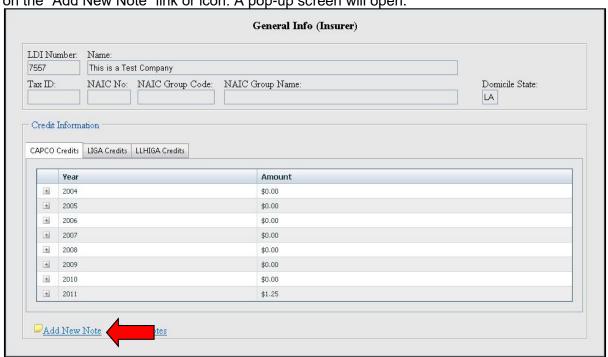


Clicking the plus sign beside the investment will expand it further for additional detail.

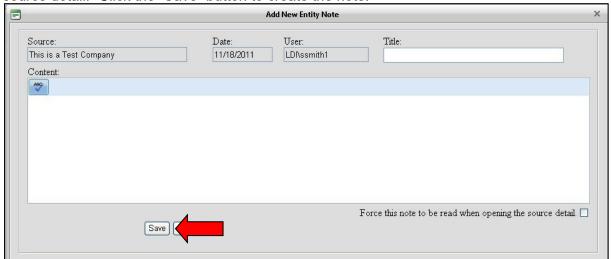


#### Add and View Notes

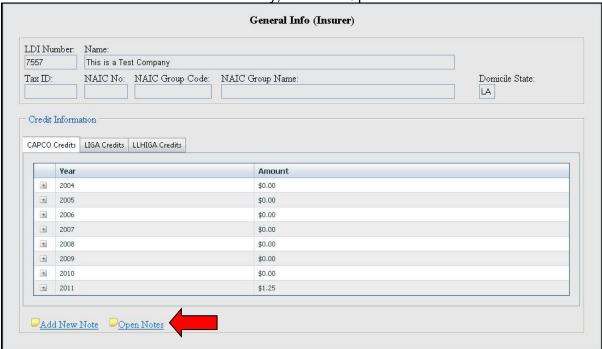
Users have the ability to attach notes to an entity for later reference. To add a new note, click on the "Add New Note" link or icon. A pop-up screen will open.



A note must include both a title and content. A note may be set to pop up every time this entity is viewed by clicking the checkbox which reads "Force this note to be read when opening the source detail." Click the "Save" button to create the note.



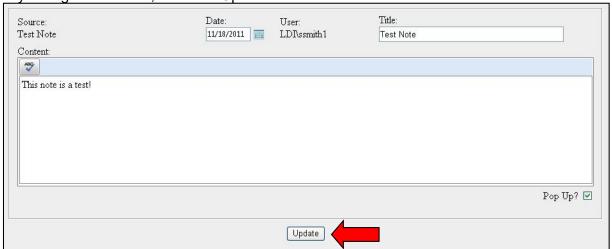
To view all notes associated with the entity, click the "Open Notes" link.



Click the "View" link to open the note.



The Date, Title, and Content of the note are available for edit, as well as the "Pop Up" option. If any changes are made, click the "Update" button to save them.

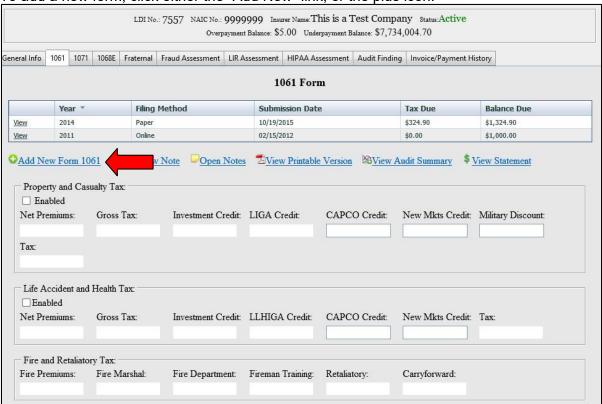


#### **1061 Form**

The 1061 Form screen allows users to add new 1061 forms, as well as verify and amend existing forms.

#### **Add New 1061**

To add a new form, click either the "Add New" link, or the plus icon.



Select a year and click the "Save" button for the new form to appear in the grid. A new form cannot be added for a year that is already listed in the grid.



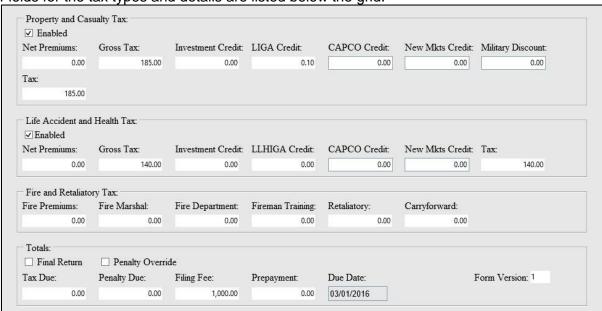
If the form is created successfully, a pop-up will appear. Click "OK" to continue.



The newly-created form will appear in the 1061 grid. It will be automatically selected.

			1061 Form		
	Year *	Filing Method	Submission Date	Tax Due	Balance Due
View	2015	Paper	01/27/2016	\$0.00	\$1,000.00
<u>View</u>	2014	Paper	10/19/2015	\$324.90	\$1,324.90
View	2011	Online	02/15/2012	\$0.00	\$1,000.00

Fields for the tax types and details are listed below the grid.



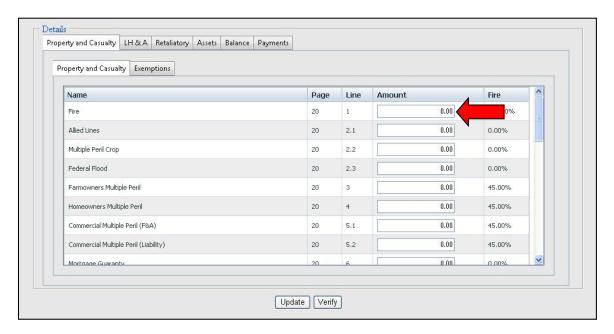
The "Enabled" checkboxes for Property and Casualty Tax, and Life Accident and Health Tax determine if the form is subject to the minimum tax for those lines. If the selected entity writes these lines, the checkboxes will be checked by default.

Selecting the "Final Return" checkbox will waive the filing fee for this form.

Selecting the "Penalty Override" checkbox allows the user to set the penalty amount, instead of the system calculating it.

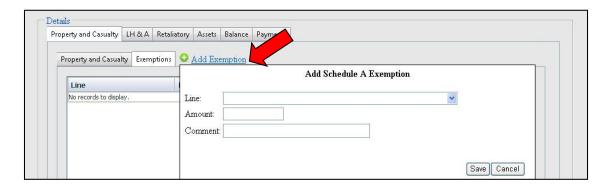
In the Property and Casualty tab, users can enter amounts for Property and Casualty lines, as well as exemptions. In the LH&A tab, enter amounts for Accident and Health/HMO lines, Life Insurance, Service Insurance, as well as exemptions. In the Retaliatory tab, enter Louisiana taxes and fees and foreign taxes and fees. In the Assets tab, enter amounts for classifications.

The Balance tab and Payments tab will remain blank until the form is verified.



### Add Exemption

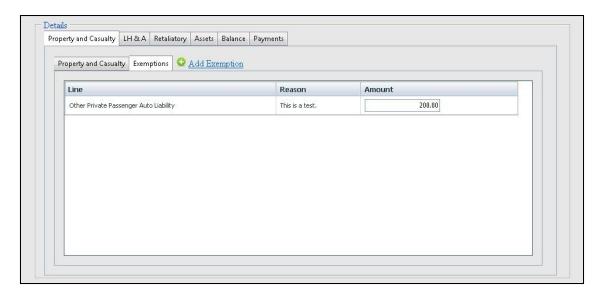
To add an Exemption to a line, first click the "Exemption" link in the Details grid. In the window that appears, select the Line from the dropdown and enter the Amount. Include any applicable Comments. Then click the "Save" button.



If the exemption is added successfully, a pop-up will appear. Click "OK" to continue.

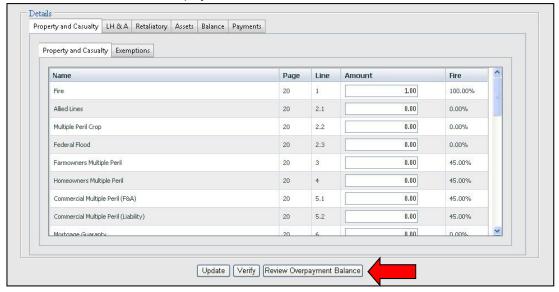


The exemption will be added to the Exemption grid.



#### Review Overpayment Balance

Users have the ability to deselect payments to not be allocated to the invoice. On an unverified form, click the "Review Overpayment Balance" button.



The Overpayment Details popup displays a grid with all Payments associated with the form. All payments will be selected for allocation automatically. By default, the grid does not display payments without Postmark Dates or Deposit Ticket IDs. Users have the option to view these types of payments by clicking the links at the bottom of the screen.

To deselect a particular payment, click the checkbox in the "Allocate?" column. The deselected payment will not be allocated when the tax form is verified. If all payments are deselected, no money will be allocated.



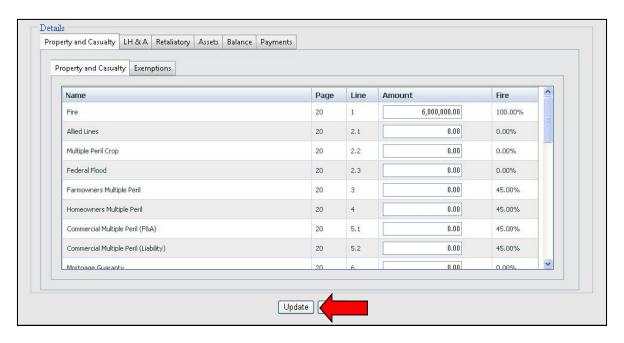
Click the "Save Selections" button to save any changes made, or click the "Cancel" button to return to the form without making any changes.

Payment Type	Check Number	Postmark Date	Original Amount	Unallocated Amount	Payment Tag	On Time	Allocate?
Check Payment	1013	11/17/2011	\$300	\$49.75		V	
Check Payment	1012	11/16/2011	\$200	\$200		V	
Check Payment	1011	11/15/2011	\$100	\$100		w	V

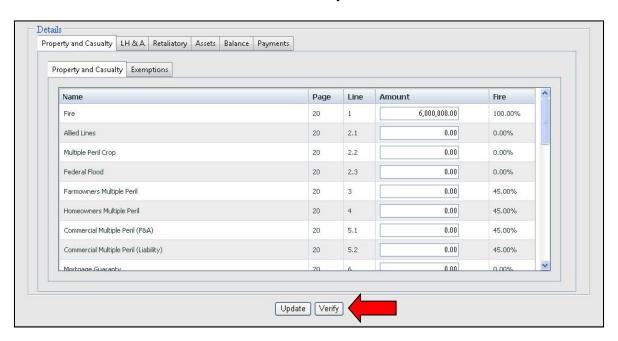
The Overpayment Processing cannot be edited for a verified form. The form must first be amended and the payments de-allocated.

## Verify 1061

Before verifying a form, users should click the "Update" button. Amounts added in the Details grid will update the tax and credit fields above.

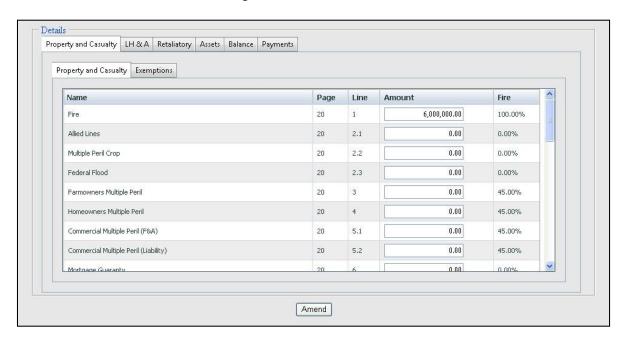


After all fields have been reviewed, click the "Verify" button.



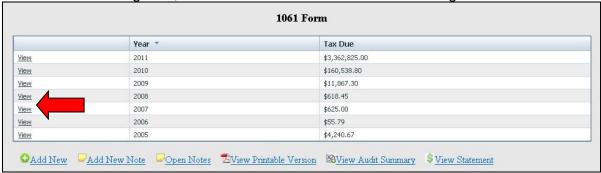
When a form is verified for the first time, an invoice is created with receivables added. The amount due, amount paid, and the balance for each item appears in the Details grid of the 1061 form.

The "Update" and "Verify" buttons are replaced by an "Amend" button. No further changes can be made to the form without clicking the "Amend" button.

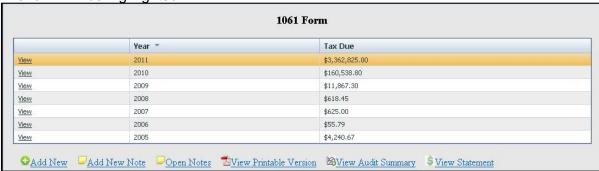


#### **Amend 1061**

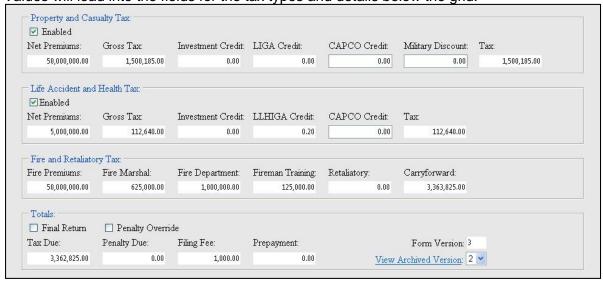
To amend an existing form, first click the "View" link to select it in the grid.



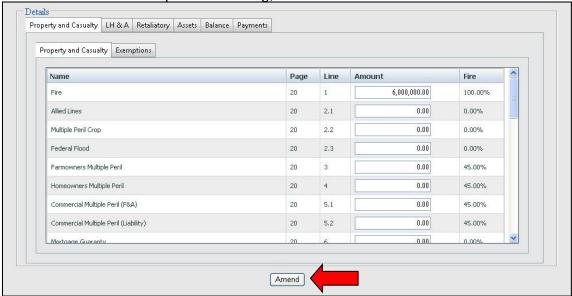
The form will be highlighted.



Values will load into the fields for the tax types and details below the grid.



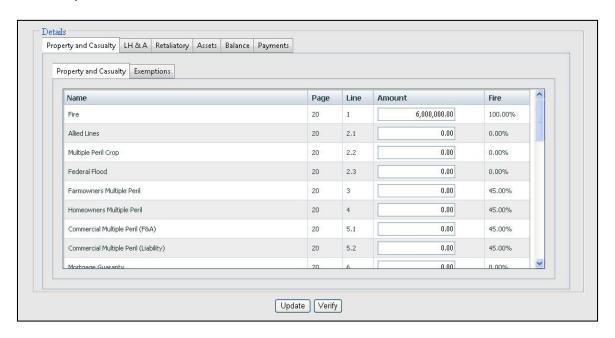
To amend the form and open it for editing, click the "Amend" button.



A prompt will appear. Click the "OK" button to continue.

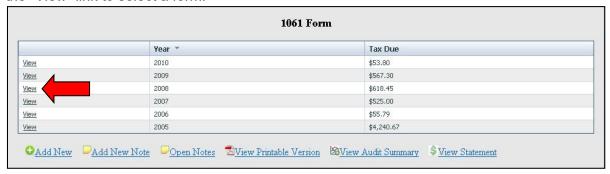


When a form is amended, all payments are deallocated and the invoice is zeroed out with negative receivables. The "Amend" button is replaced by "Update" and "Verify" buttons. All fields may now be edited.

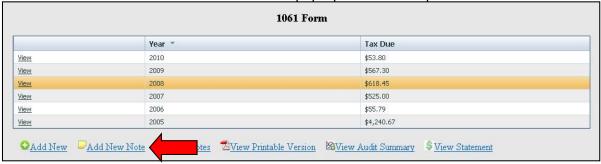


#### Add and View Notes

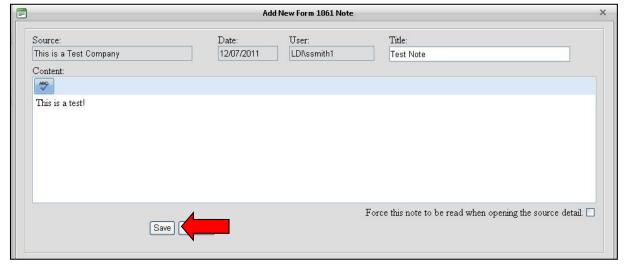
Users have the ability to attach notes to a form for later reference. To add a new note, first click the "View" link to select a form.



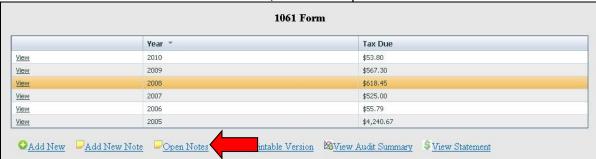
Then click the "Add New Note" link or icon. A pop-up screen will open.



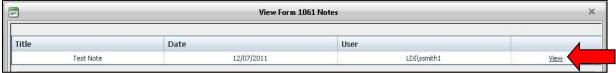
Enter the title and content into the appropriate fields. A note may be set to pop up every time the selected form is viewed by clicking the checkbox "Force this note to be read when opening the source detail." Click the "Save" button to create the note.



To view all notes associated with the form, click the "Open Notes" link.



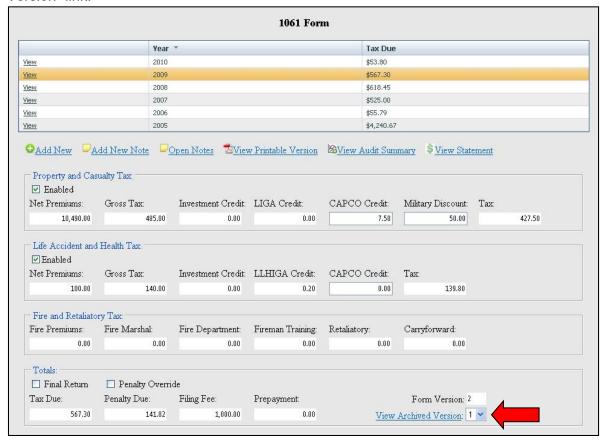
Click the "View" link to open the note.



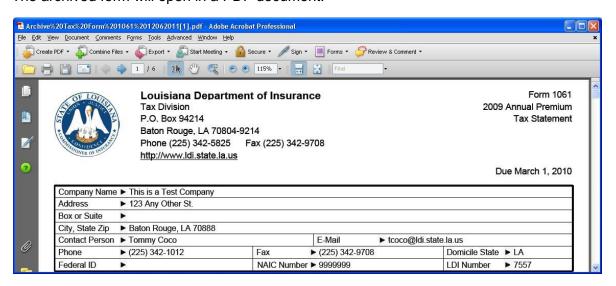
The Date, Title, and Content of the note are available for edit, as well as the "Pop Up" option. If any changes are made, click the "Update" button to save them.

#### View Archived Version

To view an archived version of a form, select the version number and click the "View Archived Version" link.

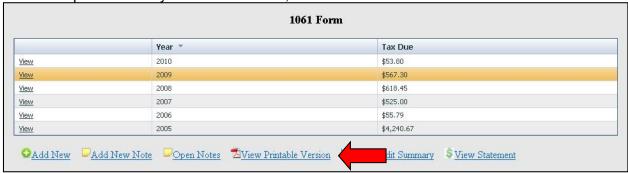


The archived form will open in a PDF document.

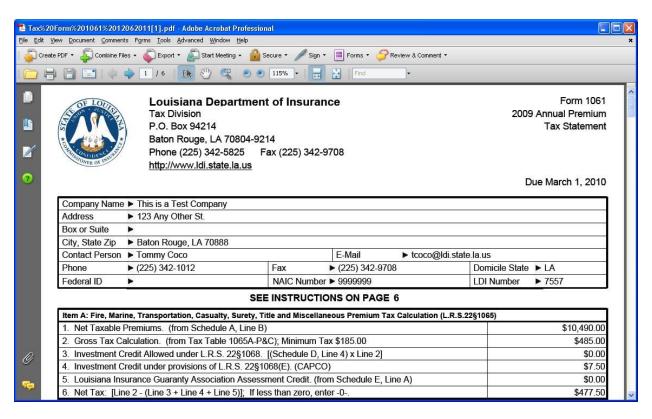


### View Printable Version

To view a "printer-friendly" version of a form, click the "View Printable Version" link or icon.

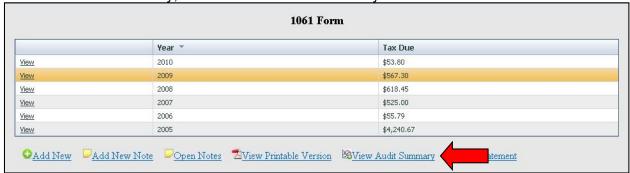


The form will open in a PDF document.

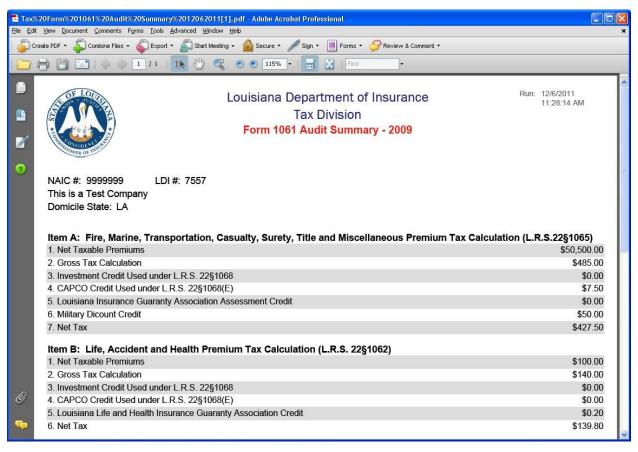


# View Audit Summary

To view an audit summary, click the "View Audit Summary" link or icon.

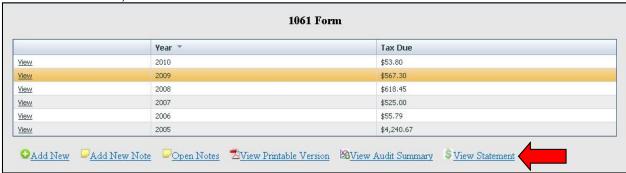


The audit summary will open in a PDF document.

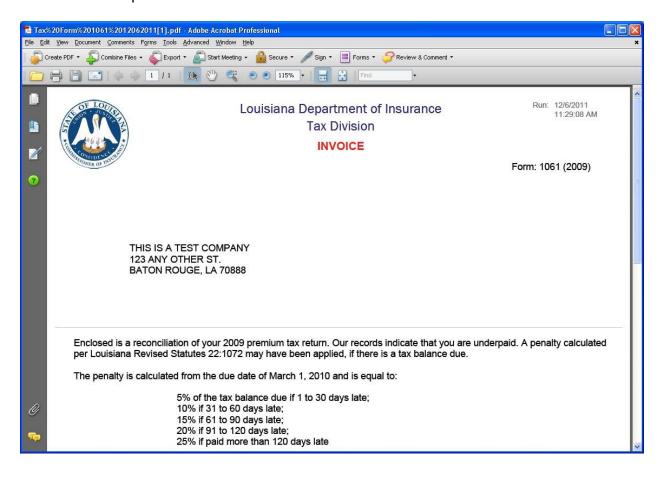


### View Statement

To view an invoice, click the "View Statement" link or icon.



The invoice will open in a PDF document.

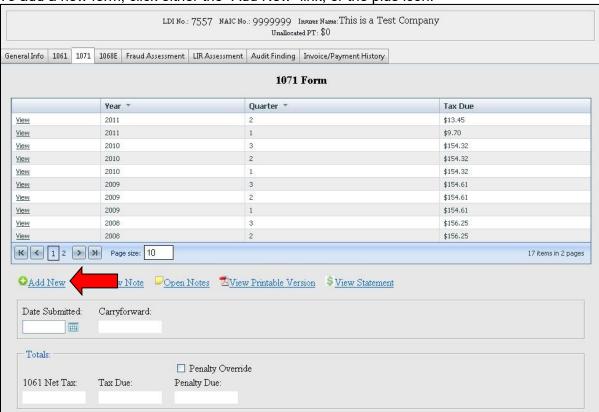


# **1071 Form**

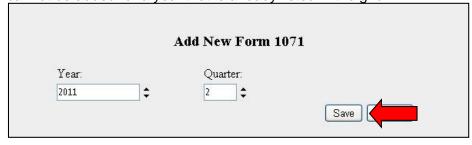
The 1071 Form screen allows users to add new 1071 forms, as well as verify and amend existing forms.

# **Add New 1071**

To add a new form, click either the "Add New" link, or the plus icon.



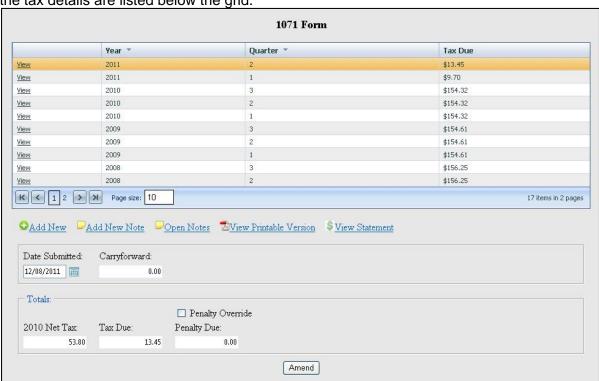
Select a year and click the "Save" button for the new form to appear in the grid. A new form cannot be added for a year that is already listed in the grid.



If the form is created successfully, a pop-up will appear. Click "OK" to continue.

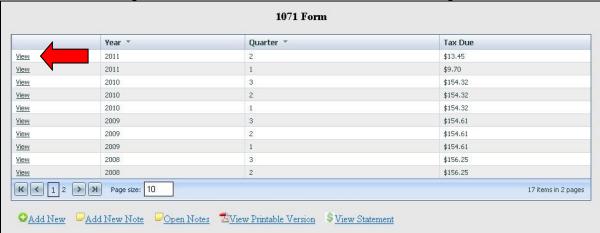


The newly-created form will appear in the 1071 grid. It will be automatically selected. Fields for the tax details are listed below the grid.

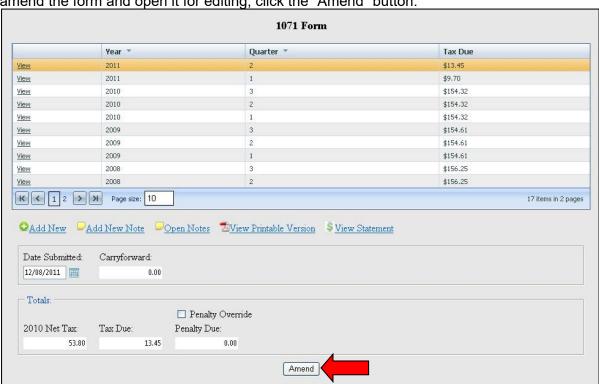


# **Amend 1071**

To amend an existing form, first click the "View" link to select it in the grid.



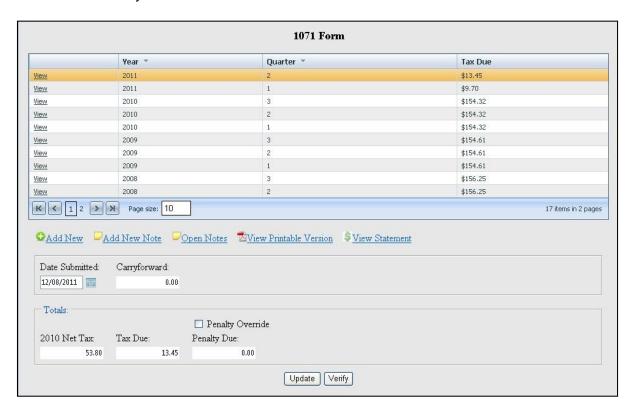
The form will be highlighted. Values will load into the fields for tax details below the grid. To amend the form and open it for editing, click the "Amend" button.



A prompt will appear. Click the "OK" button to continue.



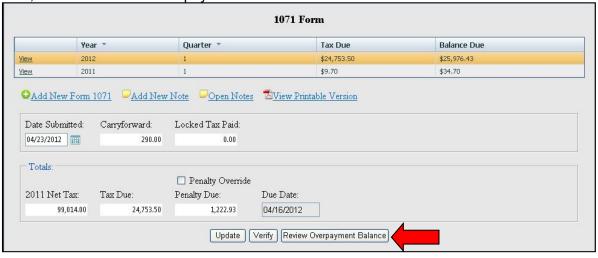
Once a form has been amended, the "Amend" button is replaced by "Update" and "Verify" buttons. Fields may now be edited.



Selecting the "Penalty Override" checkbox allows the user to set the penalty amount, instead of the system calculating it.

# Review Overpayment Balance

Users have the ability to deselect payments to not be allocated to the invoice. On an unverified form, click the "Review Overpayment Balance" button.



The Overpayment Details popup displays a grid with all Payments associated with the form. All payments will be selected for allocation automatically. By default, the grid does not display payments without Poster Mark Dates or Deposit Ticket IDs. Users have the option to view these types of payments by clicking the links at the bottom of the screen.

To deselect a particular payment, click the checkbox in the "Allocate?" column. The deselected payment will not be allocated when the tax form is verified. If all payments are deselected, no money will be allocated.



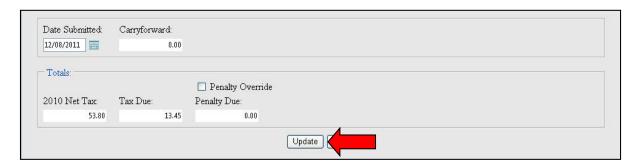
Click the "Save Selections" button to save any changes made, or click the "Cancel" button to return to the form without making any changes.

Payment Type	Check Number	Postmark Date	Original Amount	Unallocated Amount	Payment Tag	On Time	Allocate?
Check Payment	1016	3/5/2012	\$300	\$300		~	
Credit Payment		1/30/2012	\$145	\$290		V	✓
Check Payment	1018	6/22/2012	\$100	\$100			~
Check Payment	1019	6/22/2012	\$200	\$200			~
Check Payment	1019	6/22/2012	\$300	\$300			~
Check Payment	1020	6/22/2012	\$400	\$400			~
Check Payment	1015	5/13/2012	\$200	\$200			~

The Overpayment Processing cannot be edited for a verified form. The form must first be amended and the payments de-allocated.

# Verify 1071

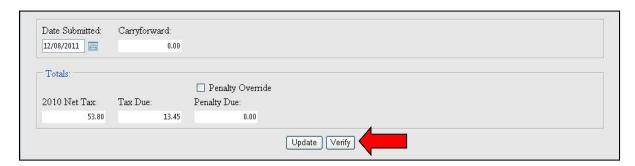
Before verifying a form, users should click the "Update" button.



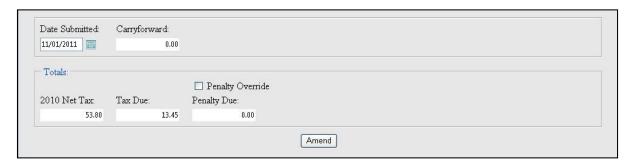
The system will recalculate the tax fields according to changes made. Click the "OK" button to continue.



After all fields have been reviewed, click the "Verify" button.



Once a form has been verified, the "Update" and "Verify" buttons are replaced by an "Amend" button. No further changes can be made to the form without clicking the "Amend" button.

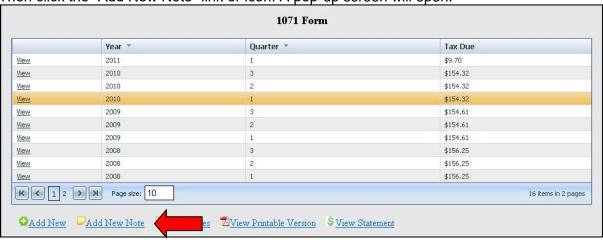


# Add and View Notes

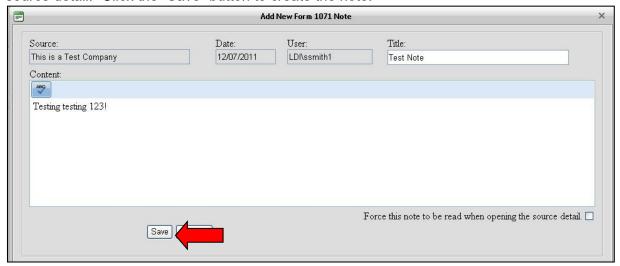
Users have the ability to attach notes to a form for later reference. To add a new note, first click the "View" link to select a form.



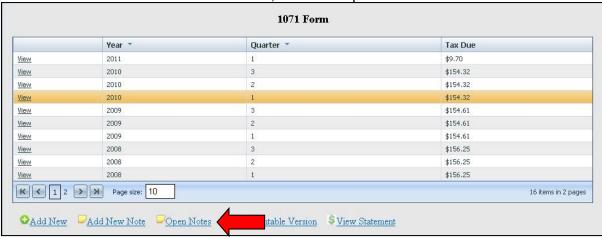
Then click the "Add New Note" link or icon. A pop-up screen will open.



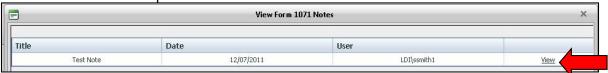
Enter the title and content into the appropriate fields. A note may be set to pop up every time this form is viewed by clicking the checkbox "Force this note to be read when opening the source detail." Click the "Save" button to create the note.



To view all notes associated with the form, click the "Open Notes" link.



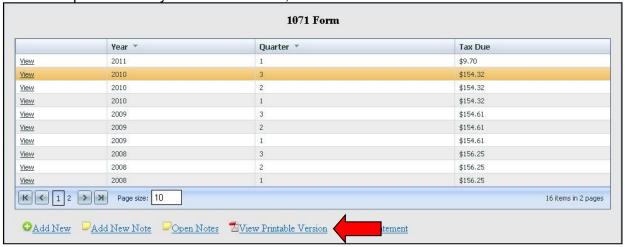
Click the "View" link to open the note.



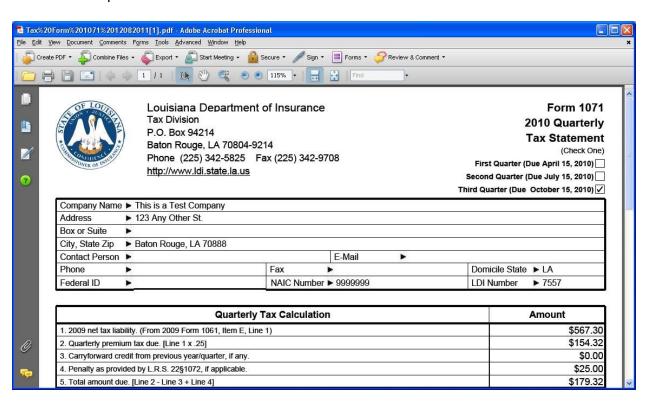
The Date, Title, and Content of the note are available for edit, as well as the "Pop Up" option. If any changes are made, click the "Update" button to save them.

### View Printable Version

To view a "printer-friendly" version of a form, click the "View Printable Version" link or icon.

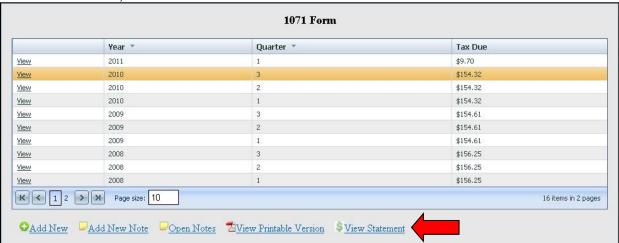


The form will open in a PDF document.

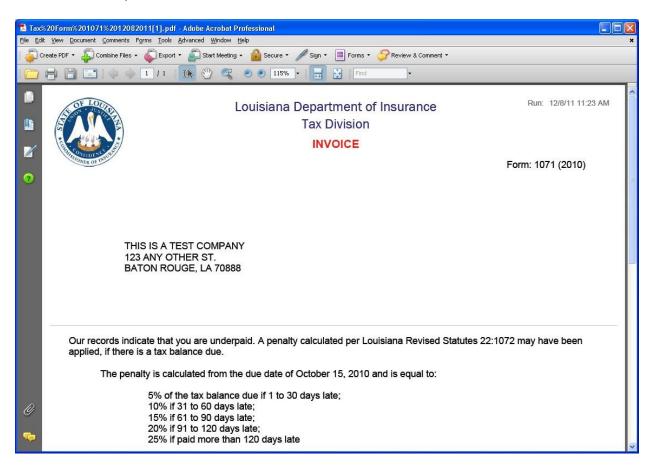


### View Statement

To view an invoice, click the "View Statement" link or icon.



The invoice will open in a PDF document.

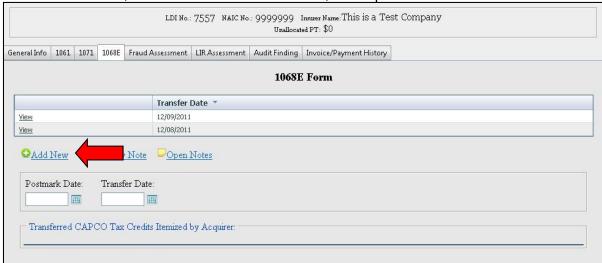


# **1068E Form**

The 1068E Form screen allows users to add new 1068E forms, as well as verify and amend existing forms.

# Add New 1068E

To add a new form, click either the "Add New" link, or the plus icon.



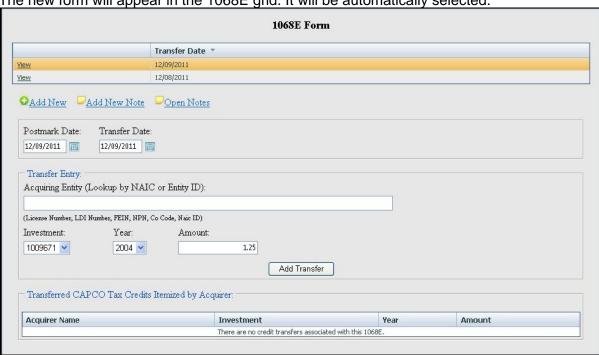
Select the Postmark Date and Transfer Date and click the "Save" button to create the new form.



If the form is created successfully, a pop-up will appear. Click "OK" to continue.



The new form will appear in the 1068E grid. It will be automatically selected.

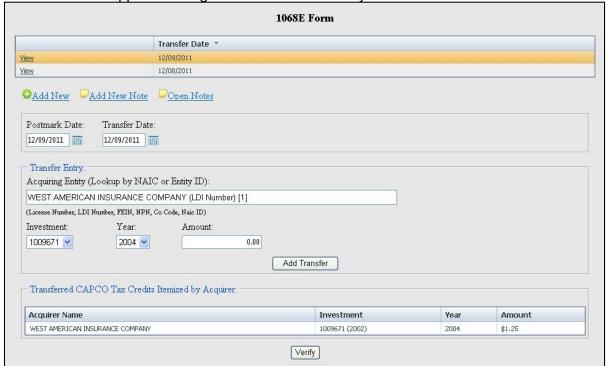


# Add Transfer

To add a transfer, first enter an entity into the Acquiring Entity field. An entity may be entered by either NAIC number or Entity ID. Edit the Investment, Year, and Amount fields if applicable, and then click the "Add Transfer" button.

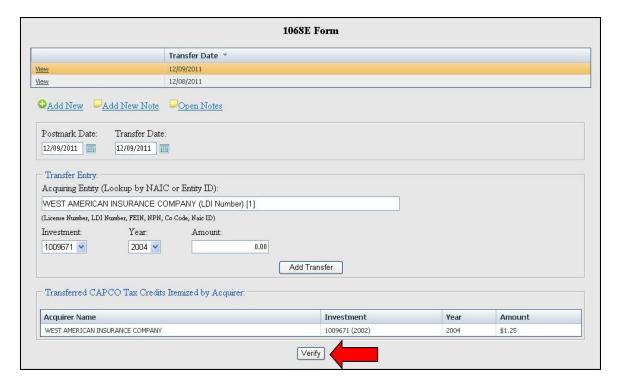


The transfer will appear in the grid below and the "Verify" button will become available.



# Verify 1068E

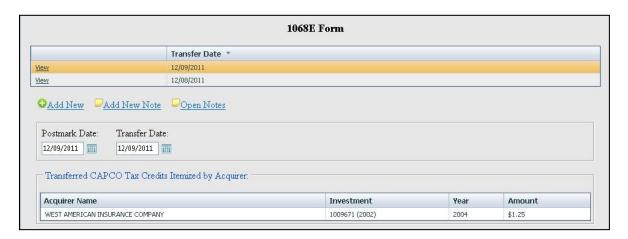
After all fields have been reviewed, click the "Verify" button.



If the form is verified successfully, a message will appear. Click the "OK" button.

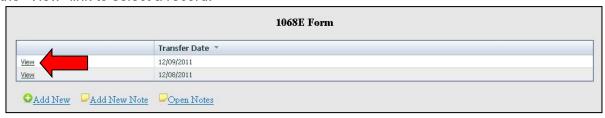


Once a form has been verified, the Transfer Entry fields are closed.

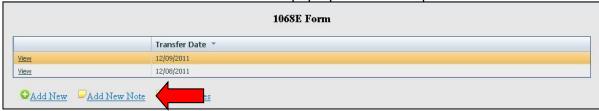


### Add and View Notes

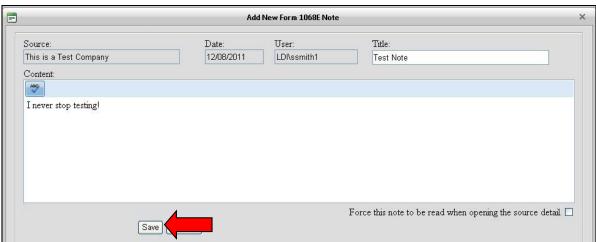
Users have the ability to attach notes to a form for later reference. To add a new note, first click the "View" link to select a record.



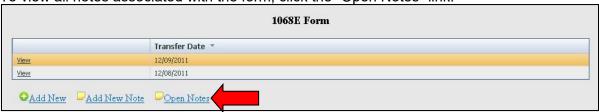
Then click the "Add New Note" link or icon. A pop-up screen will open.



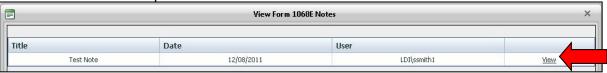
Enter the title and content into the appropriate fields. A note may be set to pop up every time this form is viewed by clicking the checkbox "Force this note to be read when opening the source detail." Click the "Save" button to create the note.



To view all notes associated with the form, click the "Open Notes" link.



Click the "View" link to open the note.



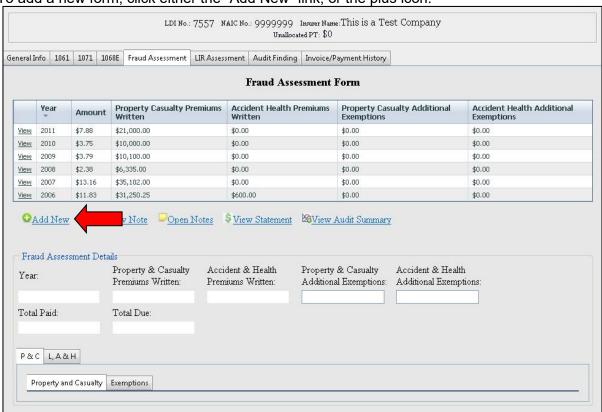
The Date, Title, and Content of the note are available for edit, as well as the "Pop Up" option. If any changes are made, click the "Update" button to save them.

# **Fraud Assessment Form**

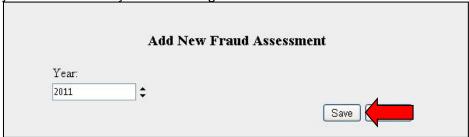
The Fraud Assessment Form screen allows users to add new fraud assessments, as well as amend existing assessments.

# Add New Fraud Assessment

To add a new form, click either the "Add New" link, or the plus icon.



Select a year and click the "Save" button for the new form to appear in the grid. There must be a 1061 form associated with the entity for the previous year. A new form cannot be added for a year that is already listed in the grid.



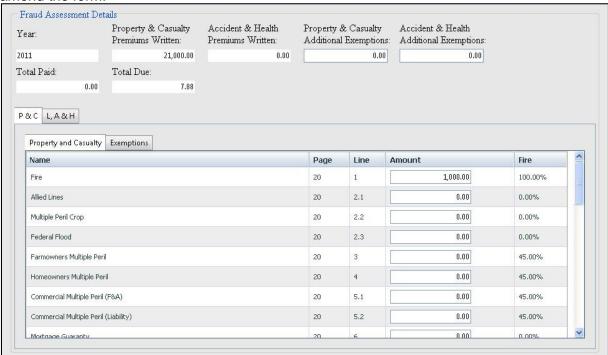
If the form is created successfully, a pop-up will appear. Click "OK" to continue.



The newly-created form will appear in the grid. It will be automatically selected.

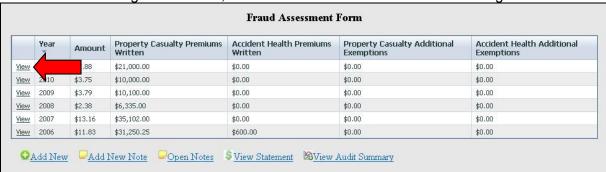
	Year	Amount	Property Casualty Premiums Written	Accident Health Premiums Written	Property Casualty Additional Exemptions	Accident Health Additional Exemptions
View	2011	\$7.88	\$21,000.00	\$0.00	\$0.00	\$0.00
View	2010	\$3.75	\$10,000.00	\$0.00	\$0.00	\$0.00
View	2009	\$3.79	\$10,100.00	\$0.00	\$0.00	\$0.00
View	2008	\$2,38	\$6,335.00	\$0.00	\$0.00	\$0.00
View	2007	\$13.16	\$35,102.00	\$0.00	\$0.00	\$0.00
View	2006	\$11.83	\$31,250.25	\$600.00	\$0.00	\$0.00

Fraud assessment details are listed beneath the grid. To edit these fields, the user must first amend the form.



# Amend Fraud Assessment

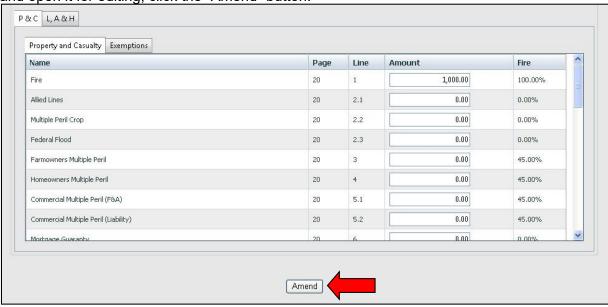
To amend an existing assessment, first click the "View" link to select it in the grid.



The form will be highlighted.

	Year	Amount	Property Casualty Premiums Written	Accident Health Premiums Written	Property Casualty Additional Exemptions	Accident Health Additional Exemptions
View	2011	\$7.88	\$21,000.00	\$0.00	\$0.00	\$0.00
View	2010	\$3.75	\$10,000.00	\$0.00	\$0.00	\$0.00
View	2009	\$3.79	\$10,100.00	\$0.00	\$0.00	\$0.00
View	2008	\$2,38	\$6,335.00	\$0.00	\$0.00	\$0.00
View	2007	\$13.16	\$35,102.00	\$0.00	\$0.00	\$0.00
View	2006	\$11.83	\$31,250.25	\$600.00	\$0.00	\$0.00

Values will load into the fields for fraud assessment details below the grid. To amend the form and open it for editing, click the "Amend" button.

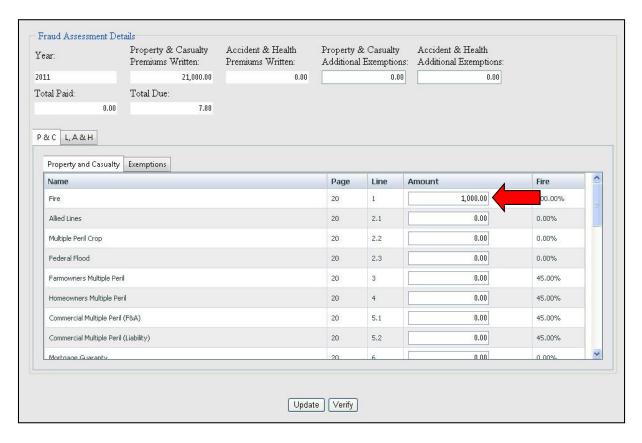


A prompt will appear. Click the "OK" button to continue.



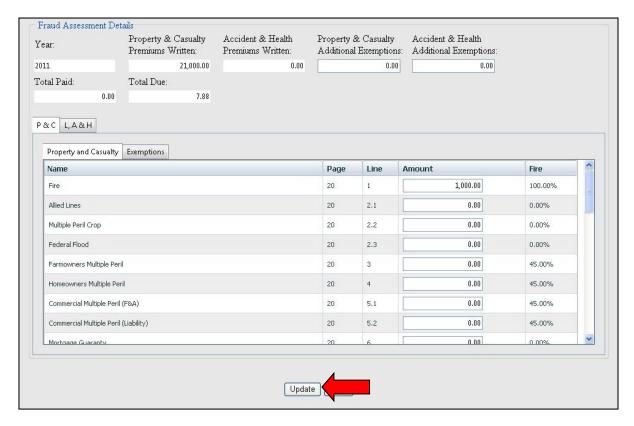
Once a form has been amended, the "Amend" button is replaced by "Update" and "Verify" buttons.

Fields may now be edited. In the Property and Casualty tab, users can edit the amounts for Property and Casualty lines, as well as exemptions. In the LH&A tab, edit amounts for Accident and Health/HMO lines, Life Insurance, Service Insurance, as well as exemptions.

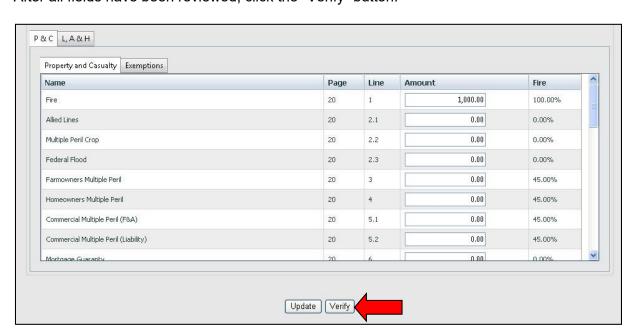


# Verify Fraud Assessment

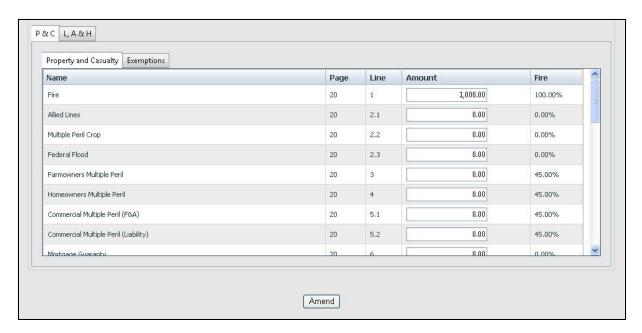
Before verifying a form, users should click the "Update" button. Amounts added in the Details grid will update the tax and credit fields above.



After all fields have been reviewed, click the "Verify" button.

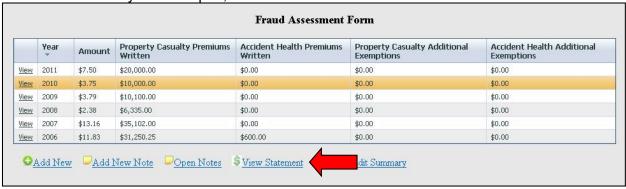


Once a form has been verified, the "Update" and "Verify" buttons are replaced by an "Amend" button. No further changes can be made to the form without clicking the "Amend" button.

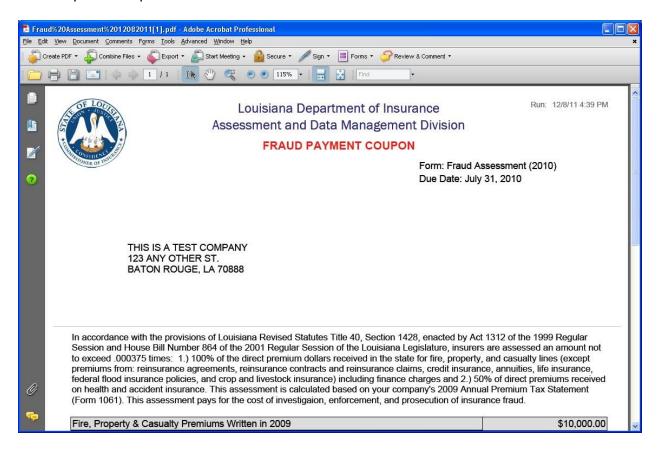


### View Statement

To view a Fraud Payment Coupon, click the "View Statement" link or icon.

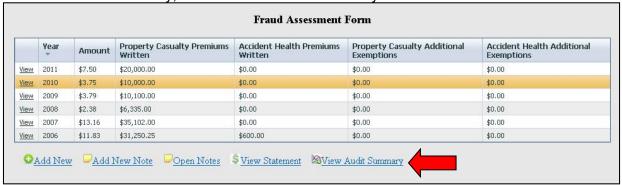


The coupon will open in a PDF document.

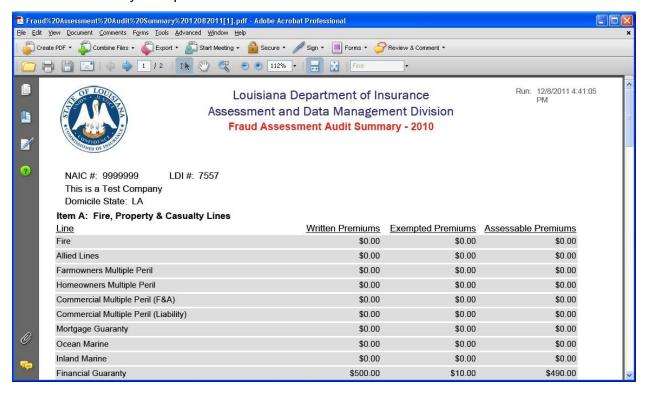


# View Audit Summary

To view an audit summary, click the "View Audit Summary" link or icon.

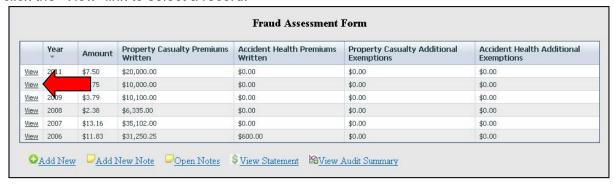


The audit summary will open in a PDF document.



### Add and View Notes

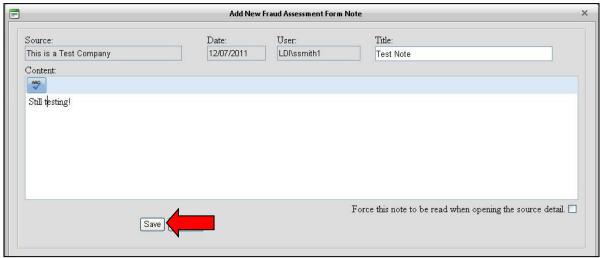
Users have the ability to attach notes to a record for later reference. To add a new note, first click the "View" link to select a record.



Then click the "Add New Note" link or icon. A pop-up screen will open.



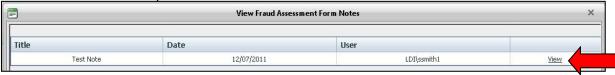
Enter the title and content into the appropriate fields. A note may be set to pop up every time this record is viewed by clicking the checkbox "Force this note to be read when opening the source detail." Click the "Save" button to create the note.



To view all notes associated with the form, click the "Open Notes" link.



Click the "View" link to open the note.



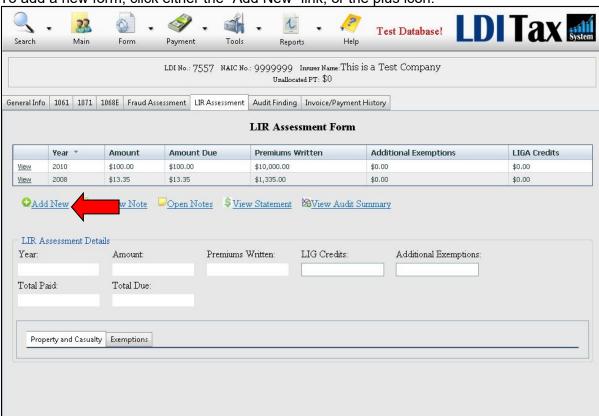
The Date, Title, and Content of the note are available for edit, as well as the "Pop Up" option. If any changes are made, click the "Update" button to save them.

# **LIR Assessment Form**

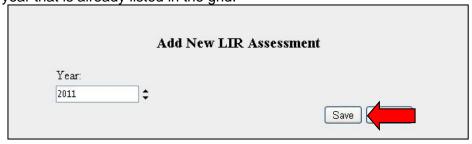
The LIR Assessment Form screen allows users to add new LIR assessments, as well as amend existing assessments.

# Add New LIR Assessment

To add a new form, click either the "Add New" link, or the plus icon.



Select a year and click the "Save" button for the new form to appear in the grid. There must be a 1061 form associated with the entity for the previous year. A new form cannot be added for a year that is already listed in the grid.



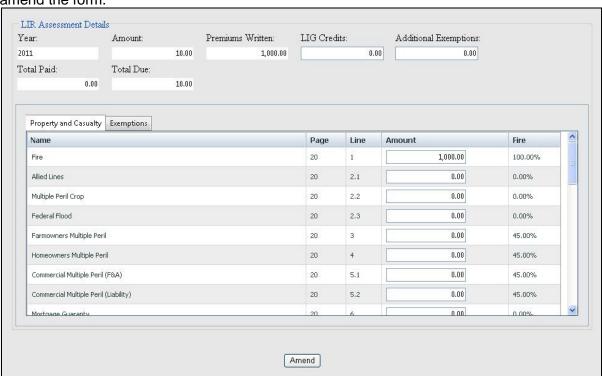
If the form is created successfully, a pop-up will appear. Click "OK" to continue.



The newly-created form will appear in the grid. It will be automatically selected.

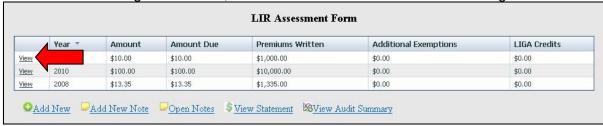
	Year *	Amount	Amount Due	Premiums Written	Additional Exemptions	LIGA Credits
View	2011	\$10.00	\$10.00	\$1,000.00	\$0.00	\$0.00
View	2010	\$100.00	\$100.00	\$10,000.00	\$0.00	\$0.00
View	2008	\$13.35	\$13.35	\$1,335.00	\$0.00	\$0.00

LIR assessment details are listed beneath the grid. To edit these fields, the user must first amend the form.

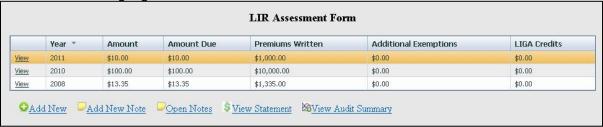


# Amend LIR Assessment

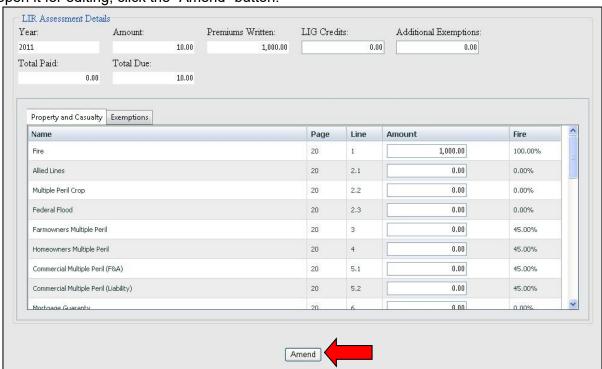
To amend an existing assessment, first click the "View" link to select it in the grid.



The form will be highlighted.



Values will load into the fraud assessment detail fields below the grid. To amend the form and open it for editing, click the "Amend" button.

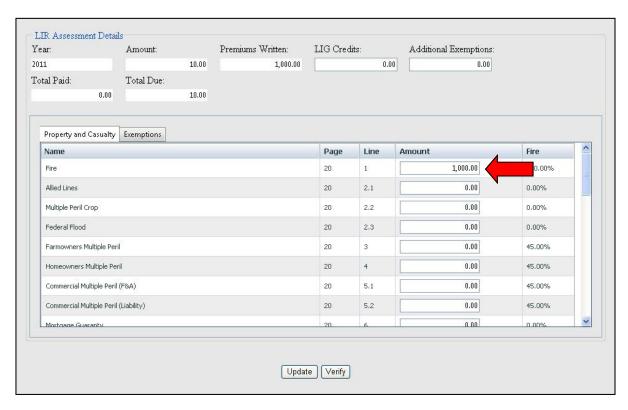


A prompt will appear. Click the "OK" button to continue.



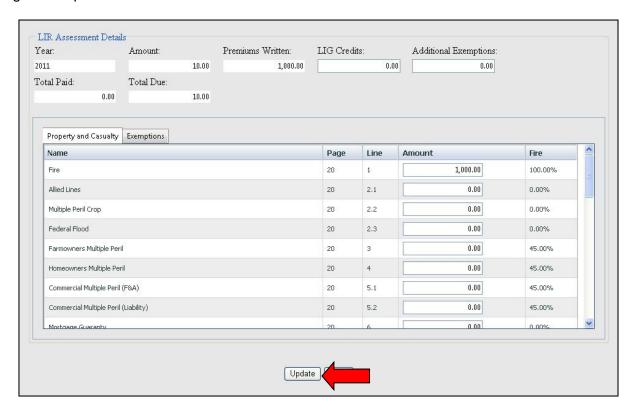
Once a form has been amended, the "Amend" button is replaced by "Update" and "Verify" buttons.

Fields may now be edited. In the Property and Casualty tab, users can edit the amounts for Property and Casualty lines, as well as exemptions. In the LH&A tab, edit amounts for Accident and Health/HMO lines, Life Insurance, Service Insurance, as well as exemptions.

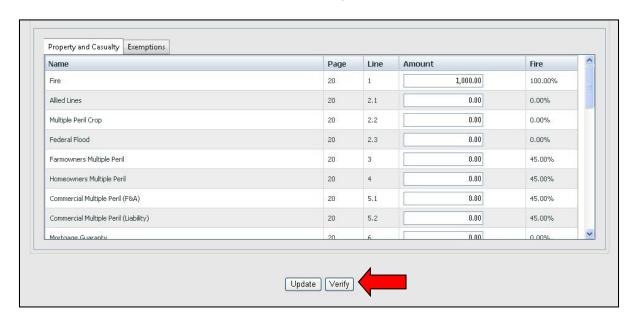


# Verify LIR Assessment

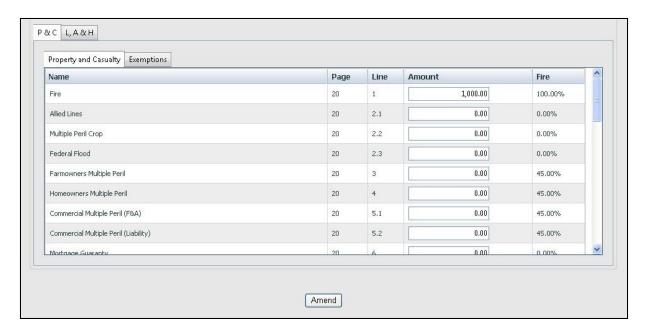
Before verifying a form, users should click the "Update" button. Amounts added in the Details grid will update the tax and credit fields above.



After all fields have been reviewed, click the "Verify" button.

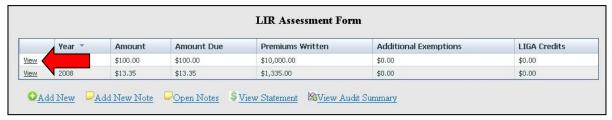


Once a form has been verified, the "Update" and "Verify" buttons are replaced by an "Amend" button. No further changes can be made to the form without clicking the "Amend" button.

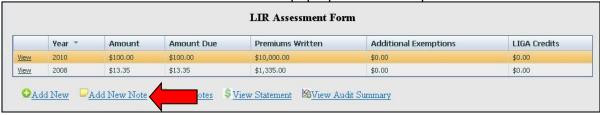


#### Add and View Notes

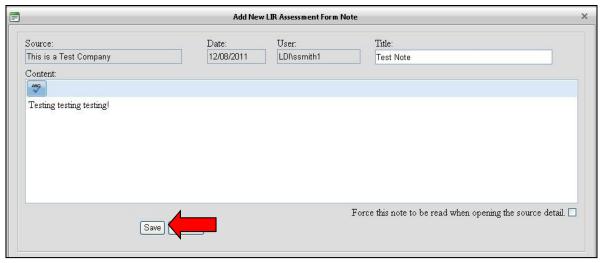
Users have the ability to attach notes to a record for later reference. To add a new note, first click the "View" link to select a record.



Then click the "Add New Note" link or icon. A pop-up screen will open.



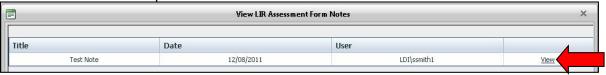
Enter the title and content into the appropriate fields. A note may be set to pop up every time this record is viewed by clicking the checkbox "Force this note to be read when opening the source detail." Click the "Save" button to create the note.



To view all notes associated with the form, click the "Open Notes" link.

	Year *	Amount	Amount Due	Premiums Written	Additional Exemptions	LIGA Credits
iew_	2010	\$100.00	\$100.00	\$10,000.00	\$0.00	\$0.00
iew_	2008	\$13.35	\$13.35	\$1,335.00	\$0.00	\$0.00

Click the "View" link to open the note.



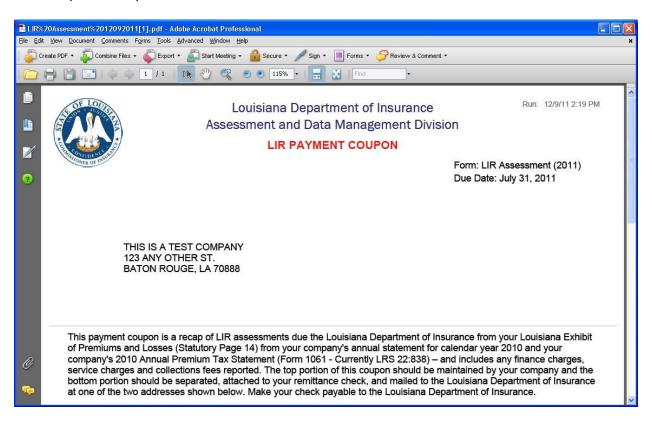
The Date, Title, and Content of the note are available for edit, as well as the "Pop Up" option. If any changes are made, click the "Update" button to save them.

#### View Statement

To view a LIR Payment Coupon, click the "View Statement" link or icon.

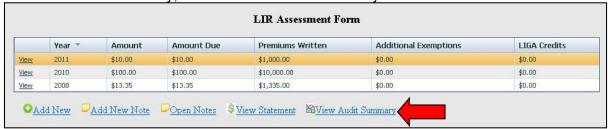


The coupon will open in a PDF document.

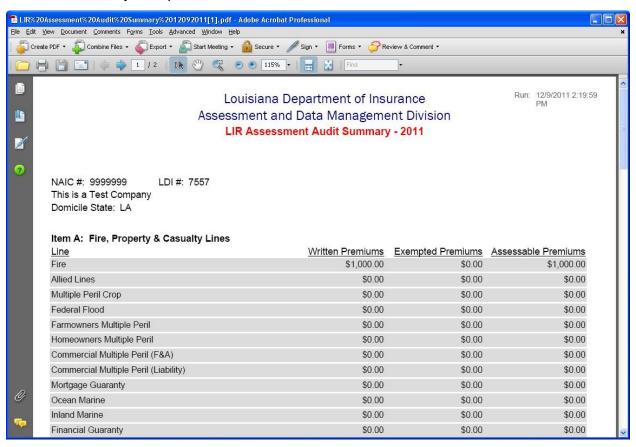


## View Audit Summary

To view an audit summary, click the "View Audit Summary" link or icon.



The audit summary will open in a PDF document.

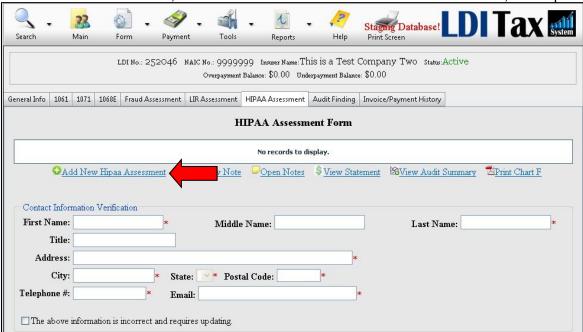


## **HIPAA Assessment Form**

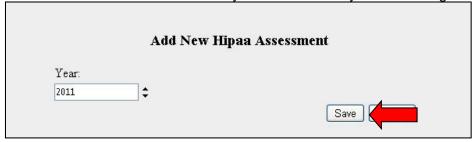
The HIPAA Assessment Form screen allows users to add new HIPAA assessments, amend existing assessments, or set assessments to pending for companies to update.

#### Add New HIPAA Assessment

To add a new assessment, click either the "Add New HIPAA Assessment" link, or the plus icon.



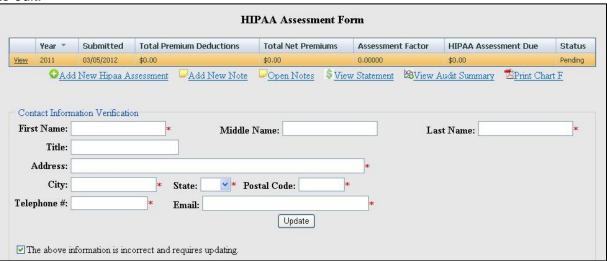
Select a year and click the "Save" button for the new assessment to be created. A new assessment cannot be added for a year that is already listed in the grid.



If the assessment is created successfully, a pop-up will appear. Click "OK" to continue.



The newly-created form will now appear in the grid. It will be automatically selected and ready to edit.



# Add Contact Information

If available, contact information for the HIPAA assessment filer will automatically populate into the Contact Information Verification fields below. Required fields within the Contact Information Verification section are indicated with red asterisks (\*). Though contact information is not required for assessments entered internally, the checkbox below will indicate if the information is incomplete.

	Year *	Submitted	Total Premium Deductions	Total Net Premi	ums Assessmen	t Factor HIPAA Asses	sment Due Status
<u>ew</u>	2011	03/05/2012	\$0.00	\$0.00	0.00000	\$0.00	Pending
	<b>○</b> Add	New Hipaa A	ssessment      DAdd New Not	e POpen Notes	\$ View Statement	₩View Audit Summary	Print Chart F
I	Title: Address: City:		* State: *	Postal Code:	*		
	phone #:		* Email:		*		

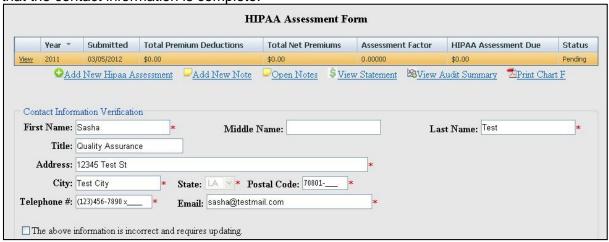
To enter contact information for an assessment, type the information into the required fields: First Name, Last Name, Address, City, State, Postal Code, Telephone #, and Email. Then click the "Update" button.



If all required fields are updated successfully, a pop-up will appear. Click "OK" to continue.



The "Update" button will no longer be visible and the checkbox will be unchecked, indicating that the contact information is complete.



**NOTE:** To bring back the "Update" button for further editing, click the checkbox to indicate that the information requires updating.

## Enter Assessment Data

To complete the assessment, data must be entered into Charts A, B, D, and F, and the HIPAA Annual Statement must be attached in the Attachments section.

1. In Chart A, enter the direct premium amounts for Accident and Health Lines of Business. The subtotal field will calculate the sum of these fields automatically.

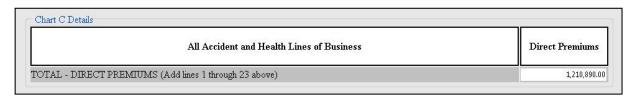
Accident and Health Lines of Business	Direct Premiums
1 Large Employer Group - Comprehensive Major Med & Basic-Med/Surgical Exp	750,000.0
2 Large Emp Group Assn Members – Comp Major Med & Basic-Med/Surg Exp	60,000.0
3 Small Employer Group - Comprehensive Major Med & Basic-Med/Surgical Exp	0.0
4 Small Emp Group Assn Members - Comp Major Med & Basic-Med/Surg Exp	4,500.0
5 Large Employer Group - Health Maintenance Organization	7,000.0
6 Small Employer Group – Health Maintenance Organization	0.0
7 Blanket – Comprehensive Major Medical & Basic-Med/Surgical Expense	7,000.0
8 Individual – Comprehensive Major Medical & Basic-Med/Surgical Expense	6,500.0
9 Individual Assn – Comprehensive Major Medical & Basic-Med/Surgical Exp	0.0
0 Individual – Health Maintenance Organization	0.0
UBTOTAL - PREMIUMS SUBJECT TO ASSESSMENT (Add lines 1 through 10 above)	835,000.0

2. In Chart B, enter the amount of direct premiums for Exempted Lines of Accident & Health Business. The subtotal field will calculate the sum of these fields automatically.

**NOTE:** If a premium amount is entered for the "Other" field, users must enter a description in the blank field.

Exempted Lines of Accident & Health Business	Direct Premiums	
11 Accident Only	3,000.0	
12 Accidental Death & Dismemberment	80,000.0	
13 Credit Accident & Health	45,000.0	
14 Critical Illness	6,000.0	
15 Dental	0.0	
16 Disability	0.0	
17 Hospital Fixed Indemnity	0.0	
18 Long Term Care	70,000.0	
19 Medicare Supplement / Medicare Select	84,000.0	
20 Cancer / Specified or Dread Disease	7,000.0	
21 Excess / Stop Loss	890.0	
22 Employer Mental Health & Substance Abuse Plans	0.0	
23 Other (PLEASE DESCRIBE): TEST!	80,000.0	

3. Chart C will automatically calculate the total amount for direct premiums, adding together the amounts from Charts A and B.



4. If there are any deductions, enter the premium amounts in to the Chart D fields. The subtotal field will calculate the sum of these fields automatically.

**NOTE:** If a premium amount is entered for the "Other" field, users must cite the statute, court decision, or other legal basis for the deduction in the blank field.

Reason for Deduction	Premium Amount
1 Premiums reported on the 2011 Annual Statement for Louisiana Business and paid for group health policies covering employees of the insurer. (Danna v Commissioner of Insurance 228 So. 2d 708)	8,000.00
2 Premiums paid for Federal Employees Health Benefits Program. (5 U.S.C. § 8909)	7,500.00
3 Other (Cite statute, court decision or other legal basis allowing the deduction or exemption):	300.00
TOTAL Premium Deduction	15,800,00

5. Chart E will automatically calculate total net premiums subject to assessment, subtracting the amounts of Chart D from Chart D.

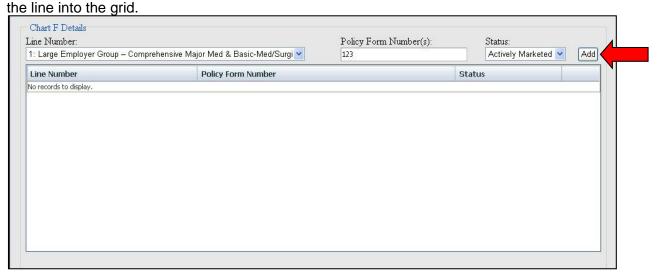


The Assessment Due section lists the Assessment Factor and the Assessment Due to this entity. These fields will remain at zero until an assessment factor is entered through the HIPAA Assessment Workbench.



7. Chart F allows users to enter each line of business for which premiums were reported in Charts A and B.

To enter a line of business, select the License Number from the dropdown box, enter the Policy form number, and select a Status from the dropdown box. Then click the "Add" button to enter



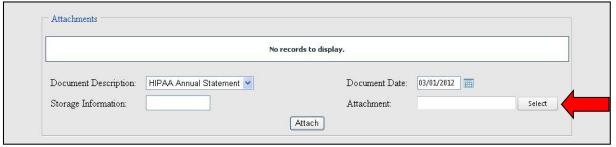
Continue this process until all lines of business have been entered. To remove a line of business from the grid, click the red "minus" icon.



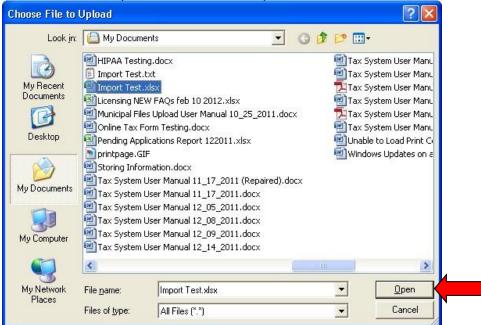
8. To add an attachment, first select the Document Date. Do this by selecting the field and keying in the date, or by selecting a date from the calendar icon.



Click the "Select" button of the Attachment control.



Select the file for upload and click the "Open" button.

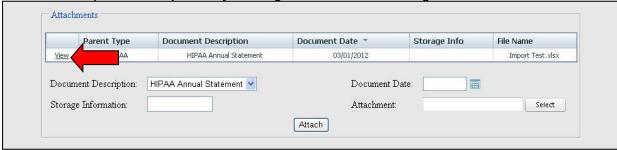


The file name will load into the Attachment field. Click the "Attach" button to upload it.



The file will load in the Attachments grid. Users can upload multiple documents to an assessment. Though companies can only attach documents in PDF form to the online form, internal users are not limited on file format.

A file can be opened at any time by clicking the "View" link in the grid.



## **Update Assessment**

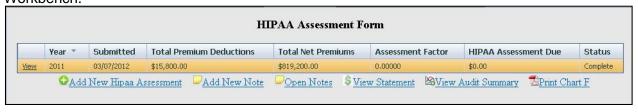
After entering or editing the assessment data, click the "Update" button to save the assessment data to the Tax system database.



If the assessment data saves successfully, a pop-up will appear. Click "OK" to continue.

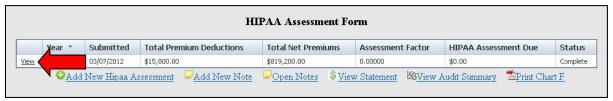


The assessment status will be set to "Complete," but the assessment will remain in "Update" mode until an Assessment Factor has been entered through the HIPAA Assessment Workbench.

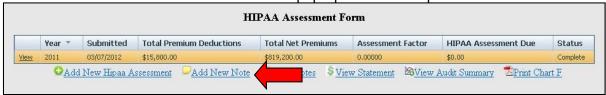


#### Add and View Notes

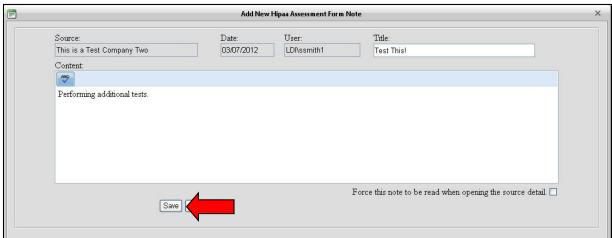
Users have the ability to attach notes to a record for later reference. To add a new note, first click the "View" link to select a record.



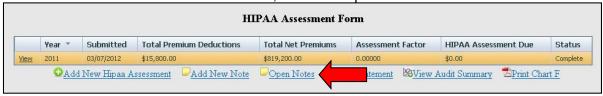
Then click the "Add New Note" link or icon. A pop-up screen will open.



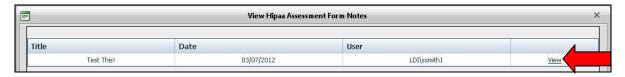
Enter the title and content into the appropriate fields. A note may be set to pop up every time this record is viewed by clicking the checkbox "Force this note to be read when opening the source detail." Click the "Save" button to create the note.



To view all notes associated with the form, click the "Open Notes" link.



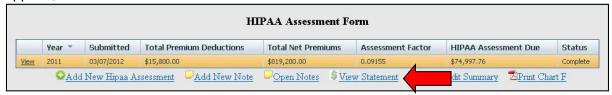
Click the "View" link to open the note.



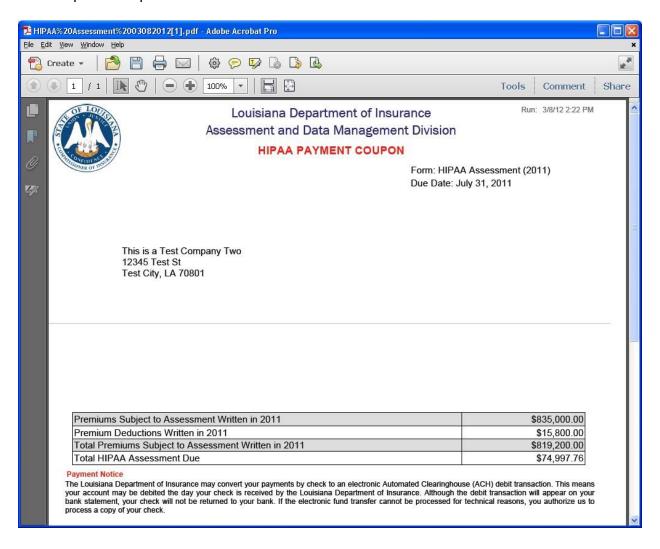
The Date, Title, and Content of the note are available for edit, as well as the "Pop Up" option. If any changes are made, click the "Update" button to save them.

#### View Statement

To view a HIPAA Payment Coupon after the Assessment Factor has been updated and applied, click the "View Statement" link or icon.

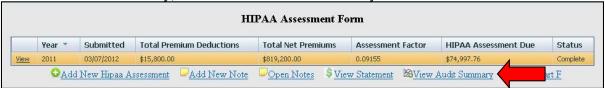


The coupon will open in a PDF document.

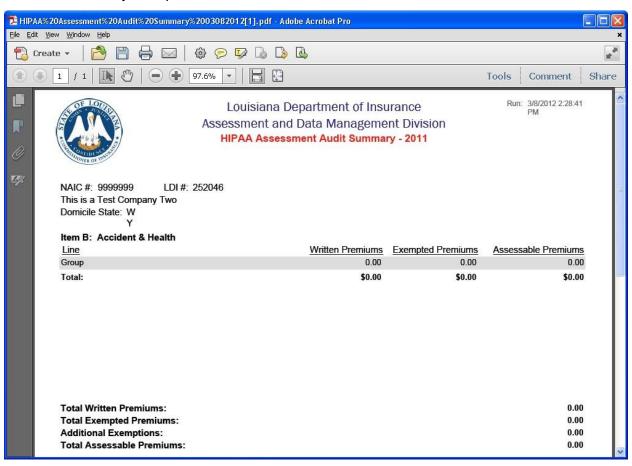


## View Audit Summary

To view an audit summary, click the "View Audit Summary" link or icon.



The audit summary will open in a PDF document.

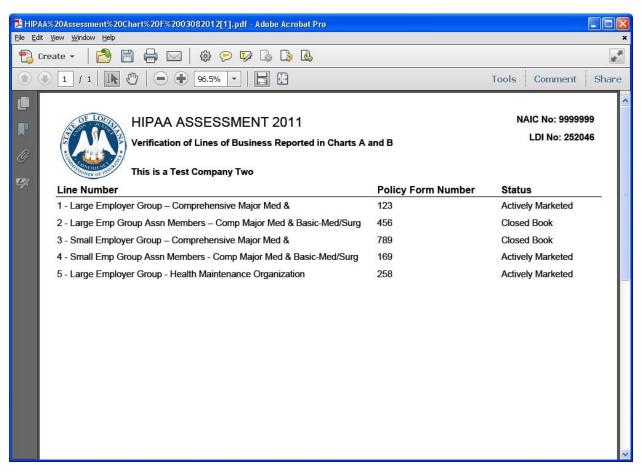


## Print Chart F

To view Chart F data in a printable form, click the "Print Chart F" link.



The Chart F data will open in a PDF document.

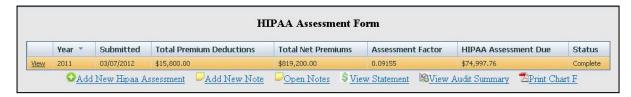


## Amend HIPAA Assessment

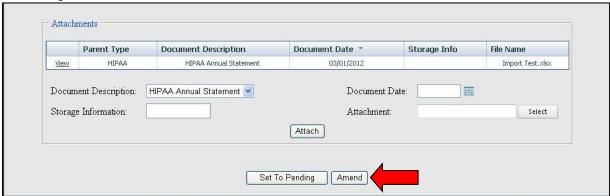
To amend an existing assessment, first click the "View" link to select it in the grid.



The form will be highlighted.

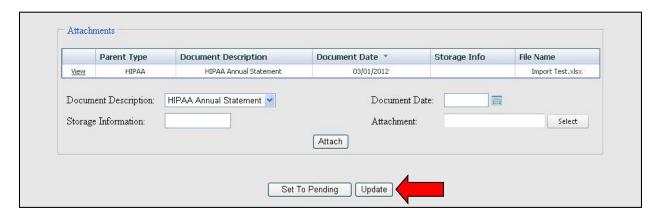


Values will load into the assessment detail fields below the grid. To amend the form and open it for editing, click the "Amend" button.



Once an assessment has been amended, the "Amend" button is replaced by an "Update" button. The previously created invoice for the assessment is undone.

The fields in the assessment form may now be edited. The assessment status will still be "Complete." Once the user has made all desired changes, click the "Update" button to save the data. An invoice will again be created.

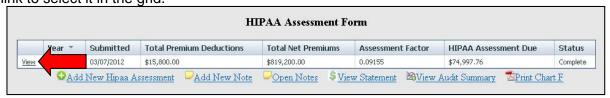


If the assessment data saves successfully, a pop-up will appear. Click "OK" to continue.

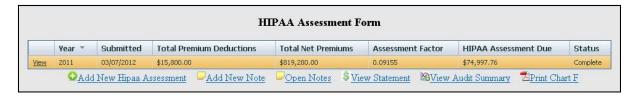


## Set HIPAA Assessment to Pending

To change an existing assessment from "Complete" status to "Pending" status, and allow companies to update the information online HIPAA Assessment module, first click the "View" link to select it in the grid.



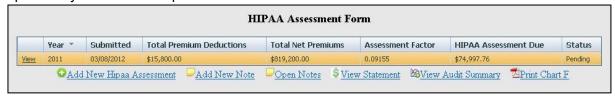
The form will be highlighted



Values will load into the assessment detail fields below the grid. To set the form to "Pending" status, and to allow outside users to edit their data through the online HIPAA Assessment module, click the "Set to Pending" button.



The assessment will now be set to "Pending" status. The "Set to Pending" button will be replaced by a "Set to Complete" button.



If the company edits the data through the online HIPAA Assessment module, the Department will receive an email when that form is submitted.

Once the desired edits have been made, click the "Set to Complete" button to return the form to "Complete" status.

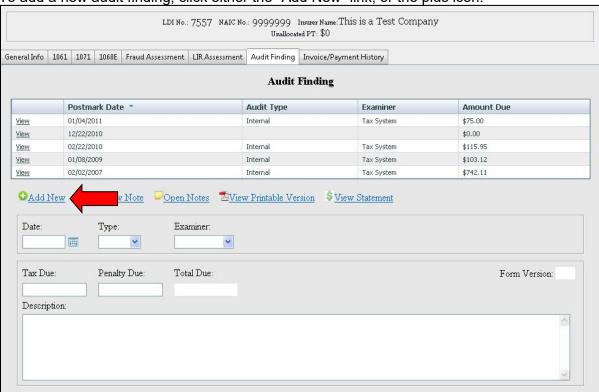


## **Audit Finding**

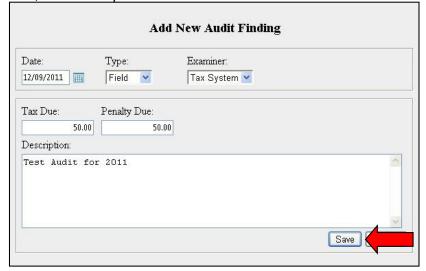
The Audit Finding screen allows users to add new audit findings, as well as amend existing audit findings.

## Add New Audit

To add a new audit finding, click either the "Add New" link, or the plus icon.



Users can select a Date, Type, and Examiner, as well as add the Tax Due, Penalty Due, and Description. Click the "Save" button for the new form to appear in the grid.

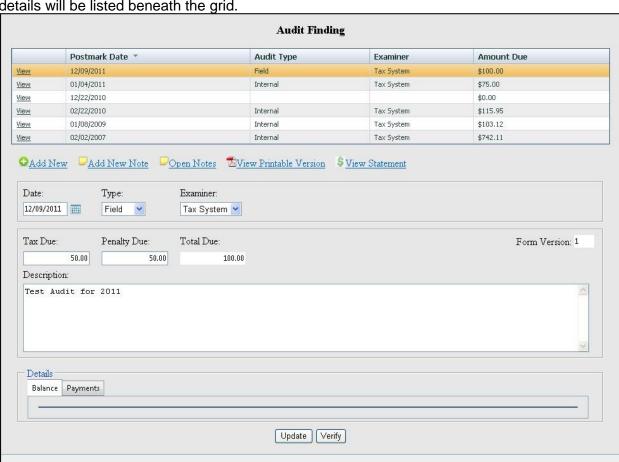


If the form is created successfully, a pop-up will appear. Click "OK" to continue.



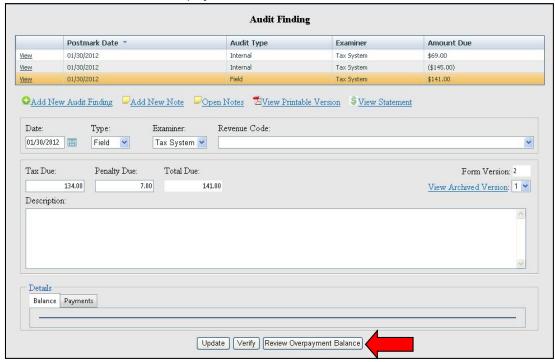
The newly-created form will be automatically selected in the audit finding grid. The audit finding

details will be listed beneath the grid.



## Review Overpayment Balance

Users have the ability to deselect payments to not be allocated to the invoice. On an unverified form, click the "Review Overpayment Balance" button.



The Overpayment Details popup displays a grid with all Payments associated with the form. All payments will be selected for allocation automatically. By default, the grid does not display payments without Poster Mark Dates or Deposit Ticket IDs. Users have the option to view these types of payments by clicking the links at the bottom of the screen.

To deselect a particular payment, click the checkbox in the "Allocate?" column. The deselected payment will not be allocated when the tax form is verified. If all payments are deselected, no money will be allocated.



Click the "Save Selections" button to save any changes made, or click the "Cancel" button to

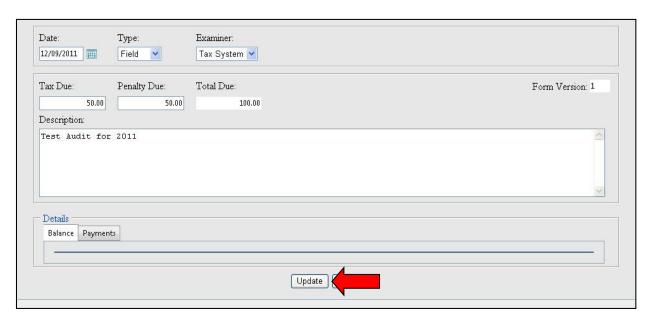
return to the form without making any changes.



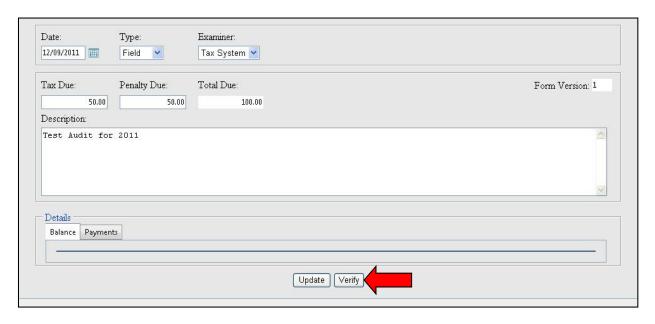
The Overpayment Processing cannot be edited for a verified form. The form must first be amended and the payments de-allocated.

# Verify Audit Finding

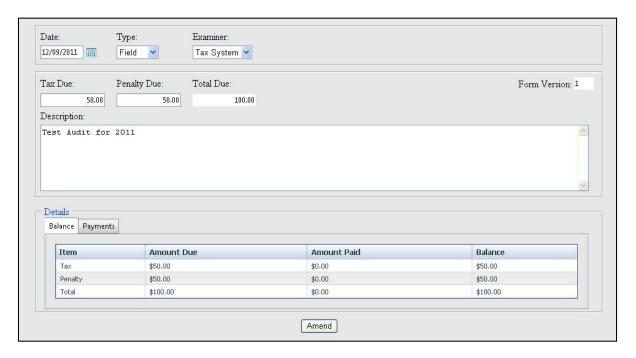
Before verifying a form, users should click the "Update" button. Changed fields will update the audit finding grid above.



After all fields have been reviewed, click the "Verify" button.

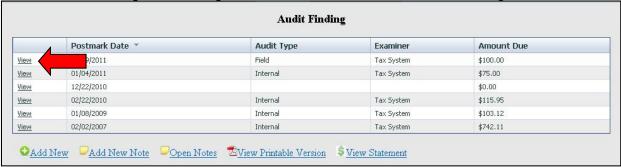


When a form is verified, receivables are added to the invoice. The amount due, amount paid, and the balance for each item appears in the Details grid. The "Update" and "Verify" buttons are replaced by an "Amend" button. No further changes can be made to the form without clicking the "Amend" button.

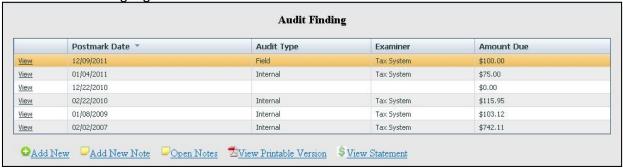


# Amend Audit Finding

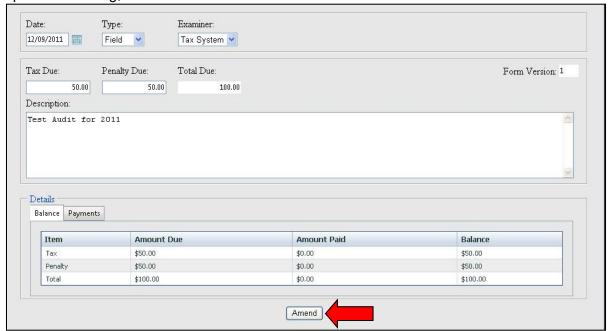
To amend an existing audit finding, first click the "View" link to select it in the grid.



The form will be highlighted.



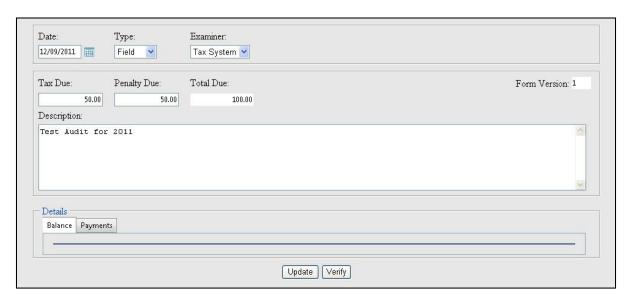
Values will load into the fields for audit finding details below the grid. To amend the form and open it for editing, click the "Amend" button.



A prompt will appear. Click the "OK" button to continue.

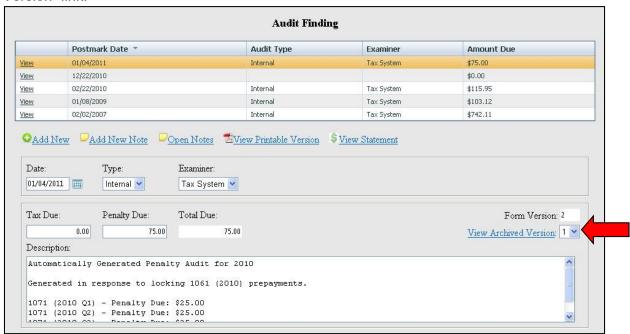


When a form is amended, all payments are deallocated and the invoice is zeroed out with negative receivables. The "Amend" button is replaced by "Update" and "Verify" buttons. All fields may now be edited.

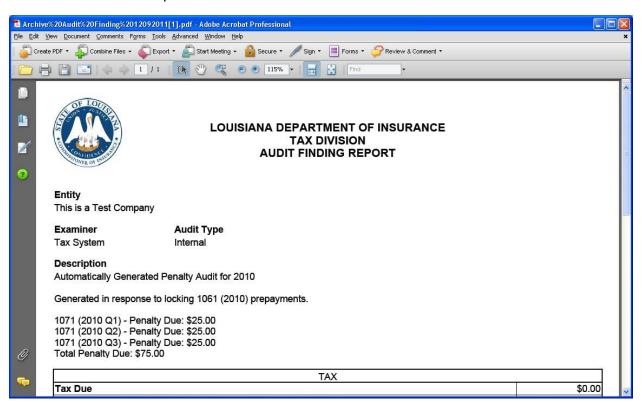


#### View Archived Version

To view an archived version of a form, select the version number and click the "View Archived Version" link.



The archived form will open in a PDF document.

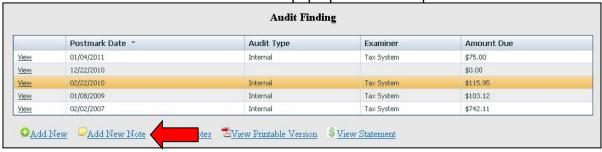


#### Add and View Notes

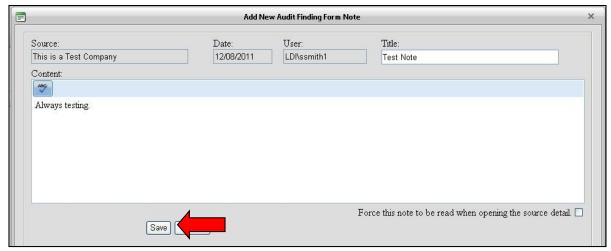
Users have the ability to attach notes to a record for later reference. To add a new note, first click the "View" link to select a record.



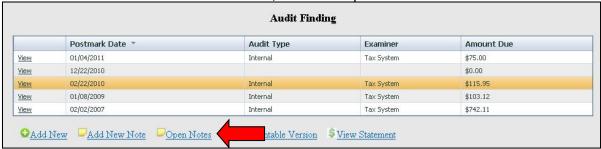
Then click the "Add New Note" link or icon. A pop-up screen will open.



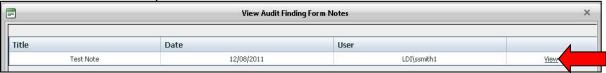
Enter the title and content into the appropriate fields. A note may be set to pop up every time this record is viewed by clicking the checkbox "Force this note to be read when opening the source detail." Click the "Save" button to create the note.



To view all notes associated with the form, click the "Open Notes" link.



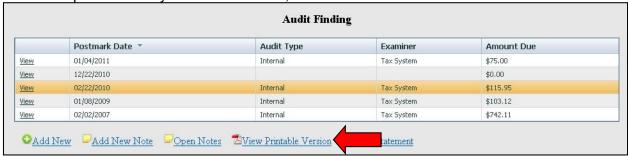
Click the "View" link to open the note.



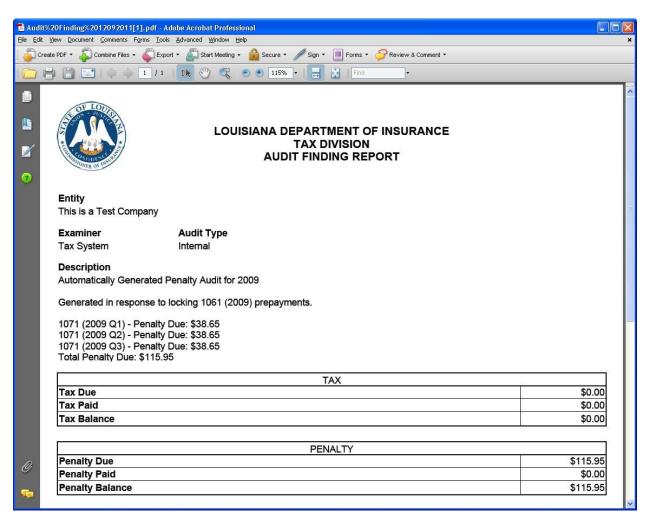
The Date, Title, and Content of the note are available for edit, as well as the "Pop Up" option. If any changes are made, click the "Update" button to save them.

### View Printable Version

To view a "printer-friendly" version of a form, click the "View Printable Version" link or icon.



The form will open in a PDF document.



### View Statement

To view an invoice, click the "View Statement" link or icon.



The invoice will open in a PDF document.

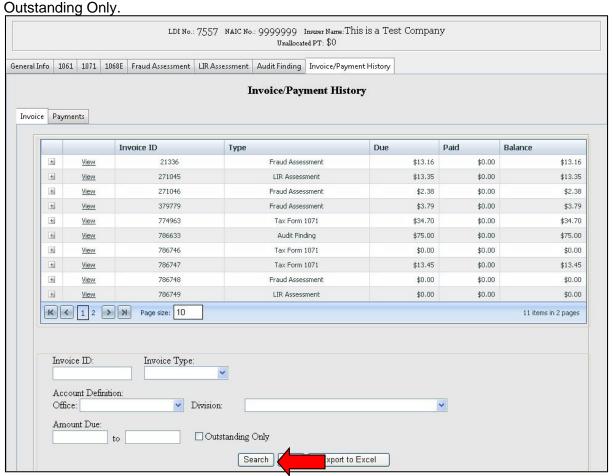


## **Invoice/Payment History**

#### Invoice

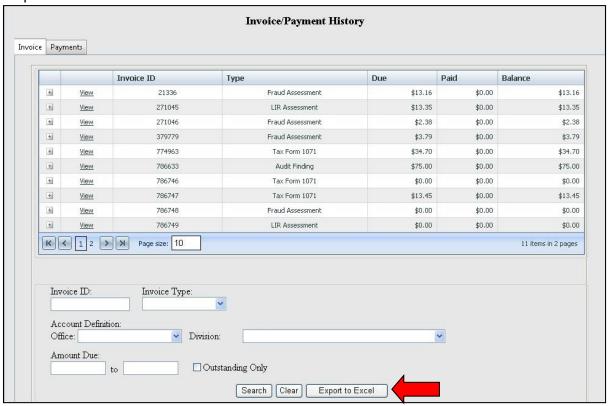
The invoice grid lists all invoices associated with the entity, in order by Invoice ID. Users can reorder the displayed results by clicking on one of the column names, displayed here as *Invoice ID, Type, Due, Paid* and *Balance*. Toggle between pages of results using the numbers or buttons at the bottom of the grid.

Users can search invoices using a variety of parameters, such as Invoice ID, Invoice Type, Account Definition, and Amount Due. There is a checkbox to filter search results by

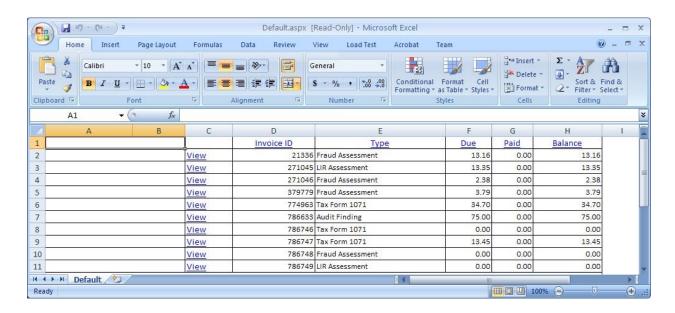


Once all desired parameters have been entered, generate search results by clicking the "Search" button. To clear these results and begin a new search, click the "Clear" button.

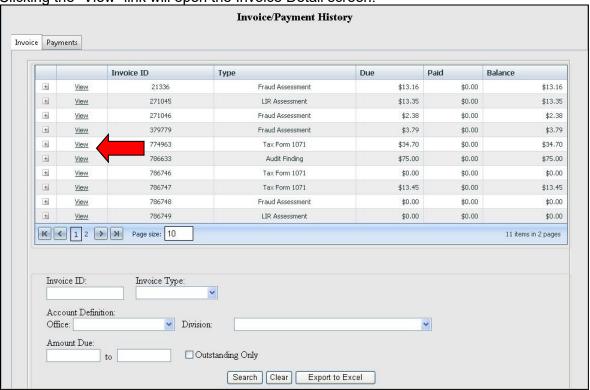
Users also have the option to export search results to an Excel spreadsheet by clicking the "Export to Excel" button.



The records will open in an Excel file.

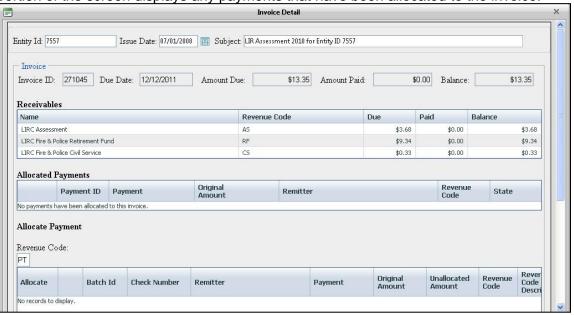


Clicking the "View" link will open the Invoice Detail screen.



The Invoice Detail screen displays details such as Entity ID, Issue Date, Subject, Invoice ID, Due Date, Amount Due, Amount Paid, and Balance. The Receivables portion of the screen displays a record of all receivables associated with the invoice. The Allocated Payments

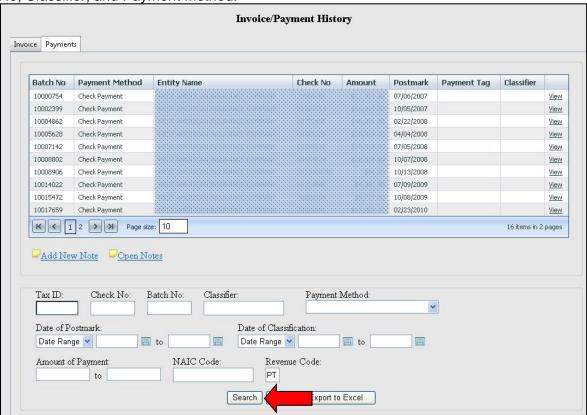
portion of the screen displays any payments that have been allocated to the invoice.



## **Payments**

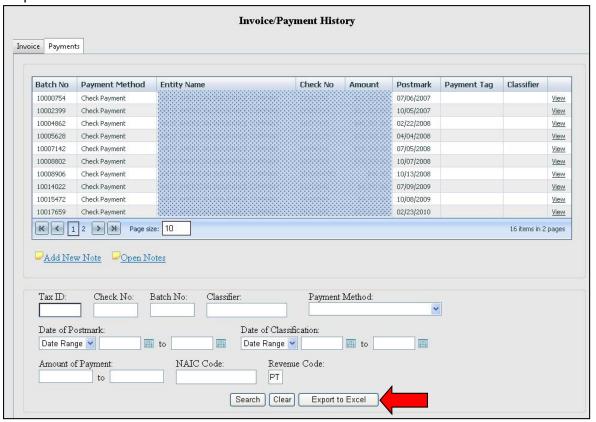
The payments grid lists all payments associated with the entity, in order by Batch Number. Users can reorder the displayed results by clicking on one of the column names, displayed here as *Batch No, Payment Method, Entity Name, Check No, Amount, Postmark, Payment Tag,* and *Classifier.* Toggle between pages of results using the numbers or buttons at the bottom of the grid.

Users can search payments using a variety of parameters, such as Tax ID, Check No, Batch No, Classifier, and Payment Method.

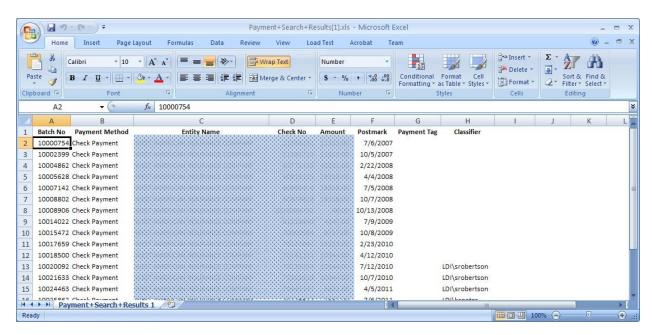


Once all desired parameters have been entered, generate search results by clicking the "Search" button. To clear these results and begin a new search, click the "Clear" button.

Users also have the option to export search results to an Excel spreadsheet by clicking the "Export to Excel" button.



The records will open in an Excel file.



Clicking the "View" link will open the Payment Detail screen. Invoice/Payment History Invoice Payments Classifier Batch No Payment Method Entity Name Check No Amount Postmark Payment Tag 10000754 Check Payment 07/06/2007 <u>View</u> 10002399 Check Payment 10/05/2007 View 10004862 Check Payment 02/22/2008 10005628 Check Payment 04/04/2008 <u>View</u> 10007142 07/05/2008 <u>View</u> 10008802 Check Payment 10/07/2008 <u>View</u> Check Payment 10/13/2008 View 10014022 Check Payment 07/09/2009 <u>View</u> 10015472 10/08/2009 View 10017659 Check Payment 02/23/2010 K ( 1 2 ) N Page size: 10 16 items in 2 pages ■Add New Note ■ Open Notes Check No: Classifier: Payment Method: Date of Classification: Date of Postmark: m to = Date Range 💌 i to Date Range 

Revenue Code:

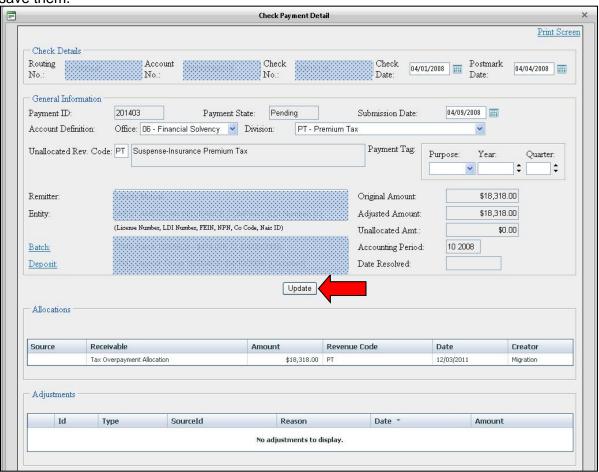
Search Clear Export to Excel

NAIC Code:

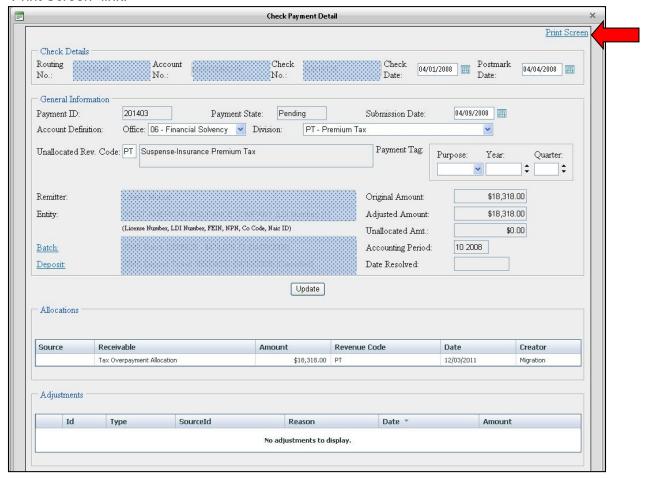
Amount of Payment:

The Payment Detail screen displays the check details as well as general information about the payment. The Allocations portion of the screen displays a record of all receivables associated with the invoice. The Adjustments portion of the screen displays any adjustments that have been made.

Fields in white can be edited by the user. If any changes are made, click the "Update" button to save them.



Users have the option to print a physical copy of the selected payment detail by clicking the "Print Screen" link.



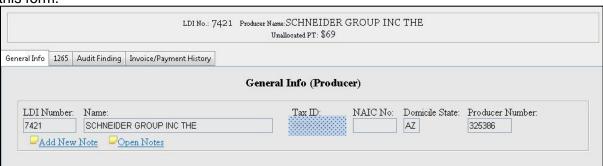
<u>Click here</u> to return to the beginning of this document.

#### **Producer**

The tabs on the Main screen for Producers are General Info, 1265, Audit Finding, and Invoice/Payment History.

# **General Info**

The General Info form displays the basic details of an entity, such as LDI Number, Name, Tax ID, NAIC Number, Domicile State, and Producer Number. Users may view and attach notes on this form.

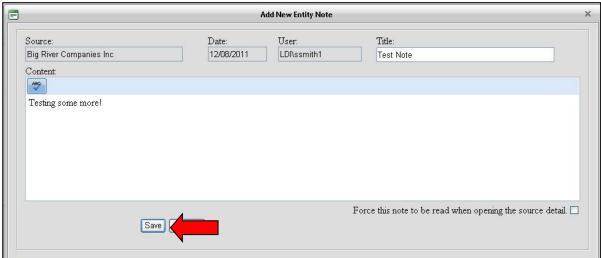


### Add and View Notes

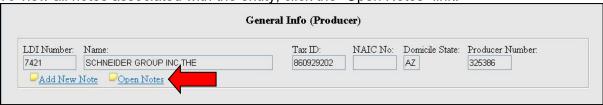
Users have the ability to attach notes to an entity for later reference. To add a new note, click on the "Add New Note" link or icon. A pop-up screen will open.



A note must include both a title and content. A note may be set to pop up every time this entity is viewed by clicking the checkbox which reads "Force this note to be read when opening the source detail." Click the "Save" button to create the note.



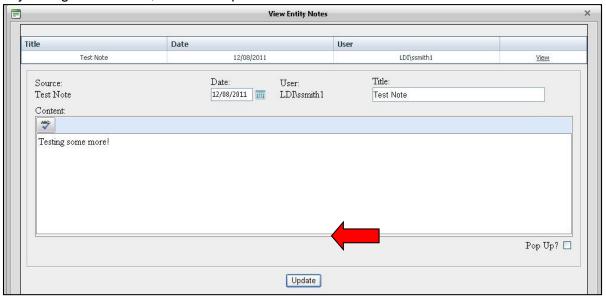
To view all notes associated with the entity, click the "Open Notes" link.



Click the "View" link to open the note.



The Date, Title, and Content of the note are available for edit, as well as the "Pop Up" option. If any changes are made, click the "Update" button to save them.

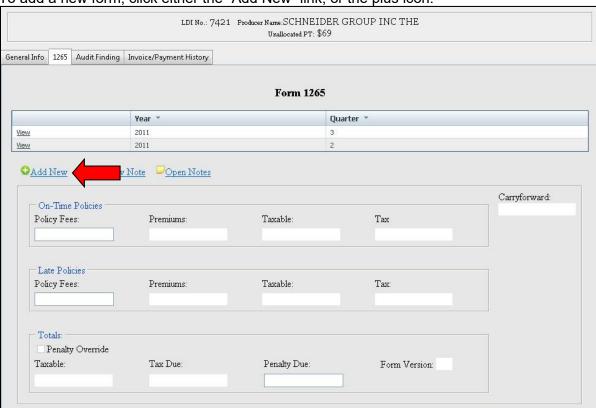


## **1265 Form**

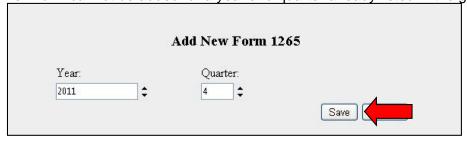
The 1265 Form screen allows users to add new 1265 forms, as well as verify and amend existing forms.

## **Add New 1265**

To add a new form, click either the "Add New" link, or the plus icon.



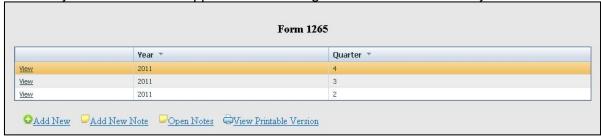
Select a year and quarter and click the "Save" button for the new form to appear in the grid. A new form cannot be added for a year and quarter already listed in the grid.



If the form is created successfully, a pop-up will appear. Click "OK" to continue.



The newly-created form will appear in the 1265 grid. It will be automatically selected.



Fields for fees, premiums, and taxes are listed below the grid.

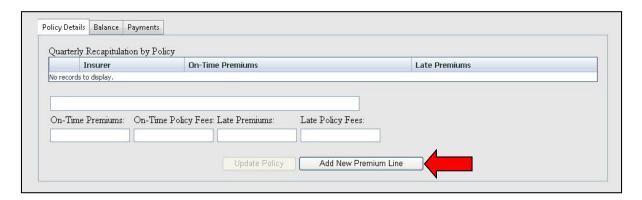


Selecting the "Penalty Override" checkbox allows the user to set the Penalty Due, instead of the system calculating it.

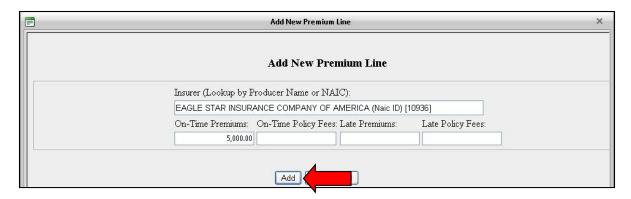
The "Allocate Payments" option will automatically allocate the payment. If the producer's account does not contain sufficient unallocated PT, it will perform a partial allocation and create a balance on the account.

## Add New Premium Line

To add a new premium line, click the "Add New Premium Line" button.



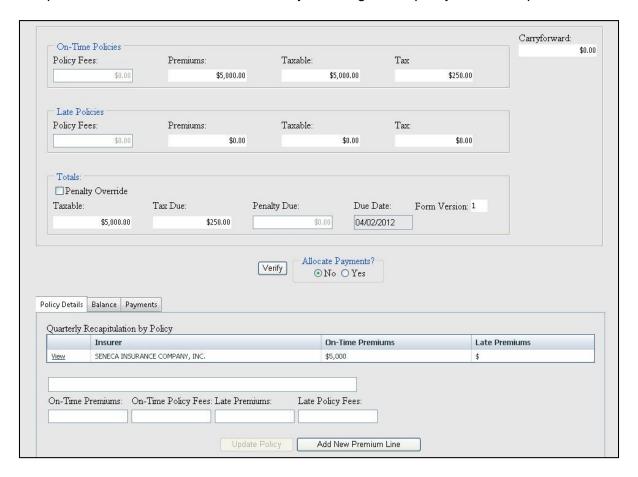
A pop-up window will appear. Users must enter an insurer as well as an amount into at least one of the following fields: On-Time Premiums, On-Time Policy Fees, Late Premiums, and Late Policy Fees.



A prompt will appear. Click the "OK" button to continue.

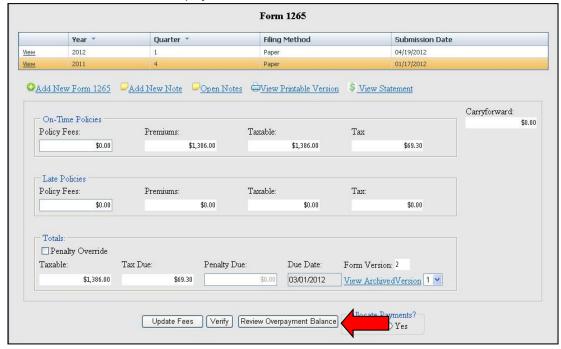


The premium line will be added to the Policy Details grid and policy fields will update.



## Review Overpayment Balance

Users have the ability to deselect payments to not be allocated to the invoice. On an unverified form, click the "Review Overpayment Balance" button.



The Overpayment Details popup displays a grid with all Payments associated with the form. All payments will be selected for allocation automatically. By default, the grid does not display payments without Poster Mark Dates or Deposit Ticket IDs. Users have the option to view these types of payments by clicking the links at the bottom of the screen.

To deselect a particular payment, click the checkbox in the "Allocate?" column. The deselected payment will not be allocated when the tax form is verified. If all payments are deselected, no money will be allocated.



Click the "Save Selections" button to save any changes made, or click the "Cancel" button to

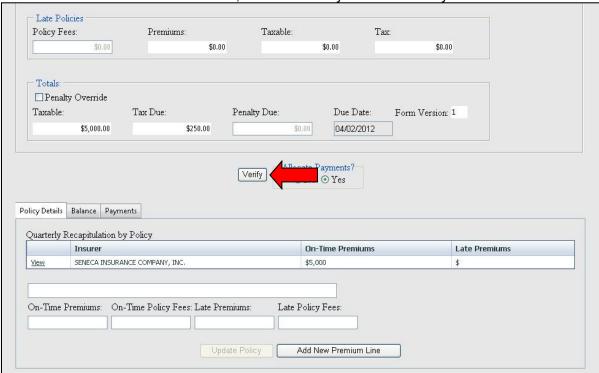
return to the form without making any changes.



The Overpayment Processing cannot be edited for a verified form. The form must first be amended and the payments de-allocated.

# **Verify 1265**

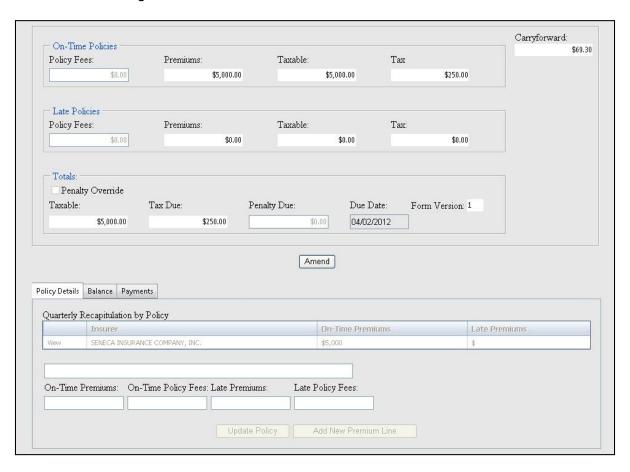
Once all selections have been made, click the "Verify" button to verify the form.



A prompt will appear. Click the "OK" button to continue.



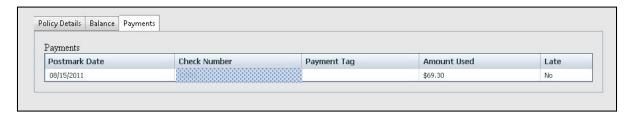
The "Verify" button is replaced by an "Amend" button. No further changes can be made to the form without clicking the "Amend" button.



When a form is verified for the first time, an invoice is created with receivables added. The amount due, amount paid, and the balance for each item appears in the Balance tab of the 1265 form.

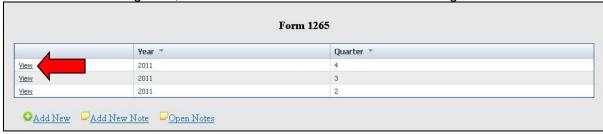


If the "Allocate Payments" option was selected, payment information becomes available in the Payments tab of the 1265 form.

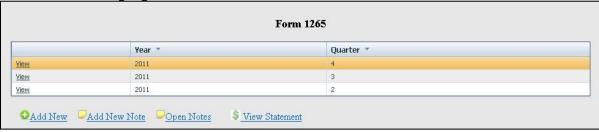


# **Amend 1265**

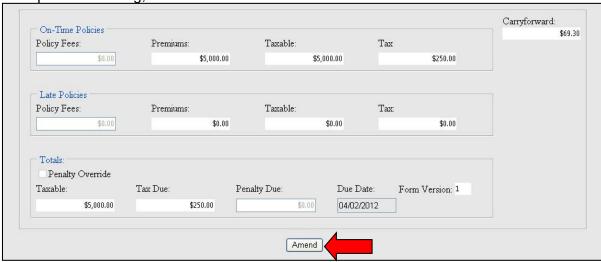
To amend an existing form, first click the "View" link to select it in the grid.



The form will be highlighted.



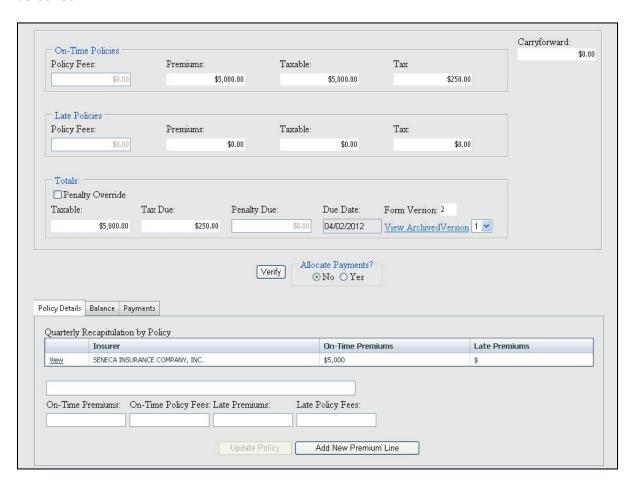
Values will load into the fields for fees, premiums, and taxes below the grid. To amend the form and open it for editing, click the "Amend" button.



A prompt will appear. Click the "OK" button to continue.

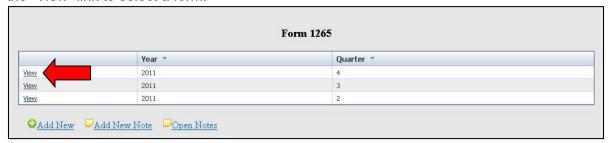


When a form is amended, all payments are deallocated and the invoice is zeroed out with negative receivables. The "Amend" button is replaced by a "Verify" button. All fields may now be edited.

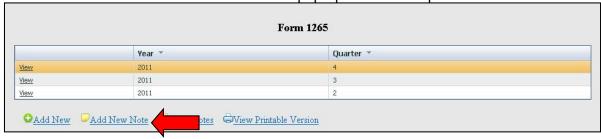


### Add and View Notes

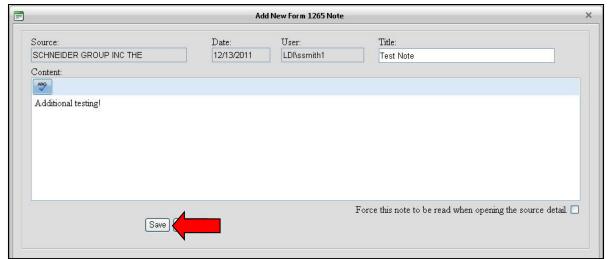
Users have the ability to attach notes to a form for later reference. To add a new note, first click the "View" link to select a form.



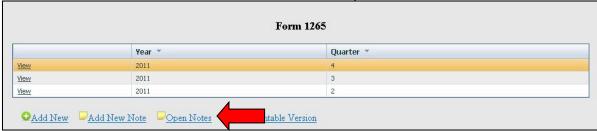
Then click the "Add New Note" link or icon. A pop-up screen will open.



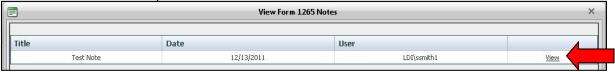
Enter the title and content into the appropriate fields. A note may be set to pop up every time this form is viewed by clicking the checkbox "Force this note to be read when opening the source detail." Click the "Save" button to create the note.



To view all notes associated with the form, click the "Open Notes" link.



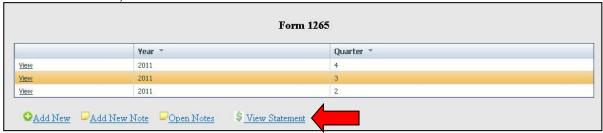
Click the "View" link to open the note.



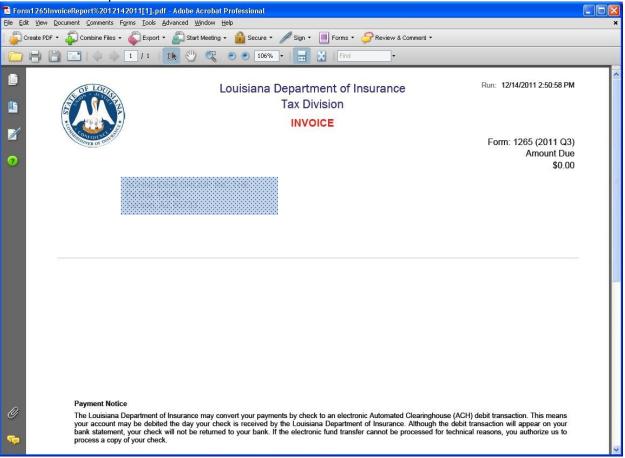
The Date, Title, and Content of the note are available for edit, as well as the "Pop Up" option. If any changes are made, click the "Update" button to save them.

## View Statement

To view an invoice, click the "View Statement" link or icon.

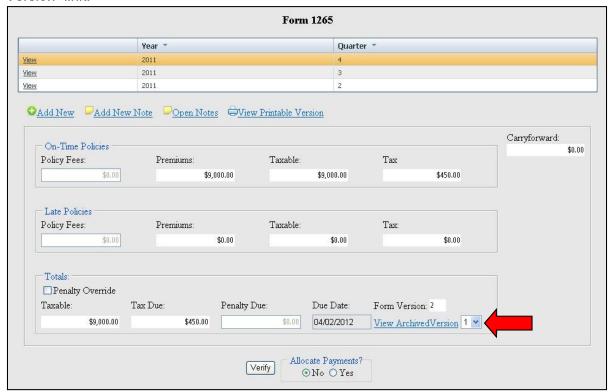


The invoice will open in a PDF document.

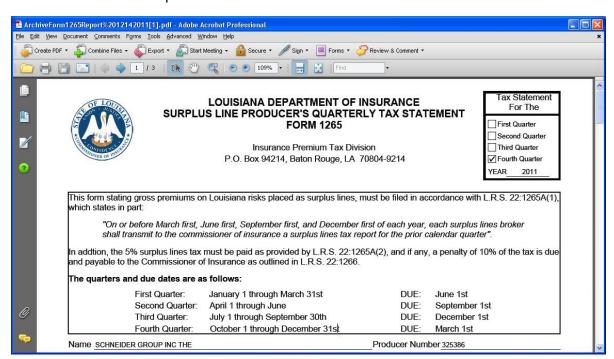


### View Archived Version

To view an archived version of a form, select the version number and click the "View Archived Version" link.

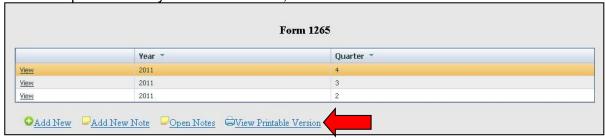


The archived form will open in a PDF document.

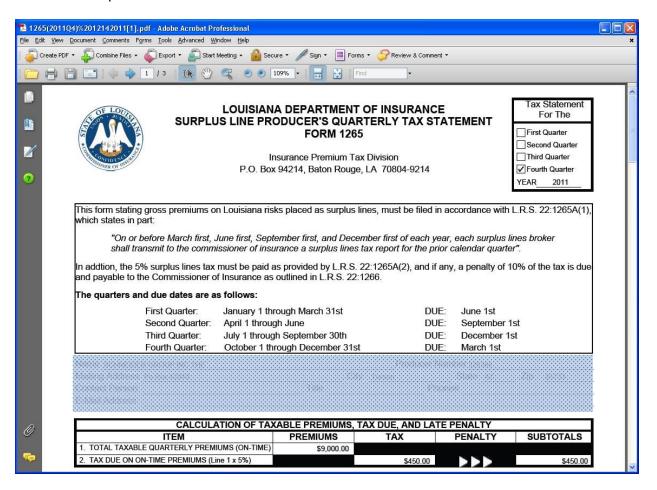


### View Printable Version

To view a "printer-friendly" version of a form, click the "View Printable Version" link or icon.



The form will open in a PDF document.



## **Audit Finding**

The Audit Finding screen allows users to add new audit findings, as well as amend audit findings.

## Add New Audit

To add a new audit finding, click either the "Add New" link, or the plus icon.



Users can select a Date, Type, and Examiner, as well as add the Tax Due, Penalty Due, and Description. Click the "Save" button for the new form to appear in the grid.

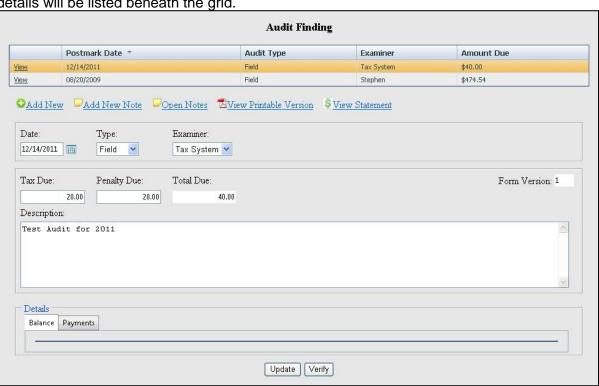


If the form is created successfully, a pop-up will appear. Click "OK" to continue.



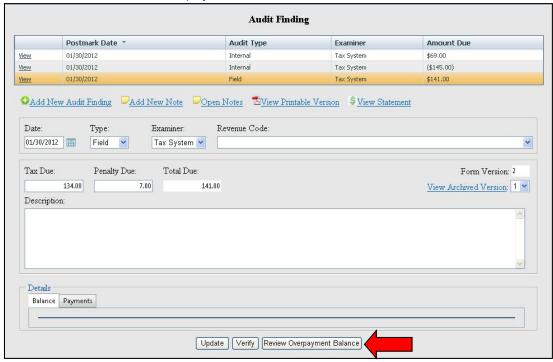
The newly-created audit finding will be automatically selected in the grid. The audit finding

details will be listed beneath the grid.



## Review Overpayment Balance

Users have the ability to deselect payments to not be allocated to the invoice. On an unverified form, click the "Review Overpayment Balance" button.



The Overpayment Details popup displays a grid with all Payments associated with the form. All payments will be selected for allocation automatically. By default, the grid does not display payments without Poster Mark Dates or Deposit Ticket IDs. Users have the option to view these types of payments by clicking the links at the bottom of the screen.

To deselect a particular payment, click the checkbox in the "Allocate?" column. The deselected payment will not be allocated when the tax form is verified. If all payments are deselected, no money will be allocated.



Click the "Save Selections" button to save any changes made, or click the "Cancel" button to

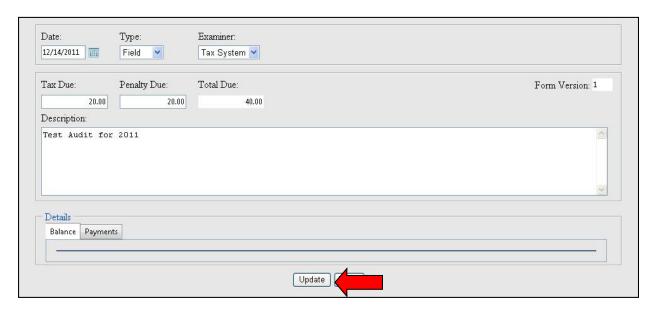
return to the form without making any changes.



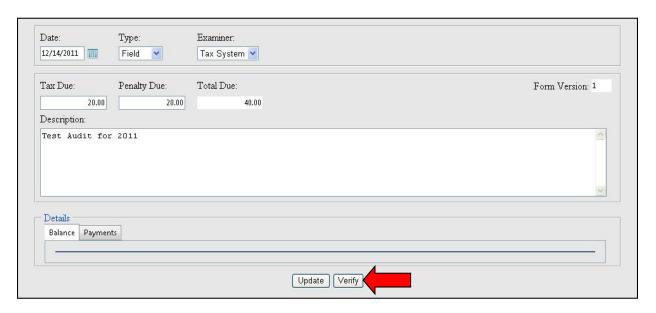
The Overpayment Processing cannot be edited for a verified form. The form must first be amended and the payments de-allocated.

# Verify Audit Finding

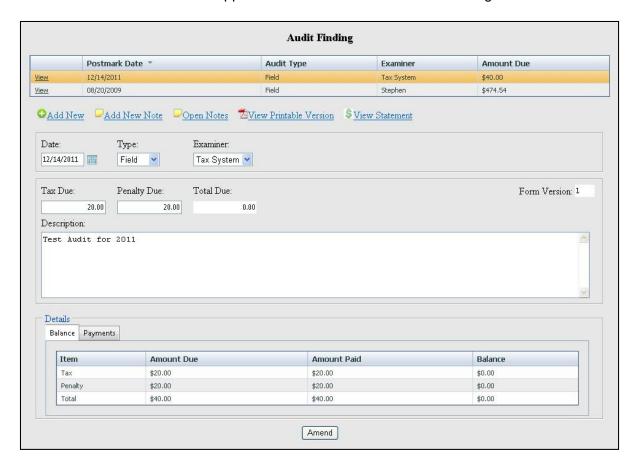
Before verifying a form, users should click the "Update" button. Changed fields will update the audit finding grid above.



After all fields have been reviewed, click the "Verify" button.



When a form is verified, receivables are added to the invoice. The amount due, amount paid, and the balance for each item appears in the Balance tab of the Details grid.



Payment information appears in the Payments tab of the Details grid.



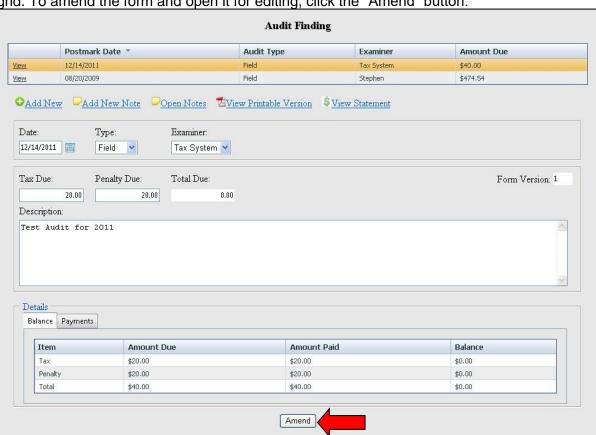
The "Update" and "Verify" buttons are replaced by an "Amend" button. No further changes can be made to the form without clicking the "Amend" button.

# Amend Audit Finding

To amend an existing audit finding, first click the "View" link to select it in the grid.



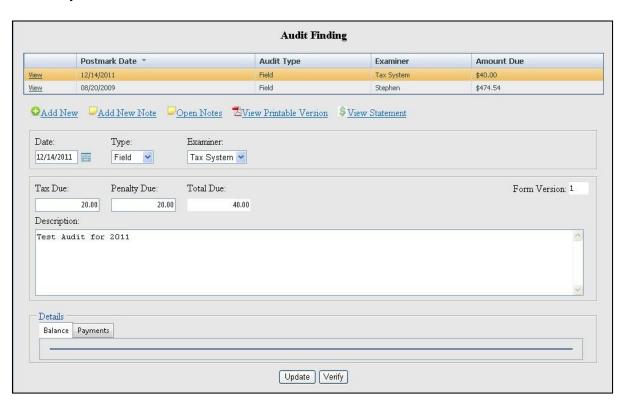
The form will be highlighted. Values will load into the fields for audit finding details below the grid. To amend the form and open it for editing, click the "Amend" button.



A prompt will appear. Click the "OK" button to continue.



When a form is amended, all payments are deallocated and the invoice is zeroed out with negative receivables. The "Amend" button is replaced by "Update" and "Verify" buttons. All fields may now be edited.



#### Add and View Notes

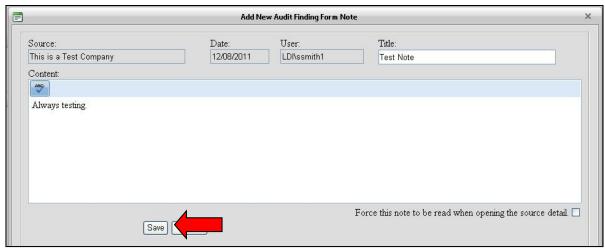
Users have the ability to attach notes to a record for later reference. To add a new note, first click the "View" link to select a record.



Then click the "Add New Note" link or icon. A pop-up screen will open.



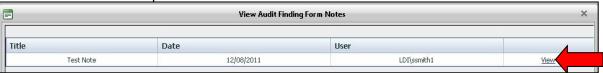
Enter the title and content into the appropriate fields. A note may be set to pop up every time this record is viewed by clicking the checkbox "Force this note to be read when opening the source detail." Click the "Save" button to create the note.



To view all notes associated with the form, click the "Open Notes" link.



Click the "View" link to open the note.



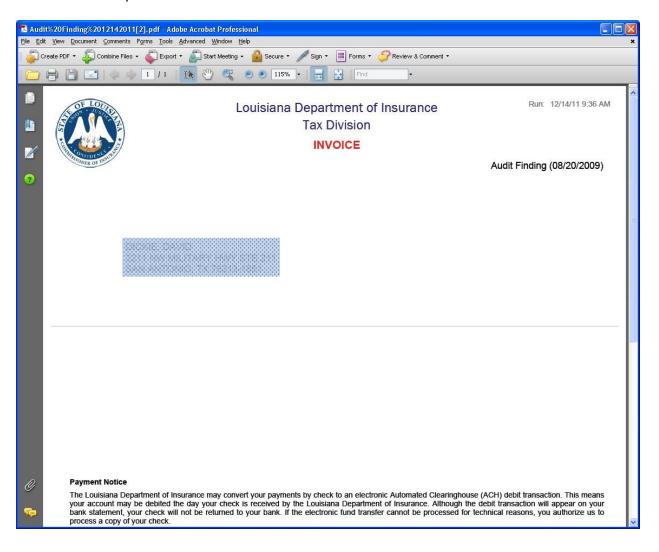
The Date, Title, and Content of the note are available for edit, as well as the "Pop Up" option. If any changes are made, click the "Update" button to save them.

#### View Statement

To view an invoice, click the "View Statement" link or icon.

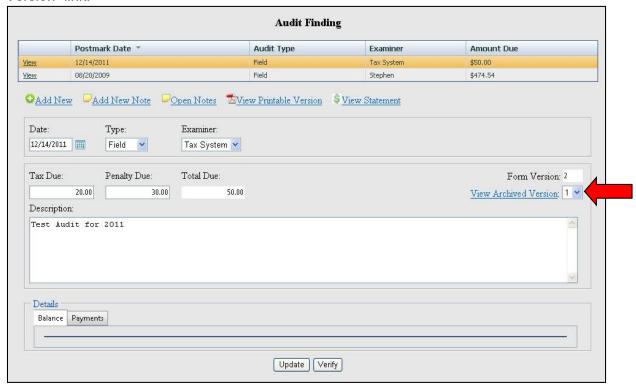


The invoice will open in a PDF document.

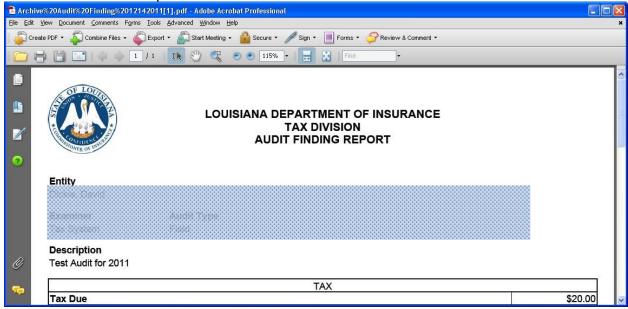


#### View Archived Version

To view an archived version of a form, select the version number and click the "View Archived Version" link.

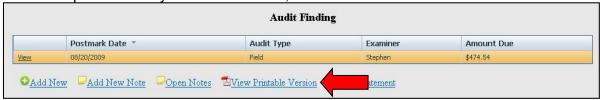


The archived form will open in a PDF document.

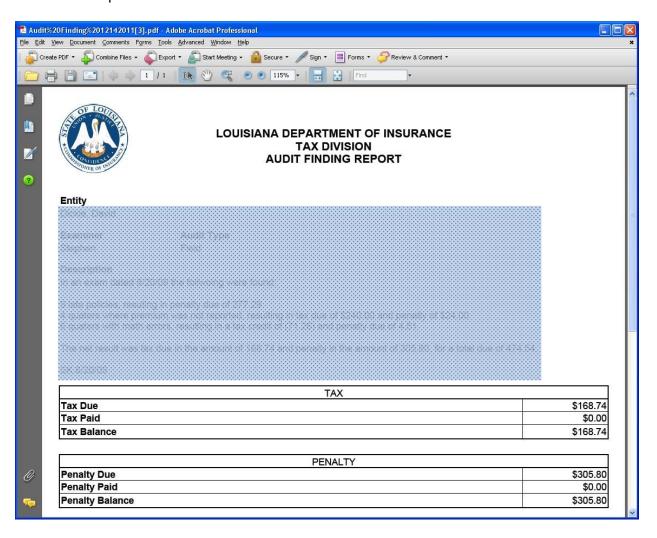


#### View Printable Version

To view a "printer-friendly" version of a form, click the "View Printable Version" link or icon.



The form will open in a PDF document.



# **Invoice/Payment History**

#### Invoice

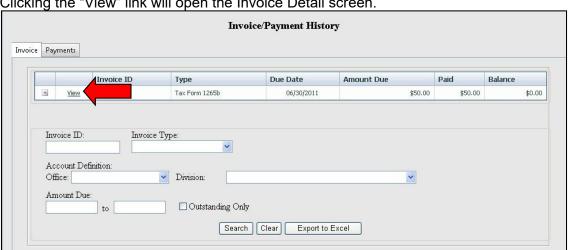
The invoice grid lists all invoices associated with the entity, in order by Invoice ID. Users can reorder the displayed results by clicking on one of the column names, displayed here as Invoice ID, Type, Due, Paid and Balance. Toggle between pages of results using the numbers or buttons at the bottom of the grid.

Users can search invoices using a variety of parameters, such as Invoice ID, Invoice Type, Account Definition, and Amount Due. There is a checkbox to filter search results by



Once all desired parameters have been entered, generate search results by clicking the "Search" button. To clear these results and begin a new search, click the "Clear" button.

Users also have the option to export search results to an Excel spreadsheet by clicking the "Export to Excel" button.



The Invoice Detail screen displays details such as Entity ID, Issue Date, Subject, Invoice ID, Due Date, Amount Due, Amount Paid, and Balance. The Receivables portion of the screen displays a record of all receivables associated with the invoice. The Allocated Payments



# **Payments**

The payments grid lists all payments associated with the entity, in order by Batch Number. Users can reorder the displayed results by clicking on one of the column names, displayed here as *Batch No, Payment Method, Entity Name, Check No, Amount, Postmark, Payment Tag,* and *Classifier.* Toggle between pages of results using the numbers or buttons at the bottom of the grid.

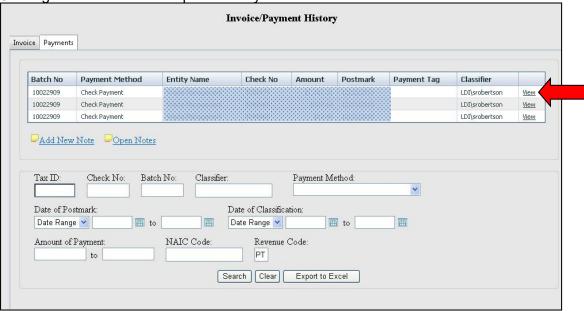
Users can search payments using a variety of parameters, such as Tax ID, Check No, Batch No, Classifier, and Payment Method.



Once all desired parameters have been entered, generate search results by clicking the "Search" button. To clear these results and begin a new search, click the "Clear" button.

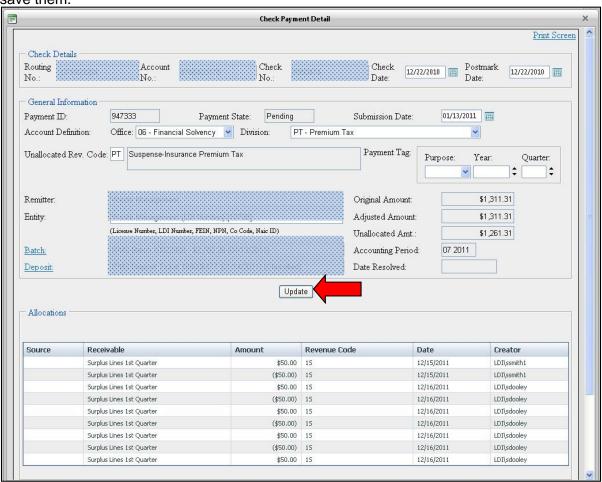
Users also have the option to export search results to an Excel spreadsheet by clicking the "Export to Excel" button.

Clicking the "View" link will open the Payment Detail screen.

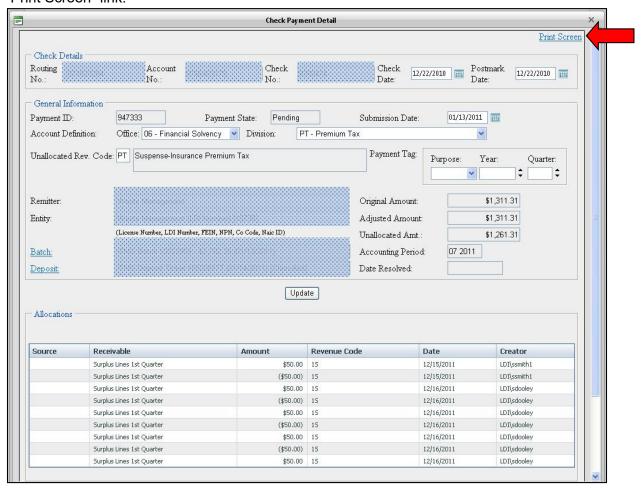


The Payment Detail screen displays the check details as well as general information about the payment. The Allocations portion of the screen displays a record of all receivables associated with the invoice. The Adjustments portion of the screen displays any adjustments that have been made.

Fields in white can be edited by the user. If any changes are made, click the "Update" button to save them.



Users have the option to print a physical copy of the selected payment detail by clicking the "Print Screen" link.

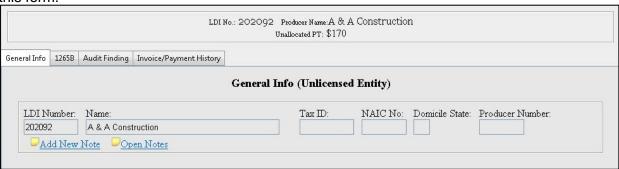


# **Unlicensed Entity**

The tabs on the Main screen for Unlicensed Entities are General Info, 1265B, Audit Finding, and Invoice/Payment History.

# **General Info**

The General Info form displays the basic details of an entity, such as LDI Number, Name, Tax ID, NAIC Number, Domicile State and Producer Number. Users may view and attach notes on this form.

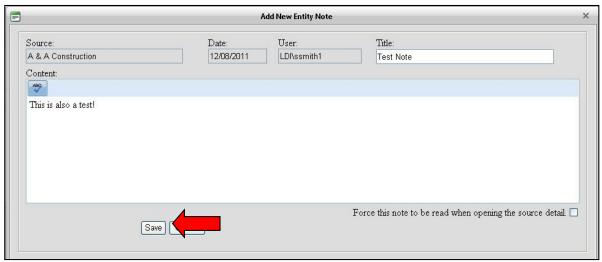


#### Add and View Notes

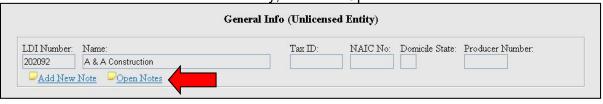
Users have the ability to attach notes to an entity for later reference. To add a new note, click on the "Add New Note" link or icon. A pop-up screen will open.



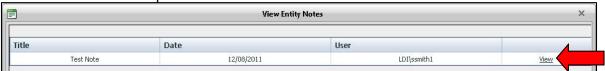
A note must include both a title and content. A note may be set to pop up every time this entity is viewed by clicking the checkbox which reads "Force this note to be read when opening the source detail." Click the "Save" button to create the note.



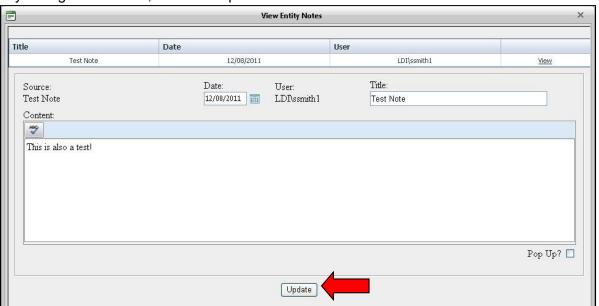
To view all notes associated with the entity, click the "Open Notes" link.



Click the "View" link to open the note.



The Date, Title, and Content of the note are available for edit, as well as the "Pop Up" option. If any changes are made, click the "Update" button to save them.

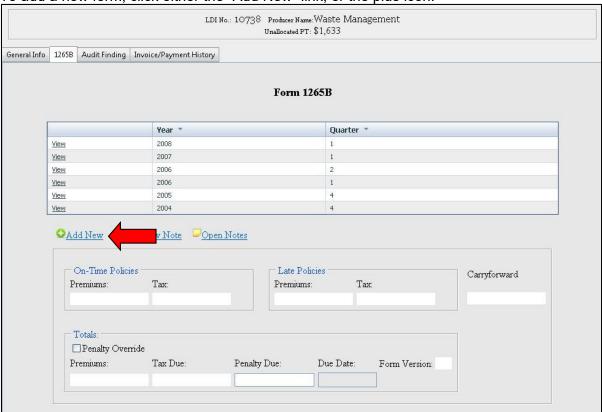


# **1265B Form**

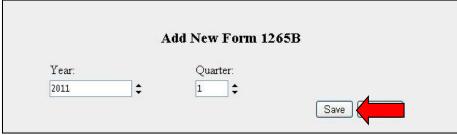
The 1265B Form screen allows users to add new 1265B forms, as well as verify and amend existing forms.

# Add New 1265B

To add a new form, click either the "Add New" link, or the plus icon.



Select a year and quarter and click the "Save" button for the new form to appear in the grid. A new form cannot be added for a year and quarter already listed in the grid.

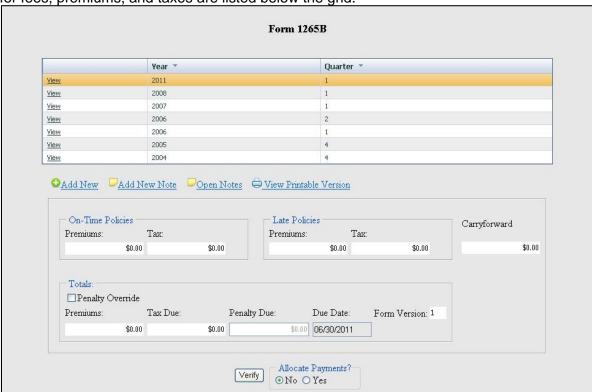


If the form is created successfully, a pop-up will appear. Click "OK" to continue.



The newly-created form will appear in the 1265B grid. It will be automatically selected. Fields

for fees, premiums, and taxes are listed below the grid.

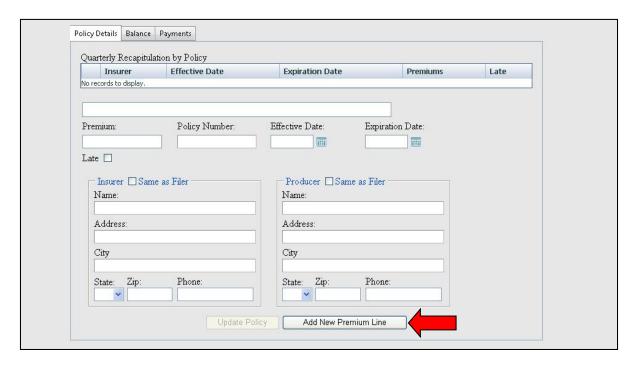


Selecting the "Penalty Override" checkbox allows the user to set the Penalty Due, instead of the system calculating it.

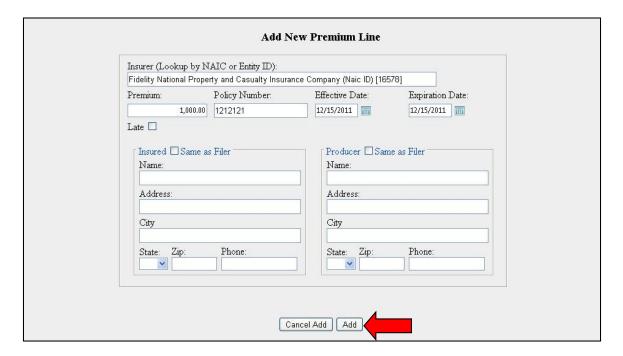
The "Allocate Payments" option will automatically allocate the payment. If the producer's account does not contain sufficient unallocated PT, it will perform a partial allocation and create a balance on the account.

#### Add New Premium Line

To add a new premium line, click the "Add New Premium Line" button.



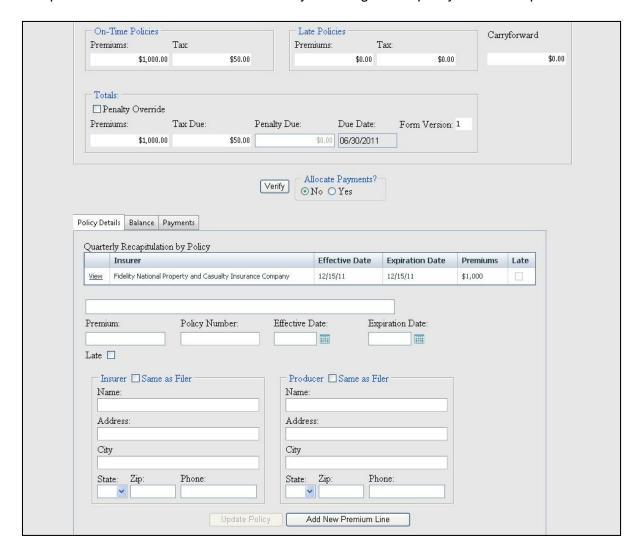
A pop-up window will appear. Users must enter an insurer as well as a premium amount and policy number. Select the effective date and expiration date, and check the "Late" checkbox if the payment is late. Users can also and include the address of the Insured and Producer. Click the "Same as Filer" checkbox if the Insured or Producer is filing.



A prompt will appear. Click the "OK" button to continue.

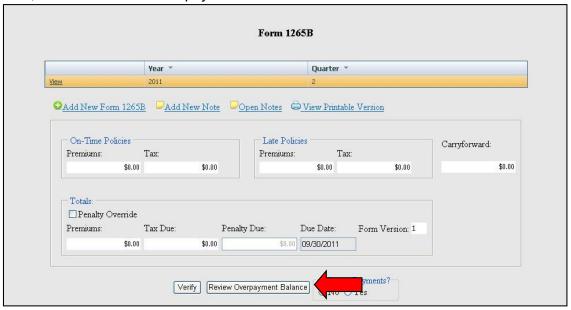


The premium line will be added to the Policy Details grid and policy fields will update.



# Review Overpayment Balance

Users have the ability to deselect payments to not be allocated to the invoice. On an unverified form, click the "Review Overpayment Balance" button.



The Overpayment Details popup displays a grid with all Payments associated with the form. All payments will be selected for allocation automatically. By default, the grid does not display payments without Poster Mark Dates or Deposit Ticket IDs. Users have the option to view these types of payments by clicking the links at the bottom of the screen.

To deselect a particular payment, click the checkbox in the "Allocate?" column. The deselected payment will not be allocated when the tax form is verified. If all payments are deselected, no money will be allocated. If all payments are deselected, no money will be allocated.



Click the "Save Selections" button to save any changes made, or click the "Cancel" button to

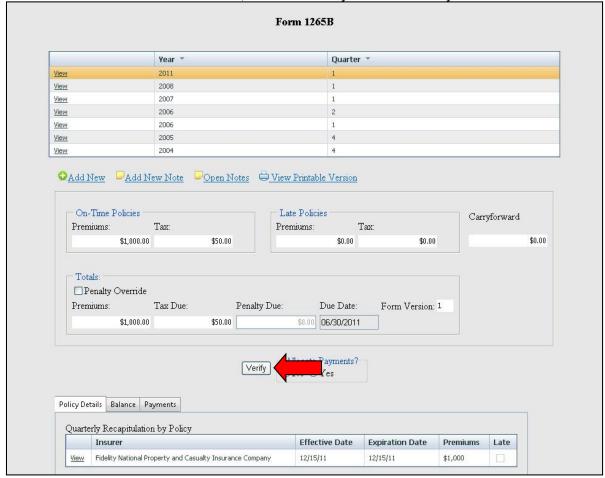
return to the form without making any changes.



The Overpayment Processing cannot be edited for a verified form. The form must first be amended and the payments de-allocated.

# Verify 1265B

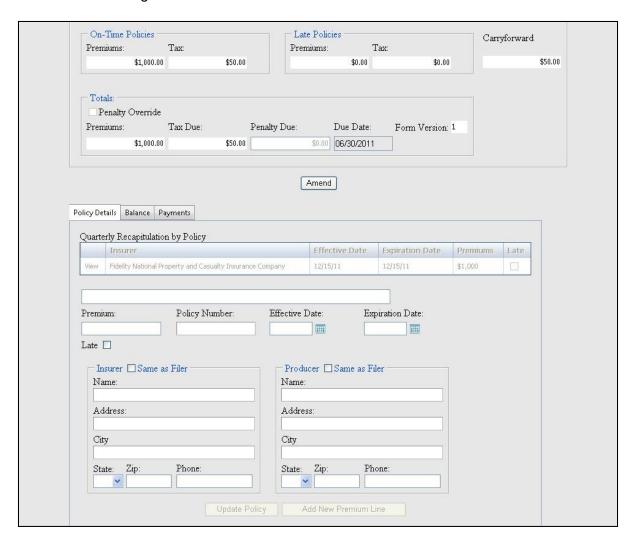
Once all selections have been made, click the "Verify" button to verify the form.



A prompt will appear. Click the "OK" button to continue.



The "Verify" button is replaced by an "Amend" button. No further changes can be made to the form without clicking the "Amend" button.



When a form is verified for the first time, an invoice is created with receivables added. The amount due, amount paid, and the balance for each item appears in the Balance tab of the 1265B form.

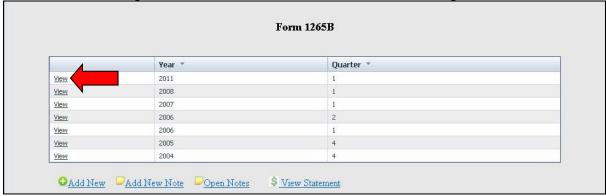


If the user chose the "Allocate Payments" option, payment information becomes available in the Payments tab of the 1265B form.

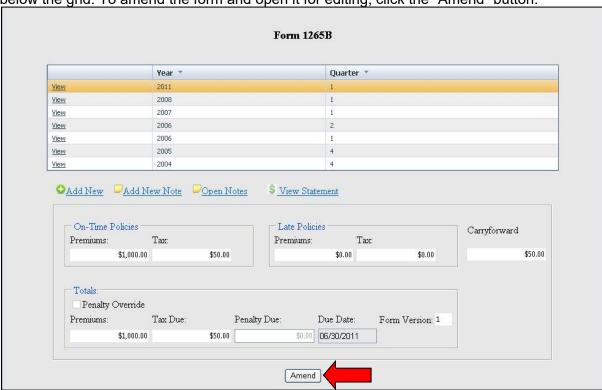


# **Amend 1265B**

To amend an existing form, first click the "View" link to select it in the grid.



The form will be highlighted. Values will load into the fields for fees, premiums, and taxes below the grid. To amend the form and open it for editing, click the "Amend" button.

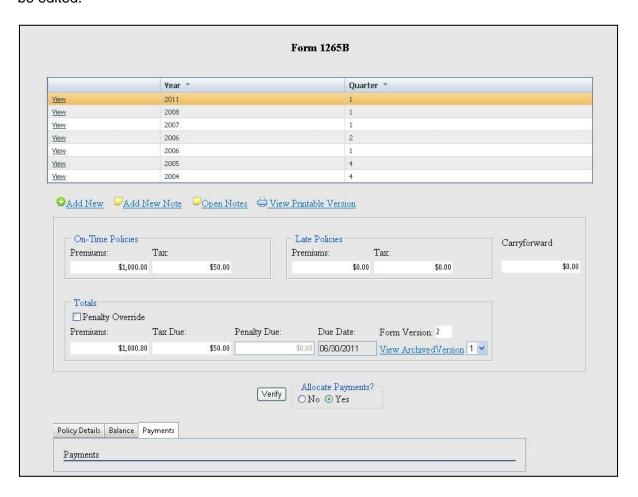


prompt will appear. Click the "OK" button to continue.



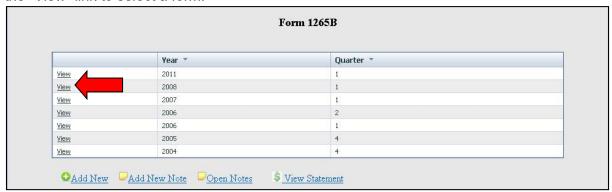
Α

When a form is amended, all payments are deallocated and the invoice is zeroed out with negative receivables. The "Amend" button is replaced by a "Verify" button. All fields may now be edited.

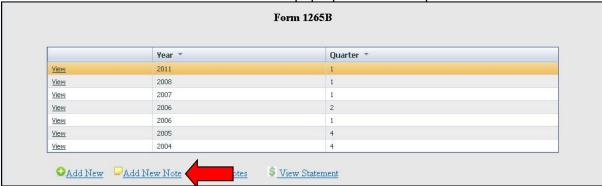


#### Add and View Notes

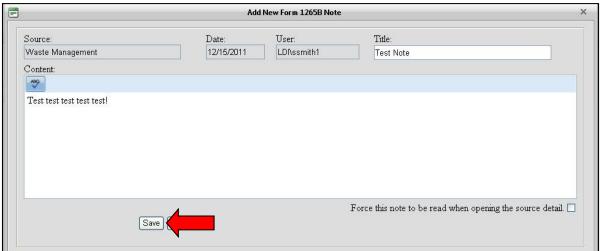
Users have the ability to attach notes to a form for later reference. To add a new note, first click the "View" link to select a form.



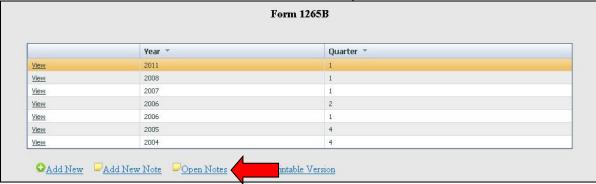
Then click the "Add New Note" link or icon. A pop-up screen will open.



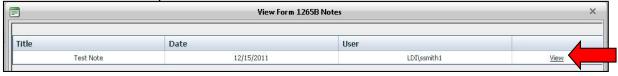
Enter the title and content into the appropriate fields. A note may be set to pop up every time this form is viewed by clicking the checkbox "Force this note to be read when opening the source detail." Click the "Save" button to create the note.



To view all notes associated with the form, click the "Open Notes" link.



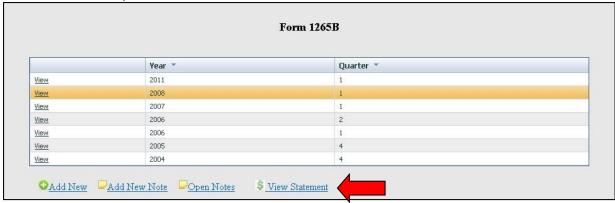
Click the "View" link to open the note.



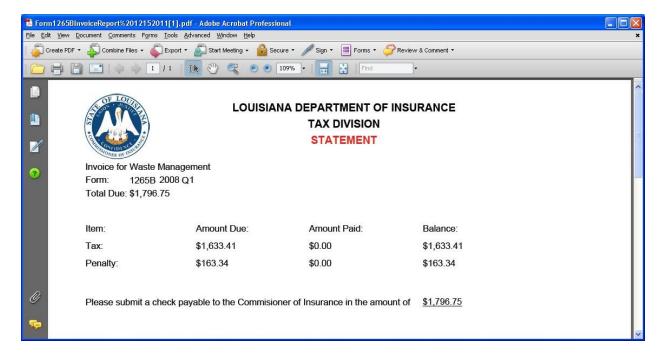
The Date, Title, and Content of the note are available for edit, as well as the "Pop Up" option. If any changes are made, click the "Update" button to save them.

# View Statement

To view an invoice, click the "View Statement" link or icon.

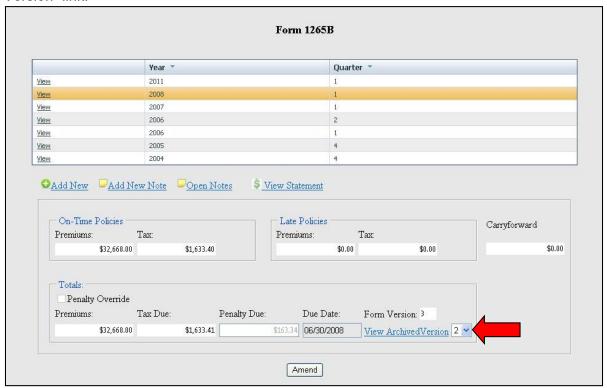


The invoice will open in a PDF document.

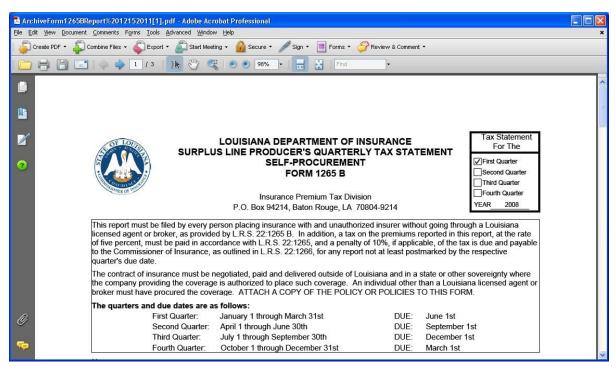


#### View Archived Version

To view an archived version of a form, select the version number and click the "View Archived Version" link.

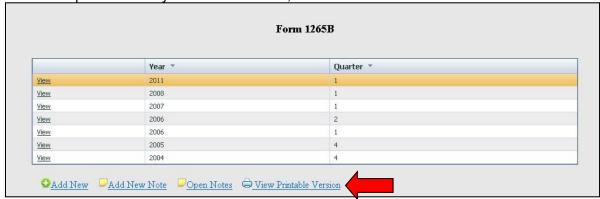


The archived form will open in a PDF document.

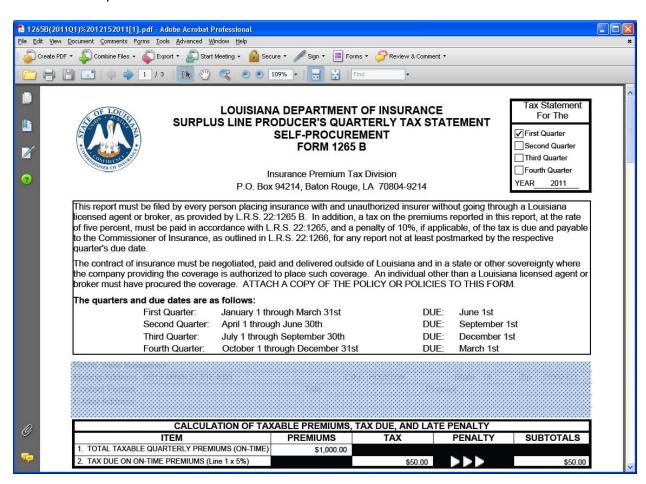


#### View Printable Version

To view a "printer-friendly" version of a form, click the "View Printable Version" link or icon.



The form will open in a PDF document.

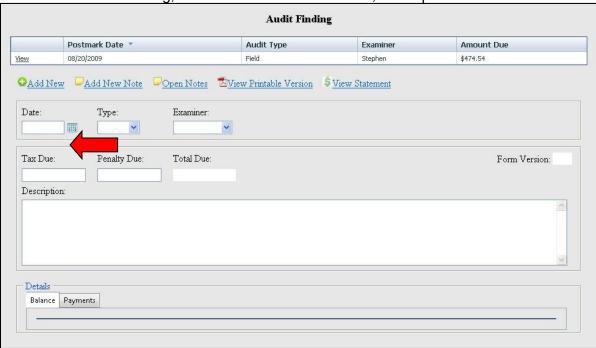


# **Audit Finding**

The Audit Finding screen allows users to add new audit findings, as well as amend existing audit findings.

# Add New Audit

To add a new audit finding, click either the "Add New" link, or the plus icon.



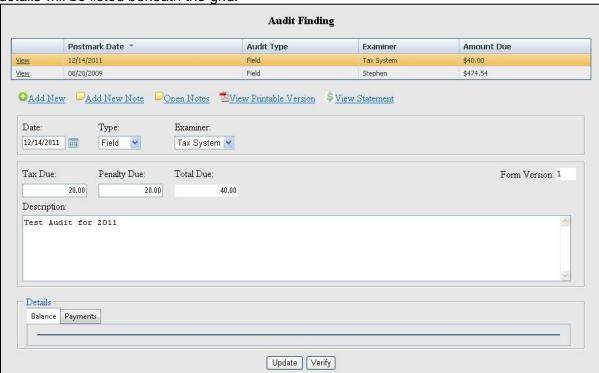
Users can select a Date, Type, and Examiner, as well as add the Tax Due, Penalty Due, and Description. Click the "Save" button for the new form to appear in the grid.



If the form is created successfully, a pop-up will appear. Click "OK" to continue.

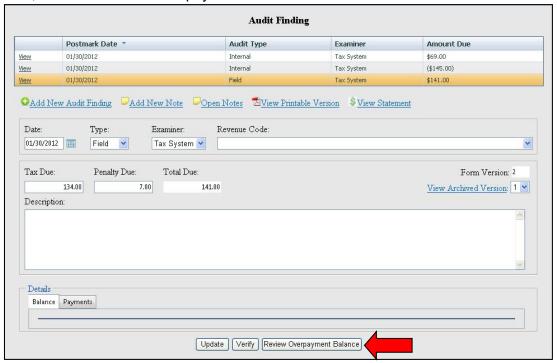


The newly-created audit finding will be automatically selected in the grid. The audit finding details will be listed beneath the grid.



# Review Overpayment Balance

Users have the ability to deselect payments to not be allocated to the invoice. On an unverified form, click the "Review Overpayment Balance" button.



The Overpayment Details popup displays a grid with all Payments associated with the form. All payments will be selected for allocation automatically. By default, the grid does not display payments without Poster Mark Dates or Deposit Ticket IDs. Users have the option to view these types of payments by clicking the links at the bottom of the screen.

To deselect a particular payment, click the checkbox in the "Allocate?" column. The deselected payment will not be allocated when the tax form is verified. If all payments are deselected, no money will be allocated.



Click the "Save Selections" button to save any changes made, or click the "Cancel" button to

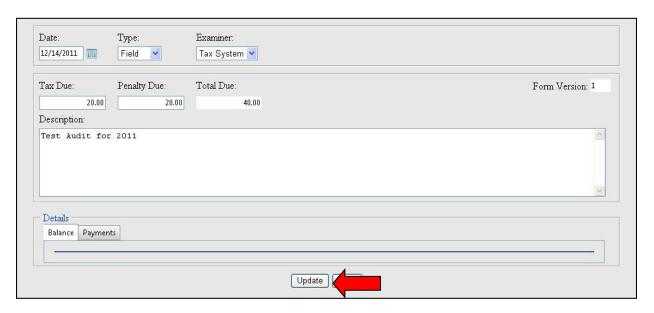
return to the form without making any changes.



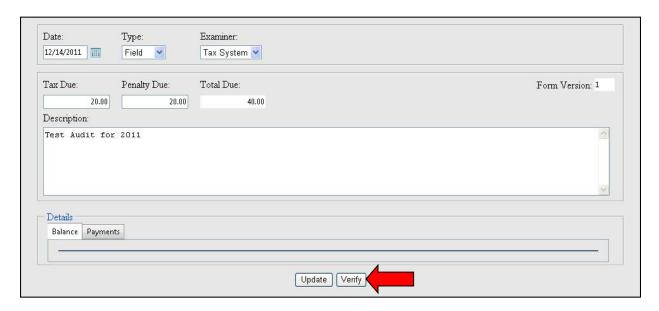
The Overpayment Processing cannot be edited for a verified form. The form must first be amended and the payments de-allocated.

# Verify Audit Finding

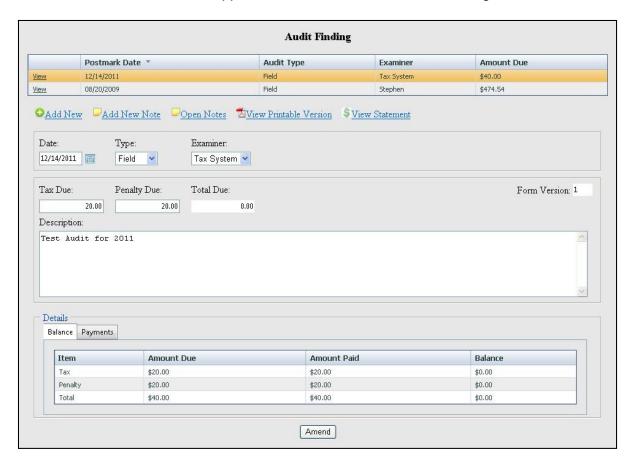
Before verifying a form, users should click the "Update" button. Changed fields will update the audit finding grid above.



After all fields have been reviewed, click the "Verify" button.



When a form is verified, receivables are added to the invoice. The amount due, amount paid, and the balance for each item appears in the Balance tab of the Details grid.



Payment information appears in the Payments tab of the Details grid.



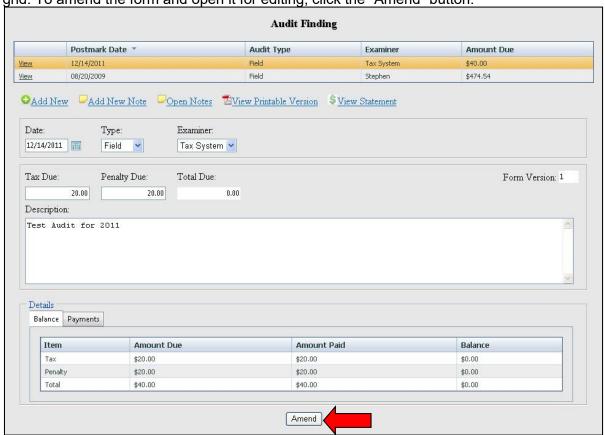
The "Update" and "Verify" buttons are replaced by an "Amend" button. No further changes can be made to the form without clicking the "Amend" button.

# Amend Audit Finding

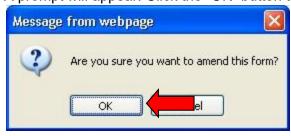
To amend an existing audit finding, first click the "View" link to select it in the grid.



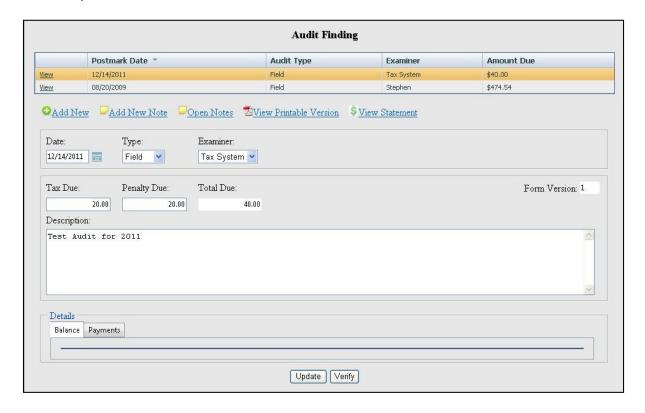
The form will be highlighted. Values will load into the fields for audit finding details below the grid. To amend the form and open it for editing, click the "Amend" button.



A prompt will appear. Click the "OK" button to continue.



When a form is amended, all payments are deallocated and the invoice is zeroed out with negative receivables. The "Amend" button is replaced by "Update" and "Verify" buttons. All fields may now be edited.



#### Add and View Notes

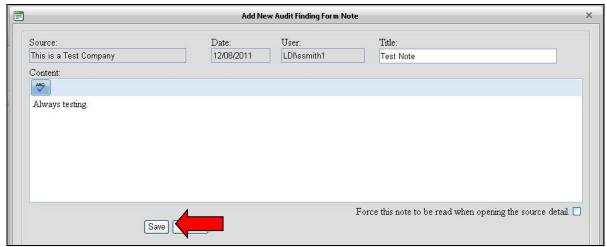
Users have the ability to attach notes to a record for later reference. To add a new note, first click the "View" link to select a record.



Then click the "Add New Note" link or icon. A pop-up screen will open.



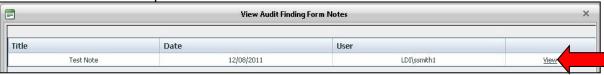
Enter the title and content into the appropriate fields. A note may be set to pop up every time this record is viewed by clicking the checkbox "Force this note to be read when opening the source detail." Click the "Save" button to create the note.



To view all notes associated with the form, click the "Open Notes" link.



Click the "View" link to open the note.



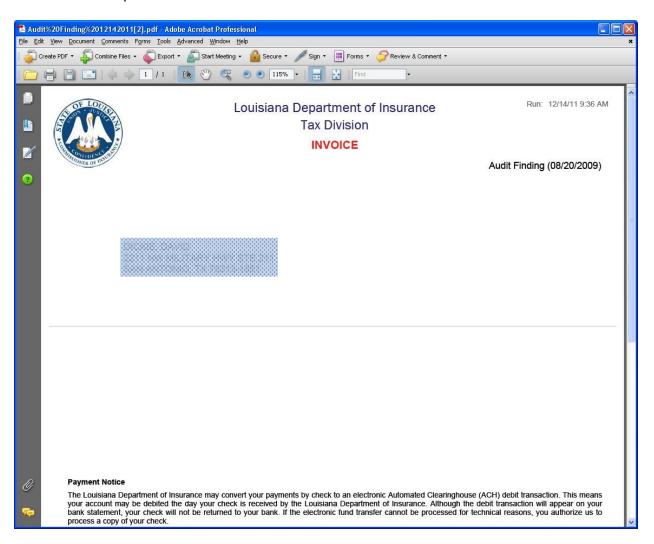
The Date, Title, and Content of the note are available for edit, as well as the "Pop Up" option. If any changes are made, click the "Update" button to save them.

#### View Statement

To view an invoice, click the "View Statement" link or icon.

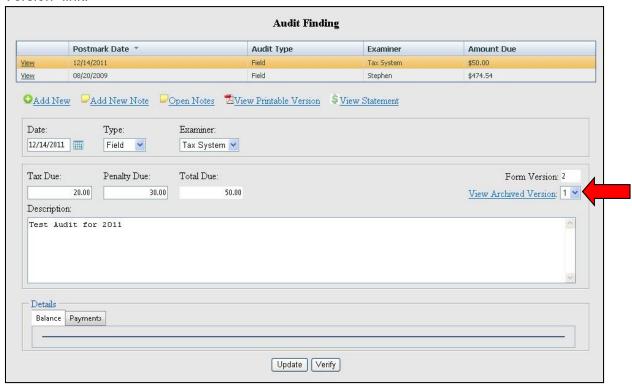


The invoice will open in a PDF document.

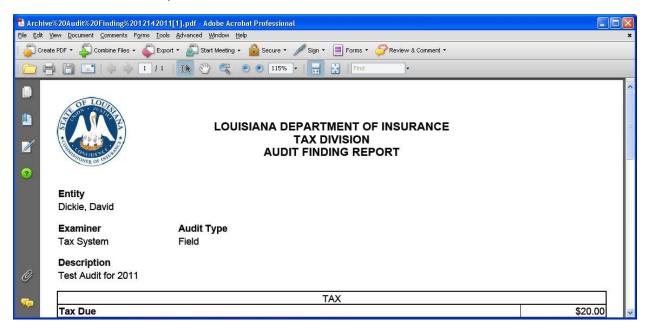


#### View Archived Version

To view an archived version of a form, select the version number and click the "View Archived Version" link.



The archived form will open in a PDF document.

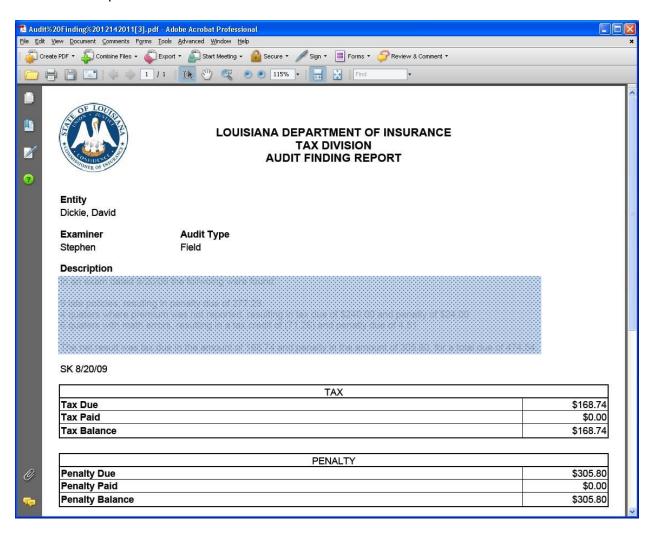


## View Printable Version

To view a "printer-friendly" version of a form, click the "View Printable Version" link or icon.



The form will open in a PDF document.



## **Invoice/Payment History**

#### Invoice

The invoice grid lists all invoices associated with the entity, in order by Invoice ID. Users can reorder the displayed results by clicking on one of the column names, displayed here as *Invoice ID, Type, Due, Paid* and *Balance*. Toggle between pages of results using the numbers or buttons at the bottom of the grid.

Users can search invoices using a variety of parameters, such as Invoice ID, Invoice Type, Account Definition, and Amount Due. There is a checkbox to filter search results by

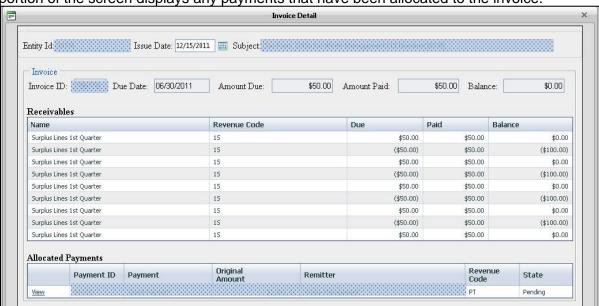


Once all desired parameters have been entered, generate search results by clicking the "Search" button. To clear these results and begin a new search, click the "Clear" button.

Users also have the option to export search results to an Excel spreadsheet by clicking the "Export to Excel" button.

Clicking the "View" link will open the Invoice Detail screen. Invoice/Payment History Invoice Payments Due Date **Amount Due** Paid Balance View Tax Form 1265b 06/30/2011 \$50.00 \$50.00 \$0.00 Invoice ID: Invoice Type: Account Definition Office: Division: Amount Due: Outstanding Only to Export to Excel Search Clear

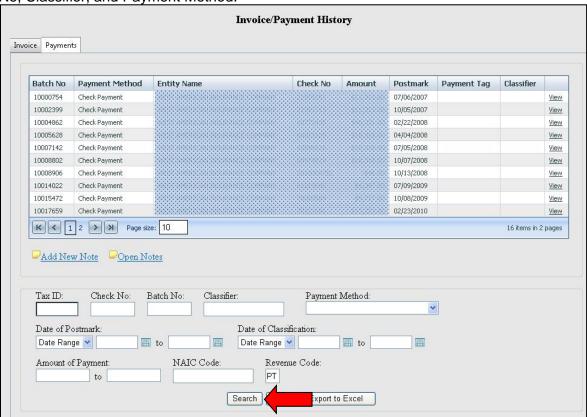
The Invoice Detail screen displays details such as Entity ID, Issue Date, Subject, Invoice ID, Due Date, Amount Due, Amount Paid, and Balance. The Receivables portion of the screen displays a record of all receivables associated with the invoice. The Allocated Payments portion of the screen displays any payments that have been allocated to the invoice.



## **Payments**

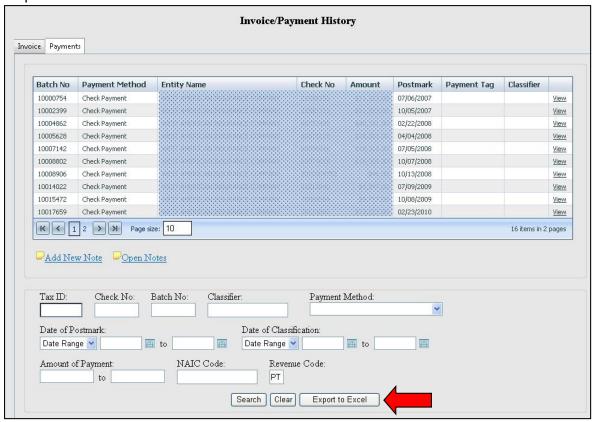
The payments grid lists all payments associated with the entity, in order by Batch Number. Users can reorder the displayed results by clicking on one of the column names, displayed here as *Batch No, Payment Method, Entity Name, Check No, Amount, Postmark, Payment Tag,* and *Classifier.* Toggle between pages of results using the numbers or buttons at the bottom of the grid.

Users can search payments using a variety of parameters, such as Tax ID, Check No, Batch No, Classifier, and Payment Method.

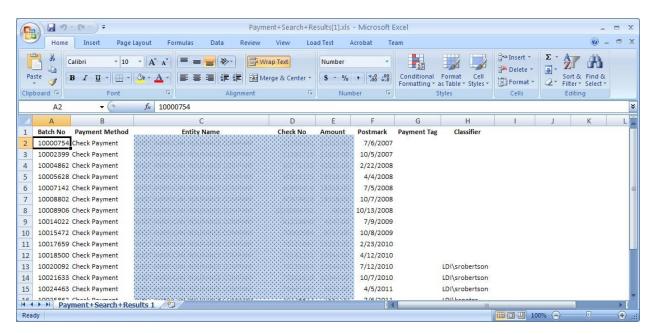


Once all desired parameters have been entered, generate search results by clicking the "Search" button. To clear these results and begin a new search, click the "Clear" button.

Users also have the option to export search results to an Excel spreadsheet by clicking the "Export to Excel" button.



The records will open in an Excel file.

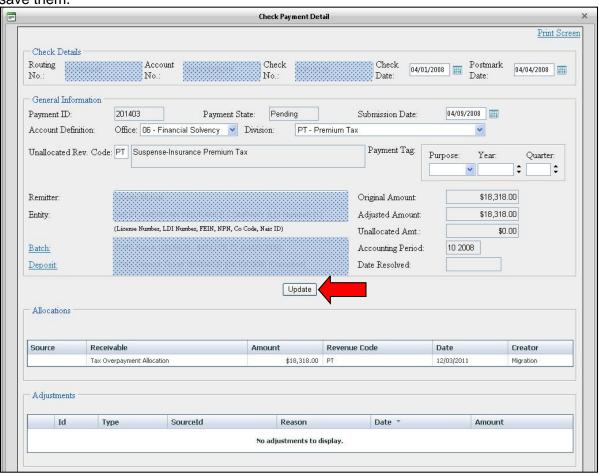


Clicking the "View" link will open the Payment Detail screen. Invoice/Payment History Invoice Payments Classifier Batch No Payment Method Entity Name Check No Amount Postmark Payment Tag 10000754 Check Payment 07/06/2007 <u>View</u> 10002399 Check Payment 10/05/2007 View 10004862 Check Payment 02/22/2008 10005628 Check Payment 04/04/2008 <u>View</u> 10007142 07/05/2008 <u>View</u> 10008802 Check Payment 10/07/2008 <u>View</u> Check Payment 10/13/2008 View 10014022 Check Payment 07/09/2009 <u>View</u> 10015472 10/08/2009 View 10017659 Check Payment 02/23/2010 K ( 1 2 ) N Page size: 10 16 items in 2 pages ■Add New Note ■ Open Notes Check No: Classifier: Payment Method: Date of Classification: Date of Postmark: m to = Date Range 💌 i to Date Range NAIC Code: Revenue Code: Amount of Payment:

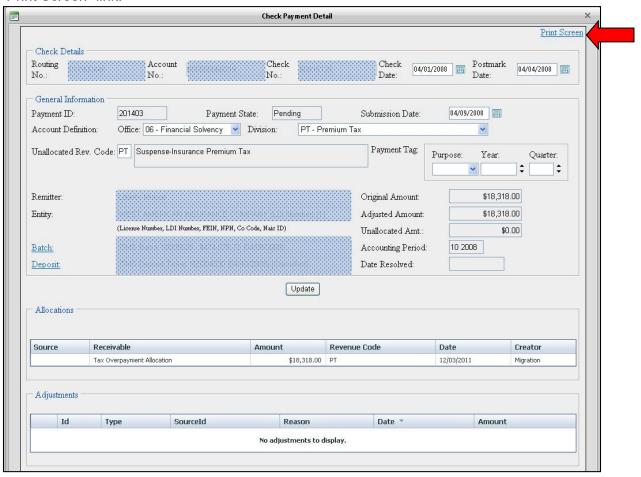
Search Clear Export to Excel

The Payment Detail screen displays check details as well as general information about the payment. The Allocations portion of the screen displays a record of all receivables associated with the invoice. The Adjustments portion of the screen displays any adjustments that have been made.

Fields in white can be edited by the user. If any changes are made, click the "Update" button to save them.



Users have the option to print a physical copy of the selected payment detail by clicking the "Print Screen" link.

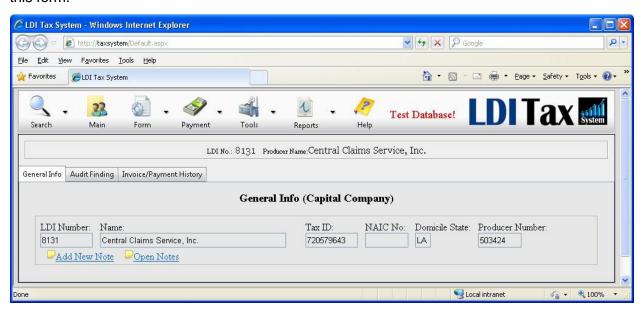


## **Capital Company**

The tabs on the Main screen for Capital Companies are General Info, Audit Finding, and Invoice/Payment History.

## **General Info**

The General Info form displays the basic details of an entity, such as LDI Number, Name, Tax ID, NAIC Number, Domicile State and Producer Number. Users may view and attach notes on this form.

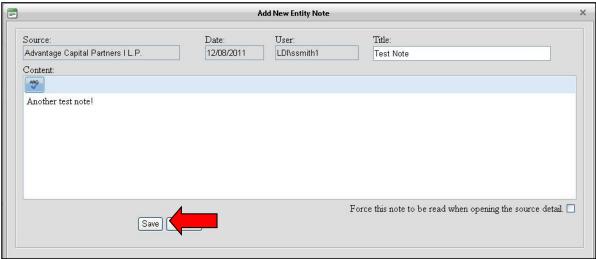


#### Add and View Notes

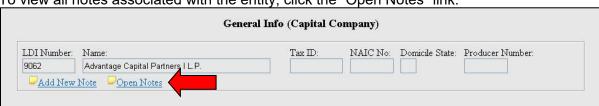
Users have the ability to attach notes to an entity for later reference. To add a new note, click on the "Add New Note" link or icon. A pop-up screen will open.



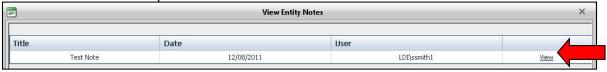
A note must include both a title and content. A note may be set to pop up every time this entity is viewed by clicking the checkbox which reads "Force this note to be read when opening the source detail." Click the "Save" button to create the note.



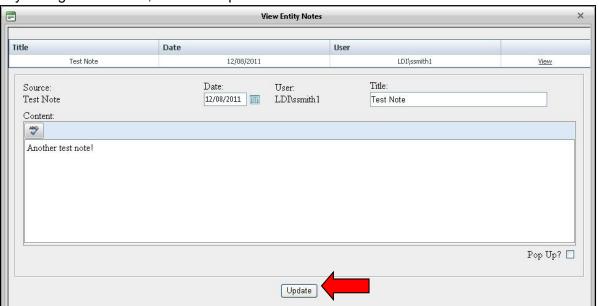
To view all notes associated with the entity, click the "Open Notes" link.



Click the "View" link to open the note.



The Date, Title, and Content of the note are available for edit, as well as the "Pop Up" option. If any changes are made, click the "Update" button to save them.

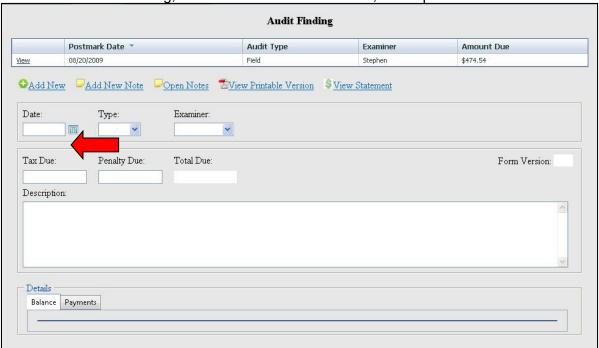


## **Audit Finding**

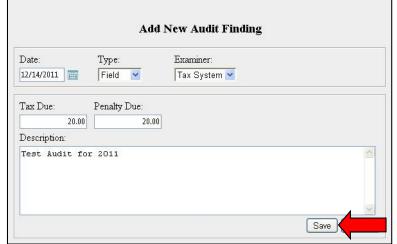
The Audit Finding screen allows users to add new audit findings, as well as amend audit findings.

## Add New Audit

To add a new audit finding, click either the "Add New" link, or the plus icon.



Users can select a Date, Type, and Examiner, as well as add the Tax Due, Penalty Due, and Description. Click the "Save" button for the new form to appear in the grid.

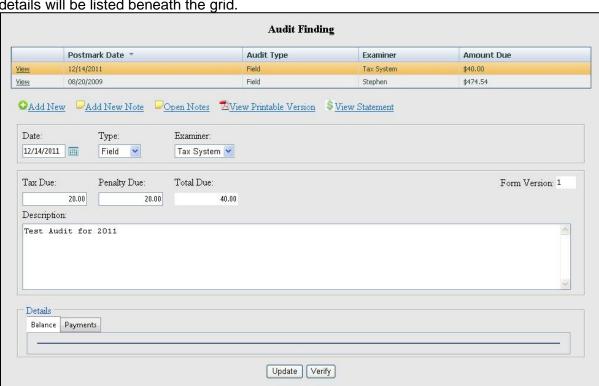


If the form is created successfully, a pop-up will appear. Click "OK" to continue.



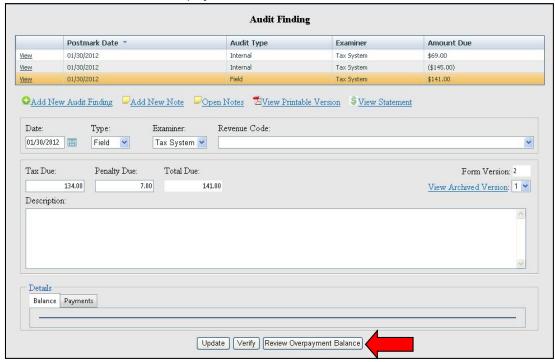
The newly-created audit finding will be automatically selected in the grid. The audit finding

details will be listed beneath the grid.



## Review Overpayment Balance

Users have the ability to deselect payments to not be allocated to the invoice. On an unverified form, click the "Review Overpayment Balance" button.



The Overpayment Details popup displays a grid with all Payments associated with the form. All payments will be selected for allocation automatically. By default, the grid does not display payments without Poster Mark Dates or Deposit Ticket IDs. Users have the option to view these types of payments by clicking the links at the bottom of the screen.

To deselect a particular payment, click the checkbox in the "Allocate?" column. The deselected payment will not be allocated when the tax form is verified. If all payments are deselected, no money will be allocated.



Click the "Save Selections" button to save any changes made, or click the "Cancel" button to

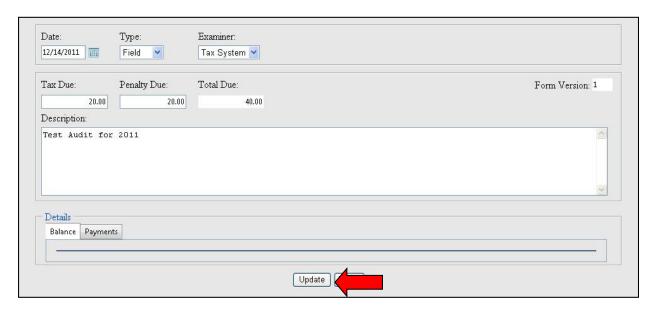
return to the form without making any changes.



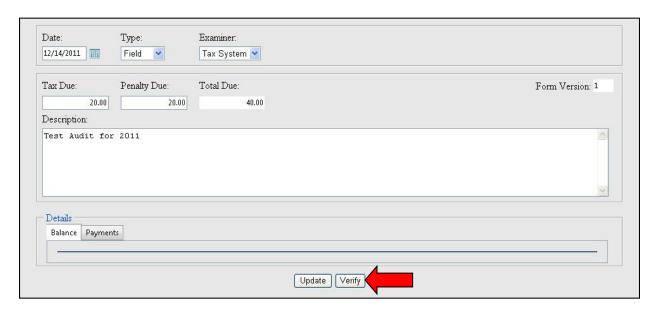
The Overpayment Processing cannot be edited for a verified form. The form must first be amended and the payments de-allocated.

# Verify Audit Finding

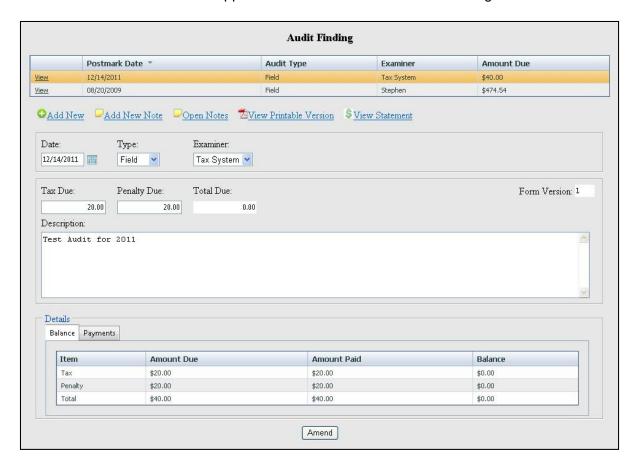
Before verifying a form, users should click the "Update" button. Changed fields will update the audit finding grid above.



After all fields have been reviewed, click the "Verify" button.



When a form is verified, receivables are added to the invoice. The amount due, amount paid, and the balance for each item appears in the Balance tab of the Details grid.



Payment information appears in the Payments tab of the Details grid.



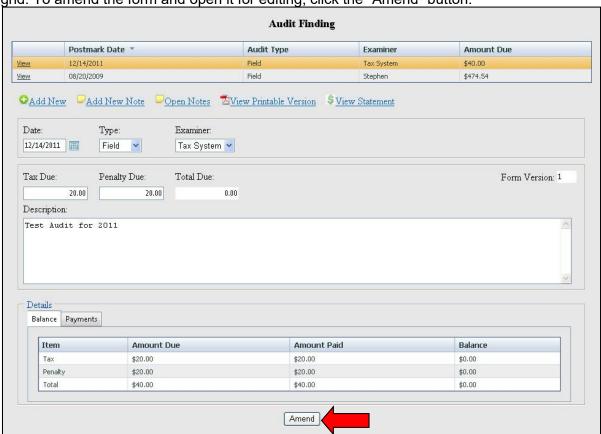
The "Update" and "Verify" buttons are replaced by an "Amend" button. No further changes can be made to the form without clicking the "Amend" button.

# Amend Audit Finding

To amend an existing audit finding, first click the "View" link to select it in the grid.



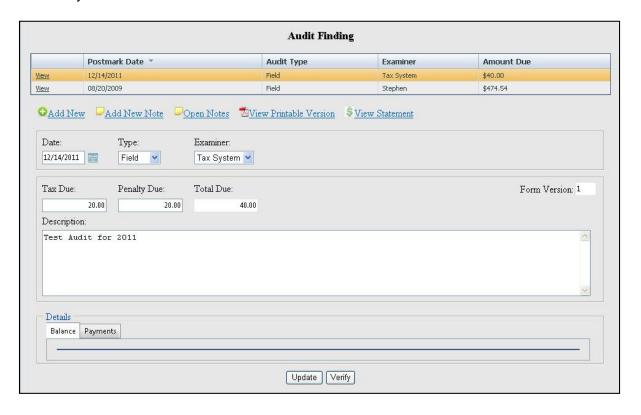
The form will be highlighted. Values will load into the fields for audit finding details below the grid. To amend the form and open it for editing, click the "Amend" button.



A prompt will appear. Click the "OK" button to continue.



When a form is amended, all payments are deallocated and the invoice is zeroed out with negative receivables. The "Amend" button is replaced by "Update" and "Verify" buttons. All fields may now be edited.



#### Add and View Notes

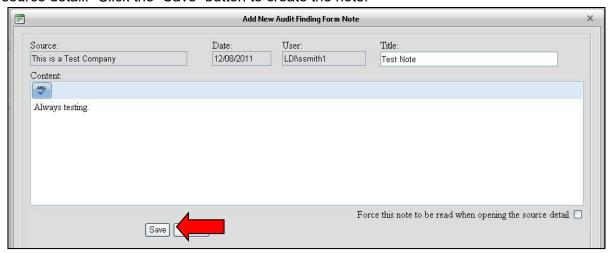
Users have the ability to attach notes to a record for later reference. To add a new note, first click the "View" link to select a record.



Then click the "Add New Note" link or icon. A pop-up screen will open.



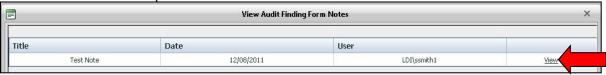
Enter the title and content into the appropriate fields. A note may be set to pop up every time this record is viewed by clicking the checkbox "Force this note to be read when opening the source detail." Click the "Save" button to create the note.



To view all notes associated with the form, click the "Open Notes" link.



Click the "View" link to open the note.



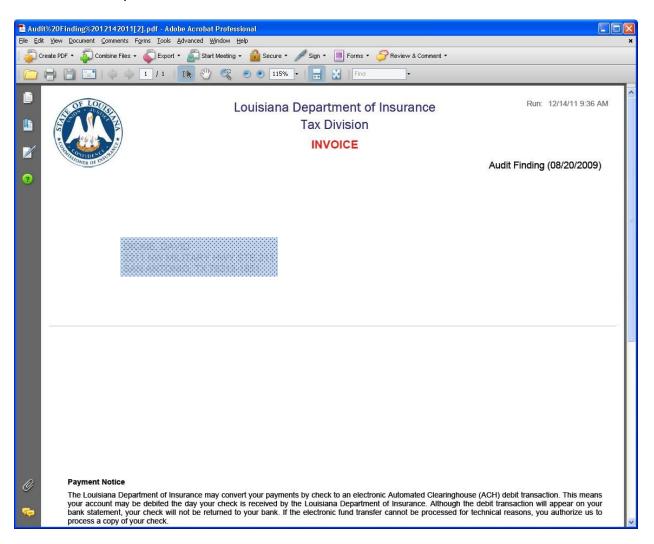
The Date, Title, and Content of the note are available for edit, as well as the "Pop Up" option. If any changes are made, click the "Update" button to save them.

## View Statement

To view an invoice, click the "View Statement" link or icon.

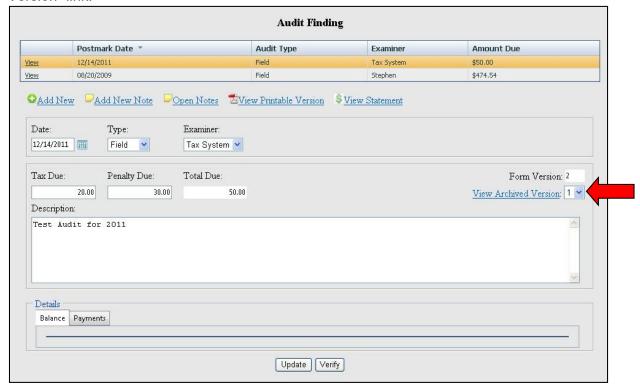


The invoice will open in a PDF document.

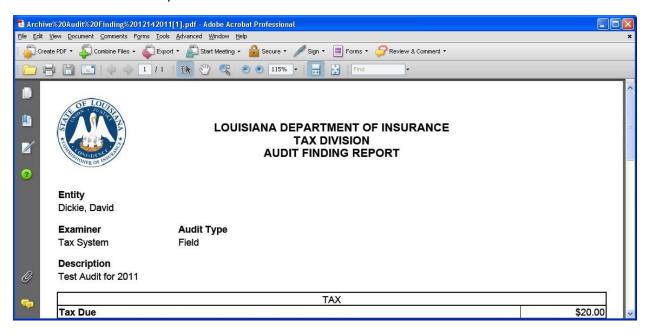


#### View Archived Version

To view an archived version of a form, select the version number and click the "View Archived Version" link.

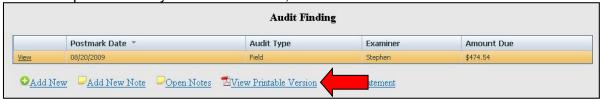


The archived form will open in a PDF document.

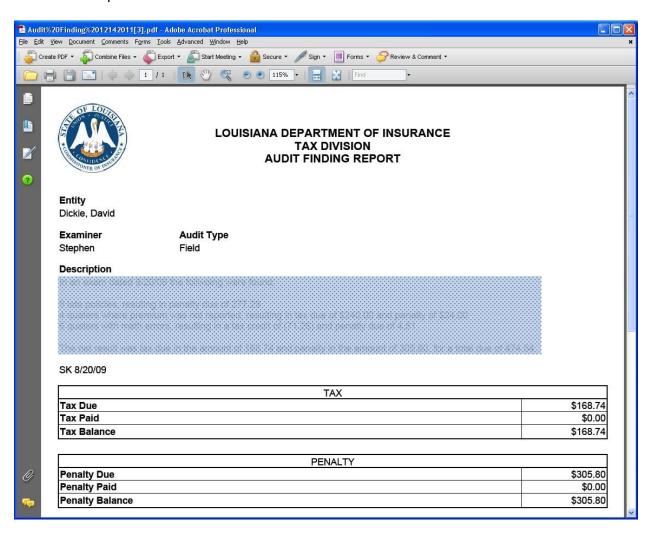


#### View Printable Version

To view a "printer-friendly" version of a form, click the "View Printable Version" link or icon.



The form will open in a PDF document.



## **Invoice/Payment History**

#### Invoice

The invoice grid lists all invoices associated with the entity, in order by Invoice ID. Users can reorder the displayed results by clicking on one of the column names, displayed here as *Invoice ID, Type, Due, Paid* and *Balance*. Toggle between pages of results using the numbers or buttons at the bottom of the grid.

Users can search invoices using a variety of parameters, such as Invoice ID, Invoice Type, Account Definition, and Amount Due. There is a checkbox to filter search results by



Once all desired parameters have been entered, generate search results by clicking the "Search" button. To clear these results and begin a new search, click the "Clear" button.

Users also have the option to export search results to an Excel spreadsheet by clicking the "Export to Excel" button.

Invoice/Payment History Invoice Payments Type Due Date **Amount Due** Paid Balance 06/30/2011 \$50.00 \$50.00 \$0.00 Invoice ID: Invoice Type: Account Definition Office: Division: Amount Due: Outstanding Only to Export to Excel Search Clear

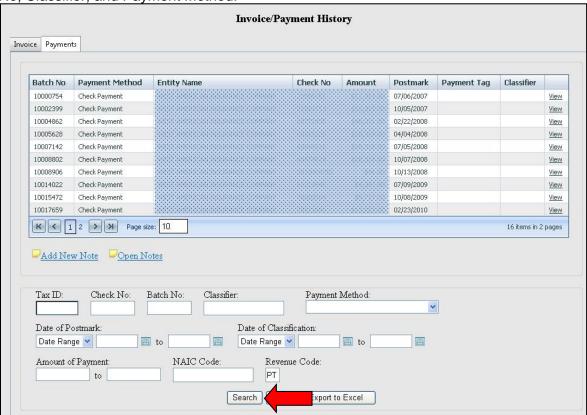
The Invoice Detail screen displays details such as Entity ID, Issue Date, Subject, Invoice ID, Due Date, Amount Due, Amount Paid, and Balance. The Receivables portion of the screen displays a record of all receivables associated with the invoice. The Allocated Payments portion of the screen displays any payments that have been allocated to the invoice.



## **Payments**

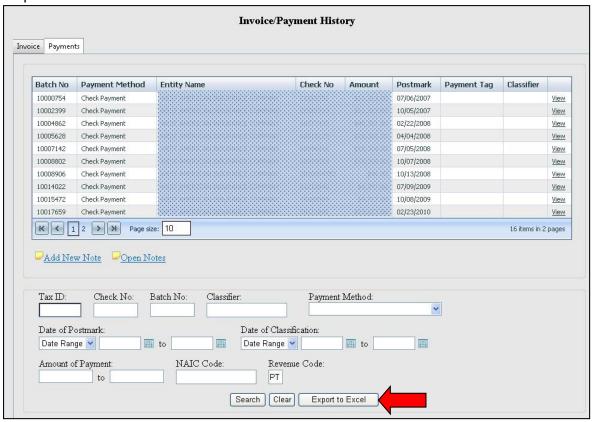
The payments grid lists all payments associated with the entity, in order by Batch Number. Users can reorder the displayed results by clicking on one of the column names, displayed here as *Batch No, Payment Method, Entity Name, Check No, Amount, Postmark, Payment Tag,* and *Classifier.* Toggle between pages of results using the numbers or buttons at the bottom of the grid.

Users can search payments using a variety of parameters, such as Tax ID, Check No, Batch No, Classifier, and Payment Method.

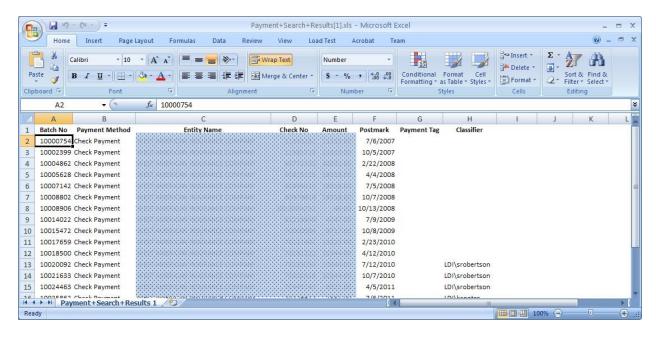


Once all desired parameters have been entered, generate search results by clicking the "Search" button. To clear these results and begin a new search, click the "Clear" button.

Users also have the option to export search results to an Excel spreadsheet by clicking the "Export to Excel" button.



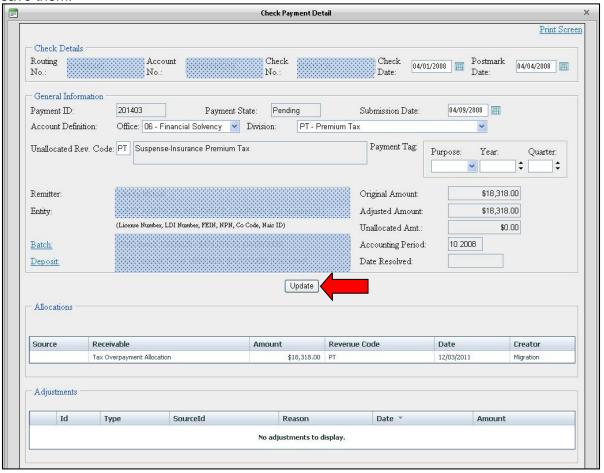
The records will open in an Excel file.



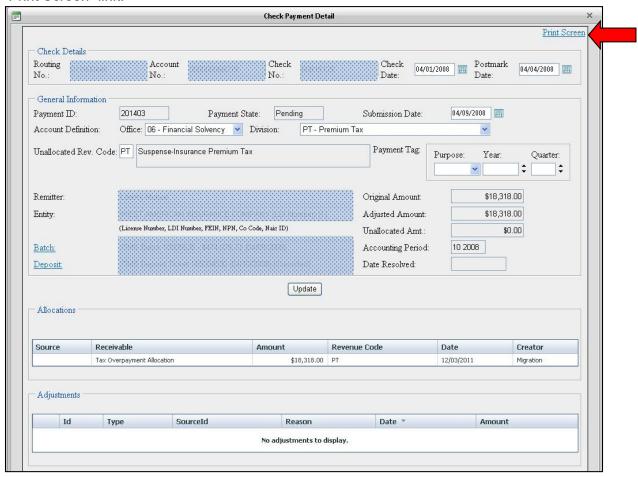
Clicking the "View" link will open the Payment Detail screen. **Invoice/Payment History** Invoice Payments Batch No Payment Method **Entity Name** Check No Amount Postmark Payment Tag Classifier 10000754 Check Payment 07/06/2007 <u>View</u> 10002399 Check Payment 10/05/2007 View 10004862 Check Payment 02/22/2008 10005628 Check Payment 04/04/2008 View 10007142 07/05/2008 View 10008802 Check Payment 10/07/2008 View 10008906 Check Payment 10/13/2008 View 10014022 Check Payment 07/09/2009 <u>View</u> 10015472 Check Payment 10/08/2009 View 10017659 Check Payment 02/23/2010 K ( 1 2 ) H Page size: 10 16 items in 2 pages Add New Note Open Notes Check No: Batch No: Classifier Payment Method: Date of Postmark: Date of Classification: Date Range i to = Date Range 💌 i to Amount of Payment: NAIC Code: Revenue Code: PT to Search Clear Export to Excel

The Payment Detail screen displays the check details as well as general information about the payment. The Allocations portion of the screen displays a record of all receivables associated with the invoice. The Adjustments portion of the screen displays any adjustments that have been made.

Fields in white can be edited by the user. If any changes are made, click the "Update" button to save them.



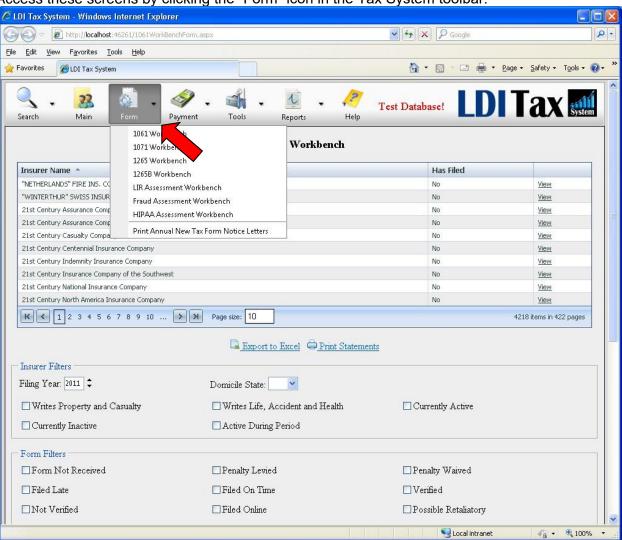
Users have the option to print a physical copy of the selected payment detail by clicking the "Print Screen" link.



### **Form**

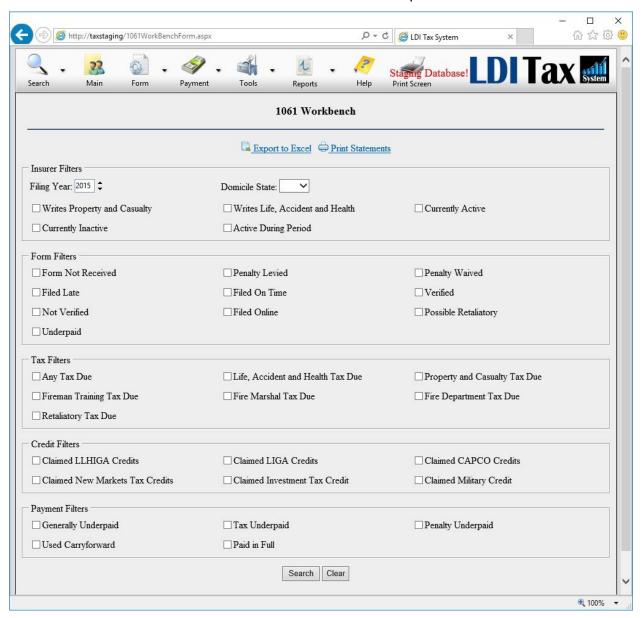
The LDI Tax System includes seven different workbench utilities under the "Form" icon: 1061 Workbench, 1071 Workbench, 1265 Workbench, 1265B Workbench, LIR Assessment Workbench, Fraud Assessment Workbench, and HIPAA Assessment Workbench. This menu also include the option to Print Annual New Tax Form Notice Letters.

Access these screens by clicking the "Form" icon in the Tax System toolbar.



#### 1061 Workbench

The 1061 Workbench allows users to view 1061 forms and to print invoices.



Search results can be filtered by a variety of parameters including insurer filters, form filters, tax filters, credit filters, and payment filters. Once all desired parameters have been entered,

generate search results by clicking the "Search" button. Insurer Filters Filing Year: 2015 🕏 Domicile State: ☐ Writes Property and Casualty ☐ Writes Life, Accident and Health Currently Active Currently Inactive Active During Period Form Filters Penalty Levied Penalty Waived Form Not Received ☐ Filed Late ☐ Filed On Time ☐ Verified ☐ Not Verified ☐ Filed Online Possible Retaliatory Underpaid Tax Filters Property and Casualty Tax Due ☐ Any Tax Due Life, Accident and Health Tax Due Fireman Training Tax Due ☐ Fire Marshal Tax Due Fire Department Tax Due Retaliatory Tax Due Credit Filters Claimed LLHIGA Credits Claimed LIGA Credits Claimed CAPCO Credits Claimed New Markets Tax Credits Claimed Investment Tax Credit Claimed Military Credit Payment Filters Generally Underpaid  $\square$  Tax Underpaid Penalty Underpaid Used Carryforward Paid in Full Search

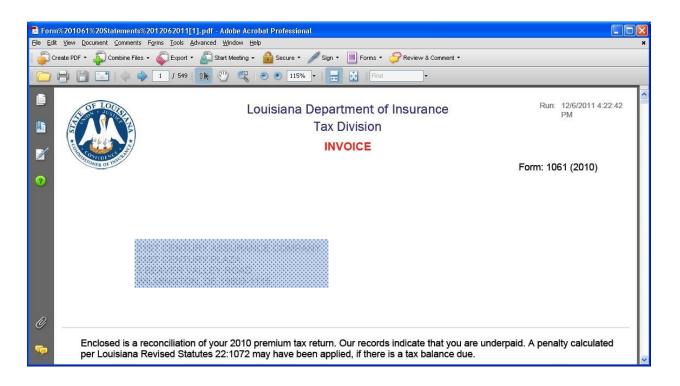
The viewing grid displays past assessments in alphabetical order by Insurer Name. Users can reorder the displayed results by clicking on one of the column names, displayed here as *Insurer Name* and *Has Filed*. Toggle through pages of records by clicking the numbers or arrows at the bottom of the grid.



Clicking the "View" link will open the Main screen and display the details of the entity.

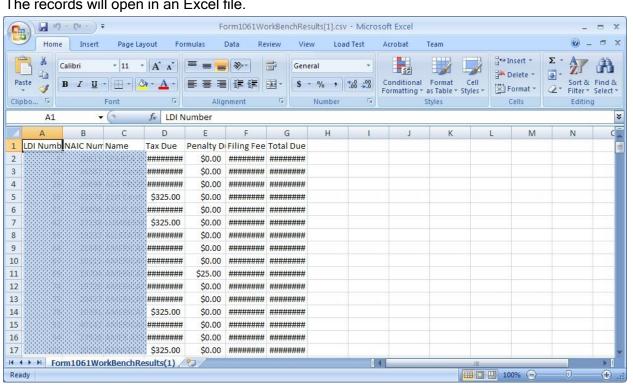
To print invoices, click the "Print Statements" link or icon. DITax System Test Database! Reports 1061 Workbench Insurer Name \* Has Filed 21st Century Assurance Company View 21st Century Assurance Company View 21st Century Centennial Insurance Company View 21st Century Indemnity Insurance Company Yes View 21st Century Insurance Company of the Southwest Yes <u>View</u> 21st Century National Insurance Company Yes <u>View</u> 21st Century North America Insurance Company View 21st Century Premier Insurance Company Yes View 21st Century Security Insurance Company Yes View ACE AMERICAN INSURANCE COMPANY Yes View K 1 2 3 4 5 6 7 8 9 10 ... > N Page size: 10 274 items in 28 pages Export to Excel Print Statements

The invoice will open in a PDF document.



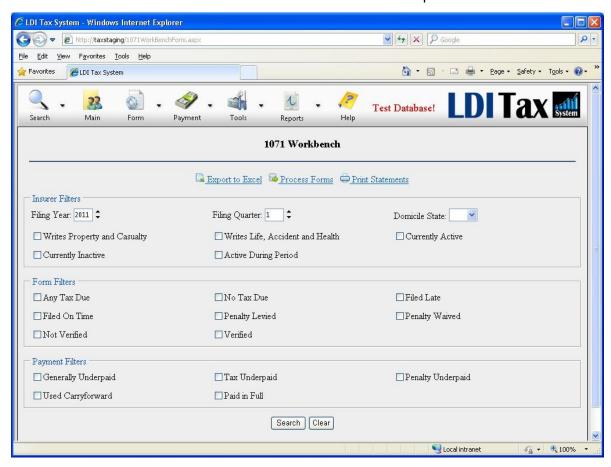
To export records to Excel, click the "Export to Excel" link or icon. LDI Tax sili Test Database! Search Main Tools Reports Help 1061 Workbench Insurer Name \* Has Filed 21st Century Assurance Company Yes View 21st Century Assurance Company Yes <u>View</u> 21st Century Centennial Insurance Company Yes View 21st Century Indemnity Insurance Company Yes <u>View</u> 21st Century Insurance Company of the Southwest Yes <u>View</u> 21st Century National Insurance Company Yes View 21st Century North America Insurance Company <u>View</u> 21st Century Premier Insurance Company Yes <u>View</u> 21st Century Security Insurance Company Yes View ACE AMERICAN INSURANCE COMPANY Yes <u>View</u> K 1 2 3 4 5 6 7 8 9 10 ... > N Page size: 10 274 items in 28 pages Export to Excel ments

## The records will open in an Excel file.



#### 1071 Workbench

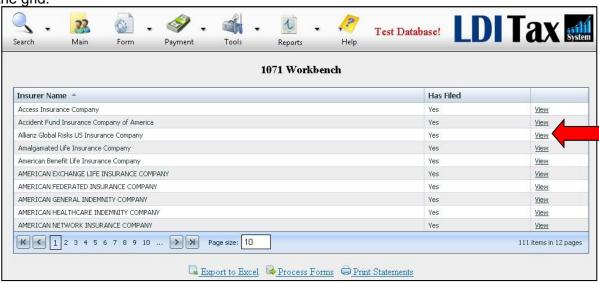
The 1071 Workbench allows users to create 1071 forms and to print invoices.



Search results can be filtered by a variety of parameters including insurer filters, form filters, and payment filters. Once all desired parameters have been entered, generate search results by clicking the "Search" button.

Filing Year: 2010 🕏	Filing Quarter: 1	Domicile State:
☐ Writes Property and Casualty	☐ Writes Life, Accident and Health	Currently Active
Currently Inactive	☐ Active During Period	
Form Filters		
Any Tax Due	□ No Tax Due	Filed Late
Filed On Time	✓ Penalty Levied	Penalty Waived
□ Not Verified	☐ Verified	
Payment Filters		
Generally Underpaid	☐ Tax Underpaid	Penalty Underpaid
Used Carryforward	Paid in Full	

IThe viewing grid displays past forms in alphabetical order by name. Users can reorder the displayed results by clicking on one of the column names, displayed here as *Insurer Name* and *Has Filed*. Toggle through pages of records by clicking the numbers or arrows at the bottom of the grid.



Clicking the "View" link will open the Main screen and display the details of the entity.

To create the 1071 forms, click the "Process Forms" link or icon. LD Tax 33 Test Database! Search Main Tools Help 1071 Workbench Has Filed Insurer Name A Access Insurance Company <u>View</u> Accident Fund Insurance Company of America Yes <u>View</u> Allianz Global Risks US Insurance Company Yes View Amalgamated Life Insurance Company Yes <u>View</u> American Benefit Life Insurance Company Yes View AMERICAN EXCHANGE LIFE INSURANCE COMPANY Yes View AMERICAN FEDERATED INSURANCE COMPANY <u>View</u> AMERICAN GENERAL INDEMNITY COMPANY Yes View AMERICAN HEALTHCARE INDEMNITY COMPANY Yes View AMERICAN NETWORK INSURANCE COMPANY <u>View</u> K 1 2 3 4 5 6 7 8 9 10 ... > N Page size: 10 111 items in 12 pages Export to Excel Process Forms ements

The forms will be created for all companies that meet the selected criteria. If the forms are created successfully, a status message will appear with the details of the process.

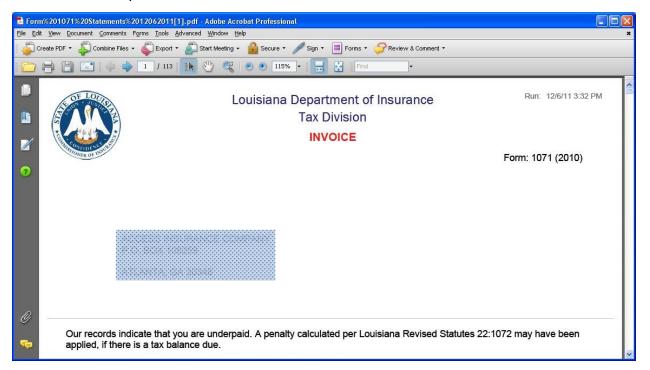


Click the "OK" button to continue.

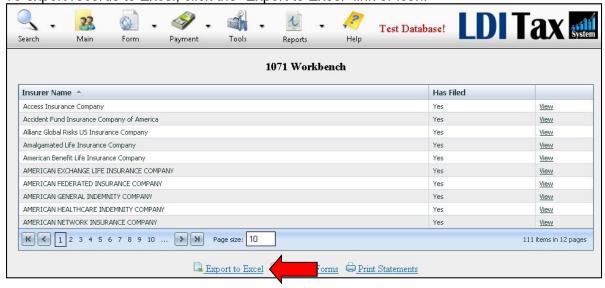
To print invoices, click the "Print Statements" link or icon.



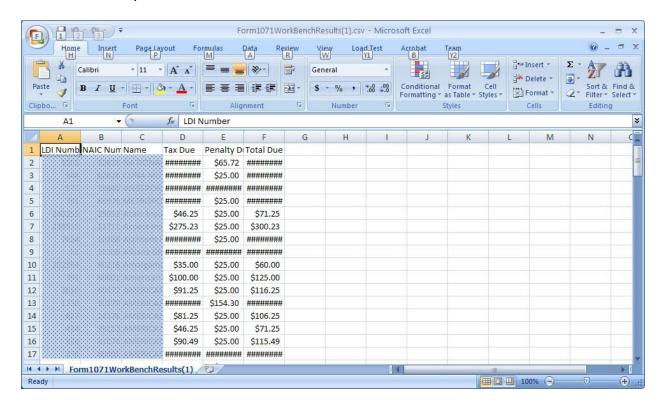
The invoices will open in a PDF document.



To export records to Excel, click the "Export to Excel" link or icon.



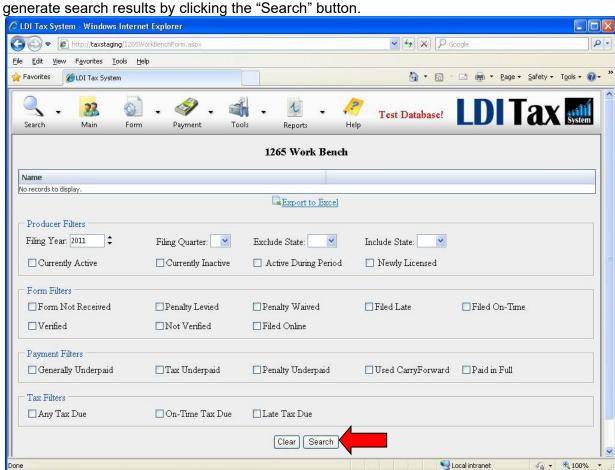
The records will open in an Excel file.



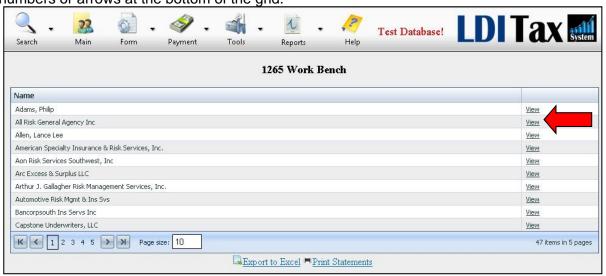
#### 1265 Workbench

The 1265 Workbench allows users to view 1265 forms and to print invoices.

Search results can be filtered by a variety of parameters including unlicensed filters, form filters, payment filters, and tax filters. Once all desired parameters have been entered,



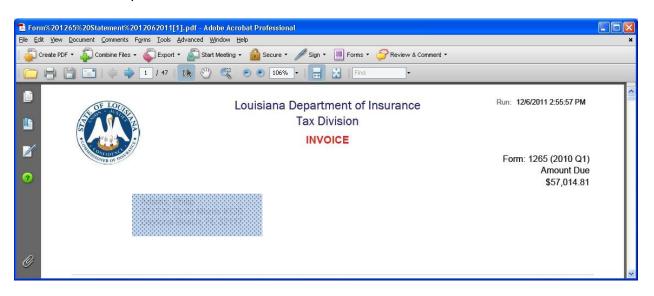
The viewing grid displays past forms in alphabetical order by name. Users can reorder the displayed results by clicking the column *Name*. Toggle through pages of records by clicking the numbers or arrows at the bottom of the grid.



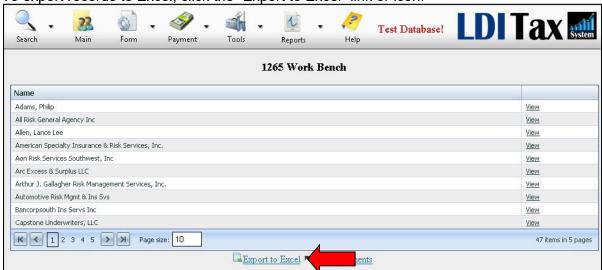
Clicking the "View" link will open the Main screen and display the details of the entity.

To print invoices, click the "Print Statements" link or icon. 33 Test Database! Search Main Form Payment Tools Help 1265 Work Bench Name Adams, Philip <u>View</u> All Risk General Agency Inc <u>View</u> Allen, Lance Lee View American Specialty Insurance & Risk Services, Inc. Aon Risk Services Southwest, Inc. View Arc Excess & Surplus LLC <u>View</u> Arthur J. Gallagher Risk Management Services, Inc. <u>View</u> Automotive Risk Mgmt & Ins Svs View Bancorpsouth Ins Servs Inc View Capstone Underwriters, LLC K 1 2 3 4 5 > N Page size: 10 47 items in 5 pages Export to Excel Print Statements

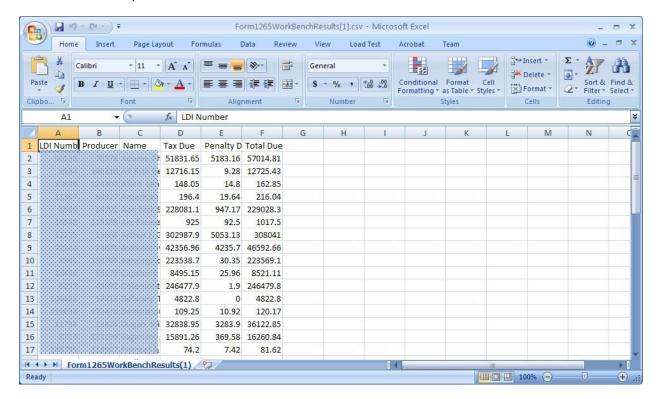
The invoices will open in a PDF document.



To export records to Excel, click the "Export to Excel" link or icon.

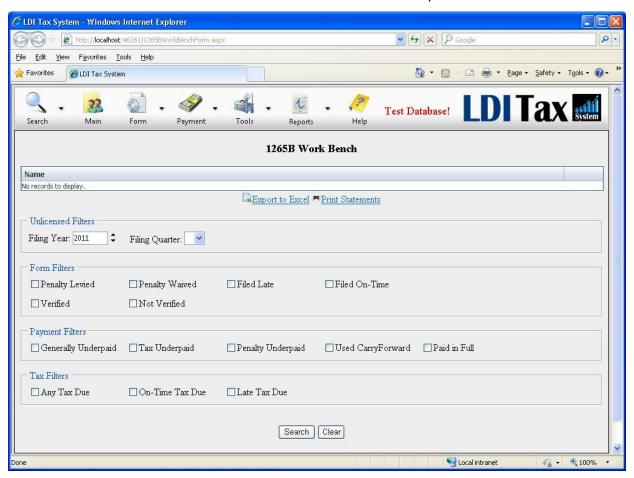


The records will open in an Excel file.



#### 1265B Workbench

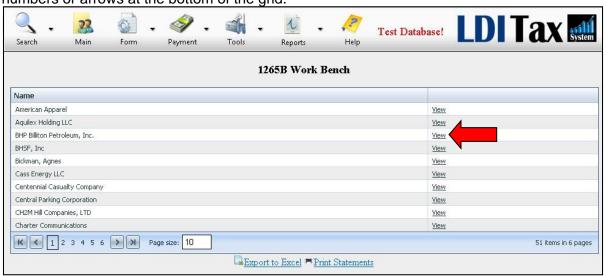
The 1265B Workbench allows users to view 1265B forms and to print invoices.



Search results can be filtered by a variety of parameters including unlicensed filters, form filters, payment filters, and tax filters. Once all desired parameters have been entered, generate search results by clicking the "Search" button.

Unlicensed Filters Filing Year: 2010 \$	Filing Quarter: 1			
Form Filters				
Penalty Levied	☐Penalty Waived	Filed Late	☐ Filed On-Time	
□Verified	□Not Verified			
Payment Filters				
Generally Underpaid	☐ Tax Underpaid	Penalty Underpaid	☐ Used CarryForward	☐ Paid in Full
Tax Filters				
🗹 Any Tax Due	On-Time Tax Due	Late Tax Due		
		Search		

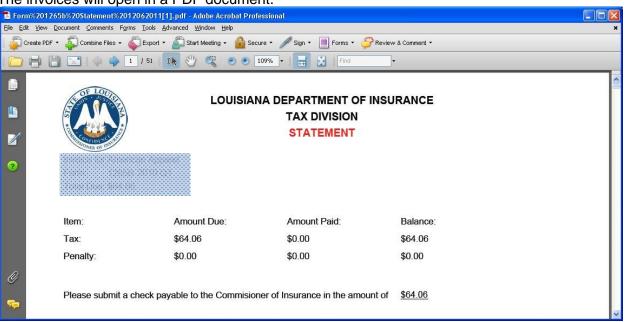
The viewing grid displays past forms in alphabetical order by name. Users can reorder the displayed results by clicking the column *Name*. Toggle through pages of records by clicking the numbers or arrows at the bottom of the grid.



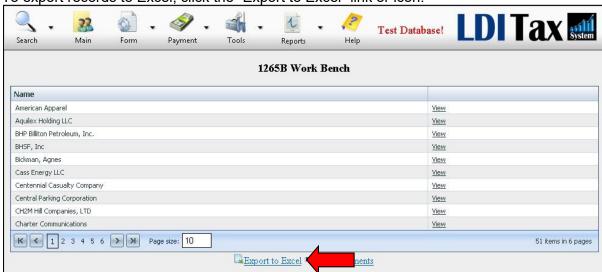
Clicking the "View" link will open the Main screen and display the details of the entity.

To print invoices, click the "Print Statements" link or icon. DITax sili 33 Test Database! Main Payment Tools Help Search Form Reports 1265B Work Bench Name American Apparel View Aquilex Holding LLC <u>View</u> BHP Billiton Petroleum, Inc. View BHSF, Inc. <u>View</u> Bickman, Agnes View Cass Energy LLC <u>View</u> Centennial Casualty Company View Central Parking Corporation <u>View</u> CH2M Hill Companies, LTD View Charter Communications View K ( 1 2 3 4 5 6 > M Page size: 10 51 items in 6 pages Export to Excel Print Statements

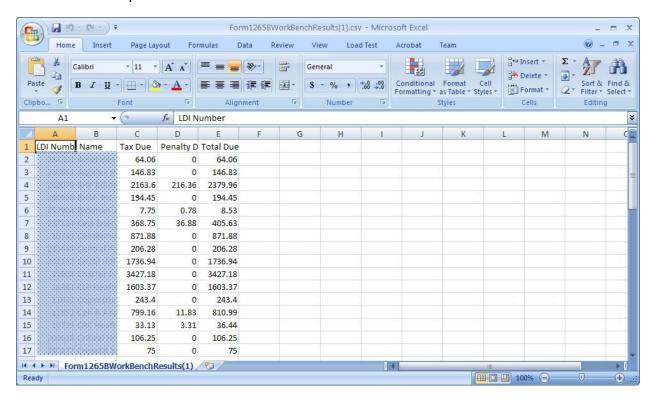
The invoices will open in a PDF document.



To export records to Excel, click the "Export to Excel" link or icon.

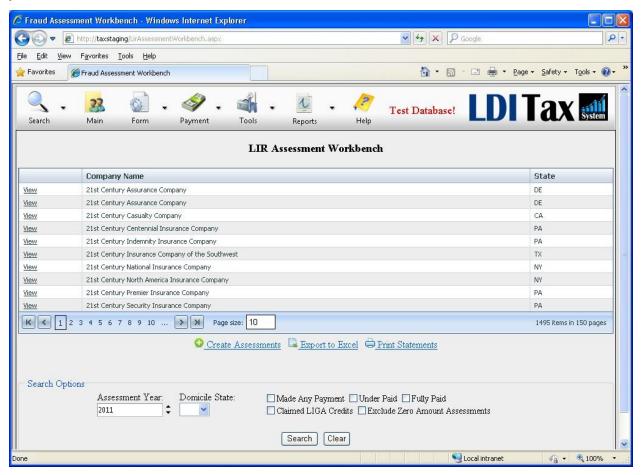


The records will open in an Excel file.



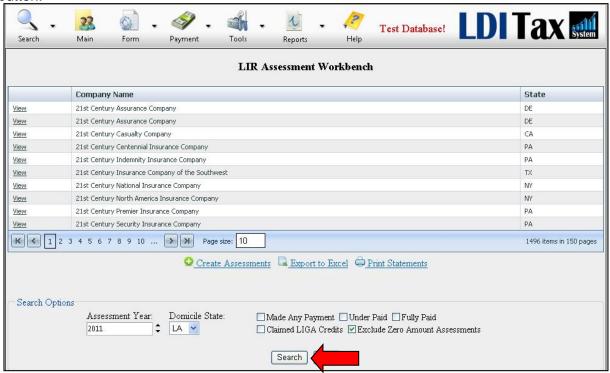
#### LIR Assessment Workbench

The LIR Assessment Workbench allows users to create assessments and invoices, and view past assessments.



The viewing grid displays past assessments in alphabetical order by name. Users can reorder the displayed results by clicking on one of the column names, displayed here as *Company Name* and *State*. Toggle through pages of records by clicking the numbers or arrows at the bottom of the grid.

Search results can be filtered by a variety of parameters including assessment year, domicile state, made any payment, under paid, fully paid, and exclude zero amount assessments. Once all desired parameters have been entered, generate search results by clicking the "Search" button.

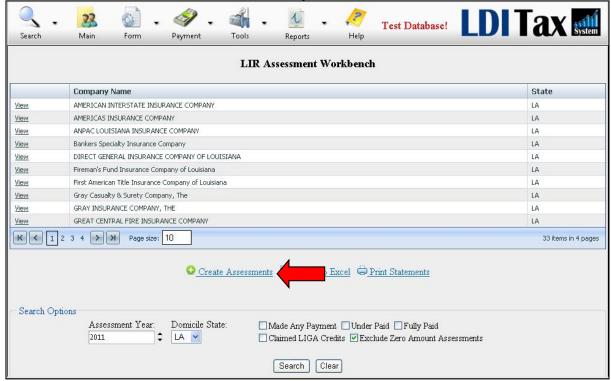


**Note:** Due to the volume of records, the search may require a few minutes.

Clicking the "View" link will open the Main screen and display the details of the entity.

To create assessments, click the "Create Assessments" link or icon. The system will not allow

assessments to be created twice for the same year.

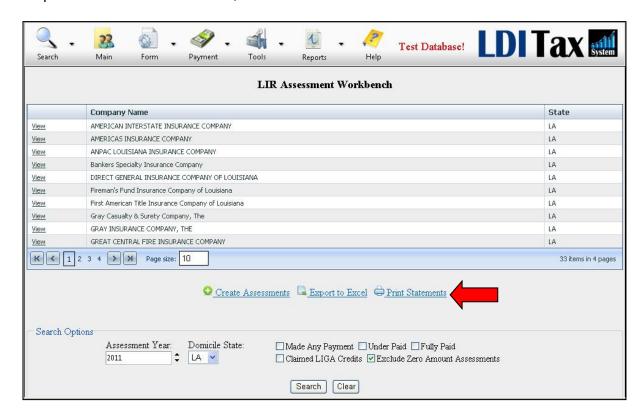


If the assessments are created successfully, a status message will appear with the details of the process.

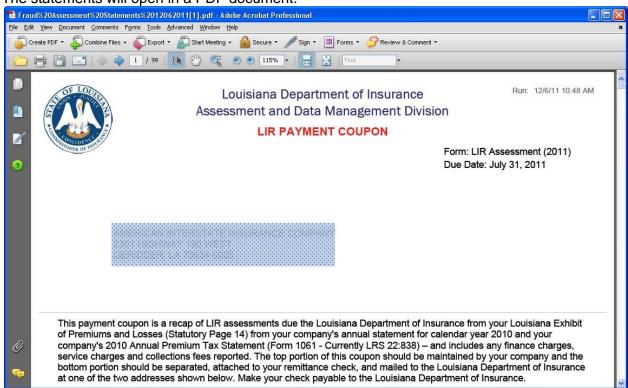


Click the "OK" button to continue.

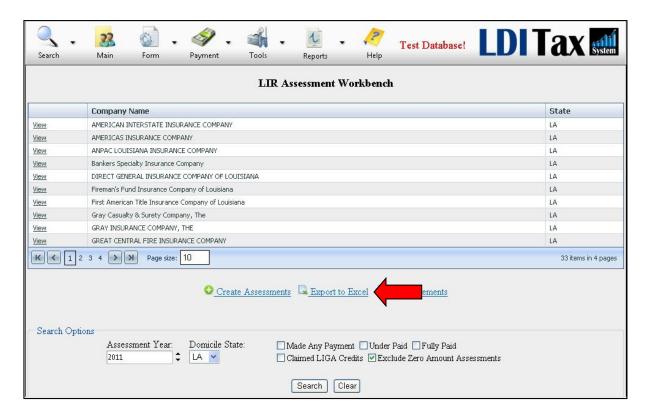
To print statements and invoices, click the "Print Statements" link or icon.



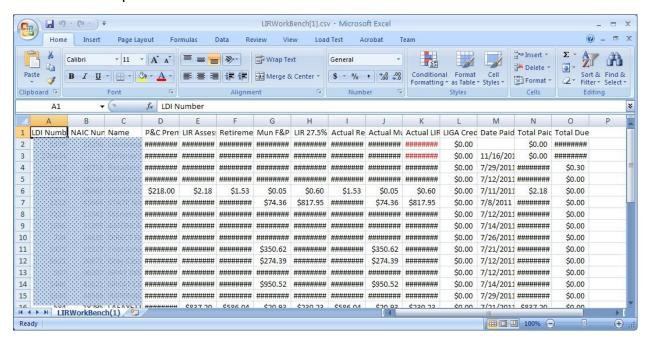
The statements will open in a PDF document.



To export records to Excel, click the "Export to Excel" link or icon.

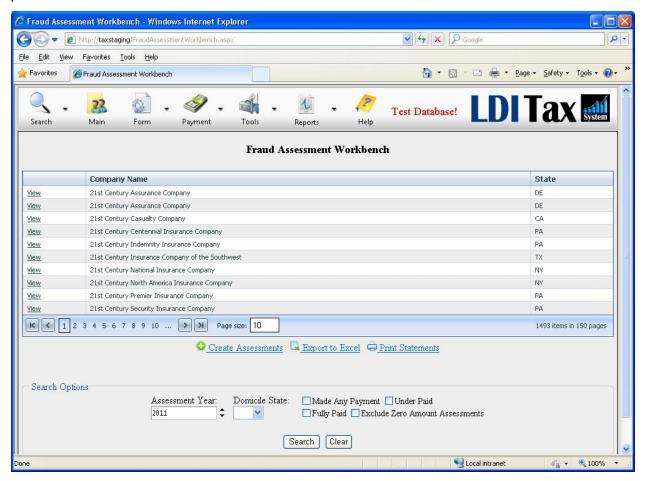


The records will open in an Excel file.



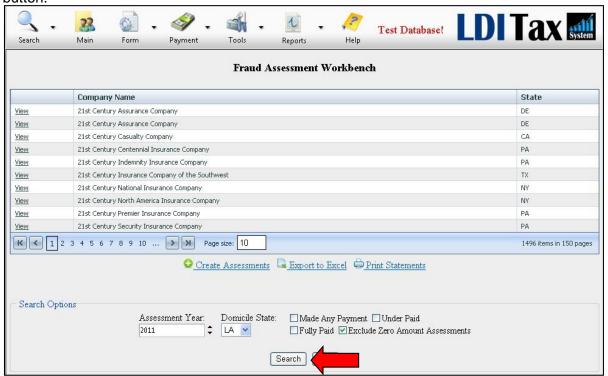
#### **Fraud Assessment Workbench**

The Fraud Assessment Workbench allows users to create assessments and invoices, and view past assessments.



The viewing grid displays past assessments in alphabetical order by name. Users can reorder the displayed results by clicking on one of the column names, displayed here as *Company Name* and *State*. Toggle through pages of records by clicking the numbers or arrows at the bottom of the grid.

Search results can be filtered by a variety of parameters including assessment year, domicile state, made any payment, under paid, fully paid, and exclude zero amount assessments. Once all desired parameters have been entered, generate search results by clicking the "Search" button.

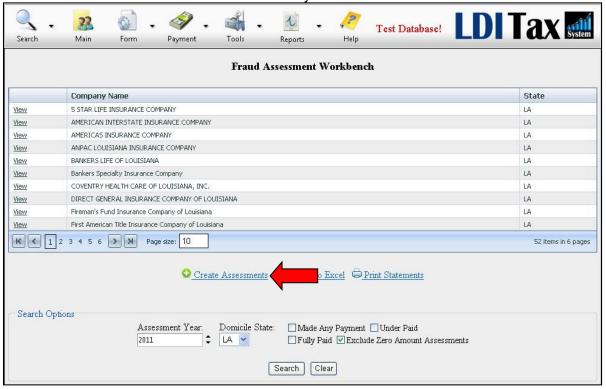


Note: Due to the volume of records, the search may require a few minutes.

Clicking the "View" link will open the Main screen and display the details of the entity.

To create assessments, click the "Create Assessments" link or icon. The system will not allow

assessments to be created twice for the same year.

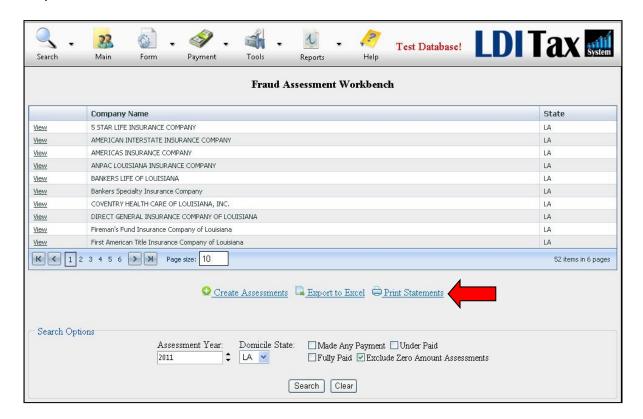


If the assessments are created successfully, a status message will appear with the details of the process.

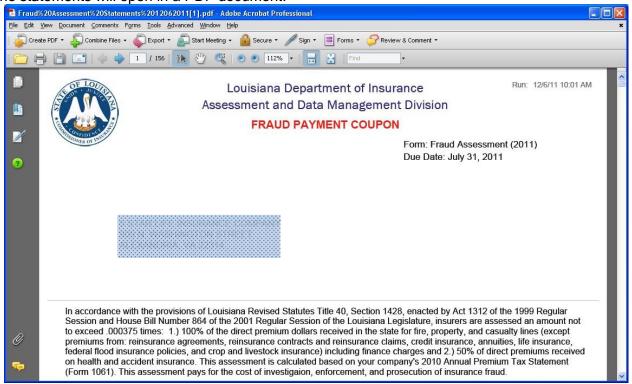


Click the "OK" button to continue.

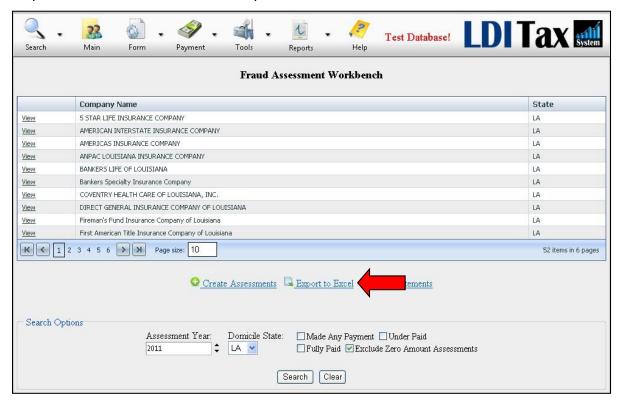
To print statements and invoices, click the "Print Statements" link or icon.



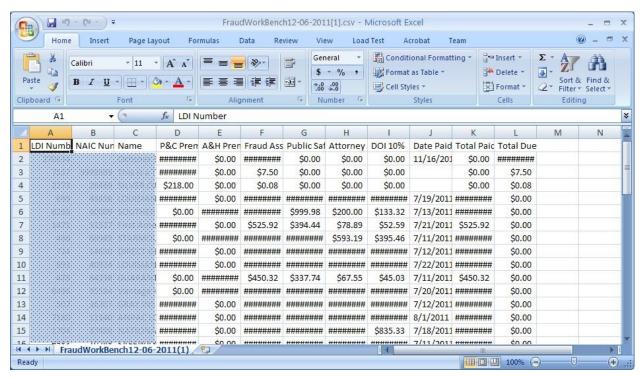
The statements will open in a PDF document.



To export records to Excel, click the "Export to Excel" link or icon.

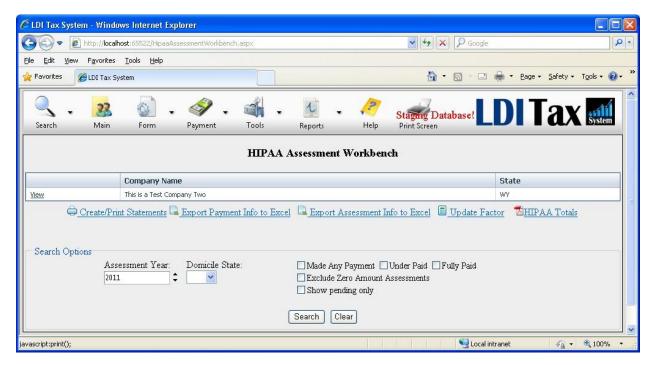


The records will open in an Excel file.



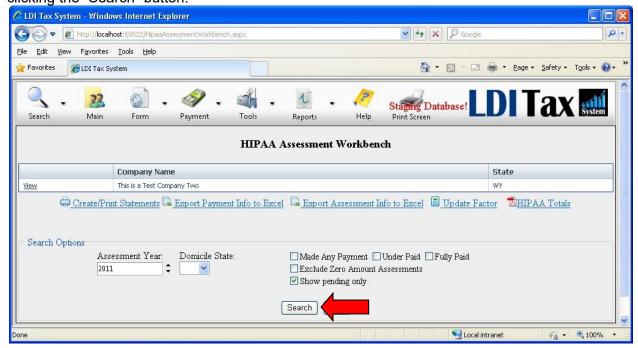
#### **HIPAA Assessment Workbench**

The HIPAA Assessment Workbench allows users to apply a new assessment factor to HIPAA assessments and to create invoices.



The viewing grid displays assessments in alphabetical order by Company Name. Users can reorder the displayed results by clicking on one of the column names. Toggle through pages of records by clicking the numbers or arrows at the bottom of the grid.

Search results can be filtered by a variety of parameters including Assessment Year and Domicile State. Once all desired parameters have been entered, generate search results by clicking the "Search" button.

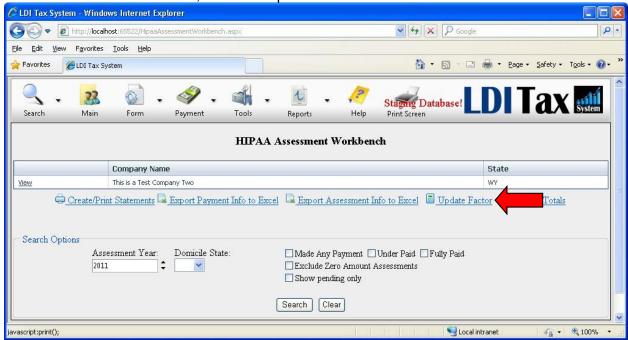


**Note:** Due to the volume of records, the search may require a few minutes.

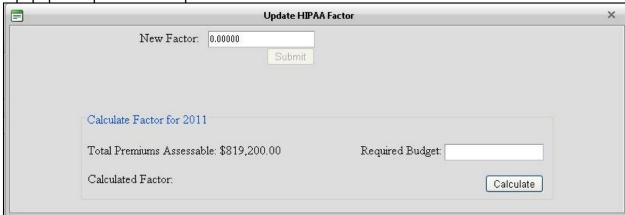
Clicking the "View" link will open the Main screen and display the details of the entity.

# 1.1.1.1 Update Factor

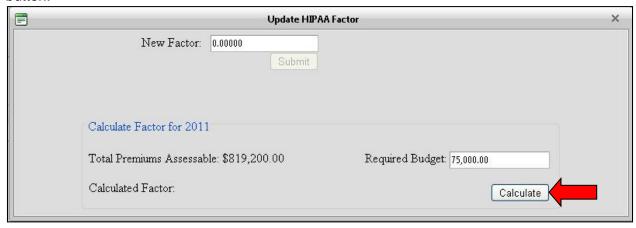
To set the Assessment Factor, click the "Update Factor" link.



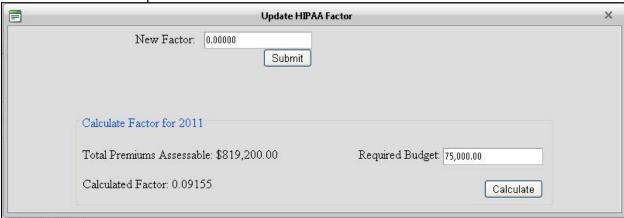
A popup will open with the options to calculate and submit the assessment factor.



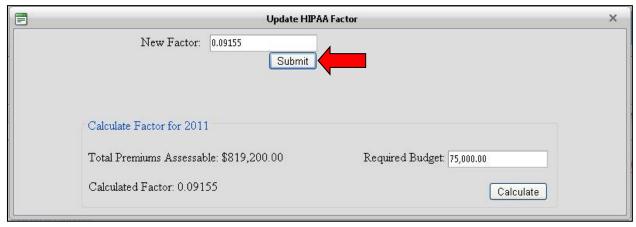
Begin by entering the Required Budget into the appropriate field and clicking the "Calculate" button.



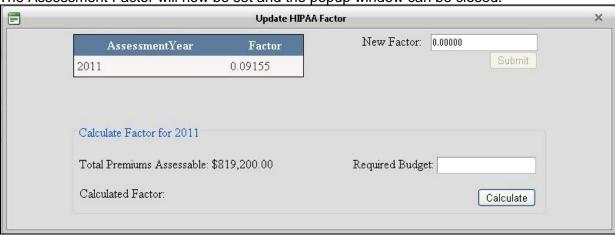
The system will automatically calculate the factor according to the required budget and total amount of assessable premiums.



To submit the factor, either key in the number to the New Factor box, or copy or paste it from the Calculated Factor label. Then click the "Submit" button.

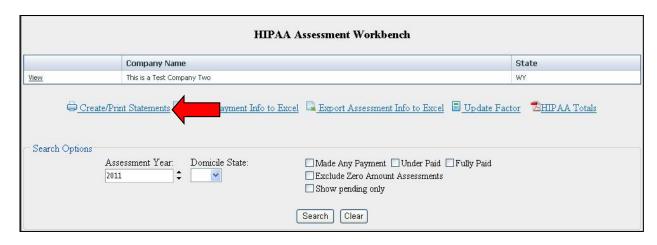


The Assessment Factor will now be set and the popup window can be closed.

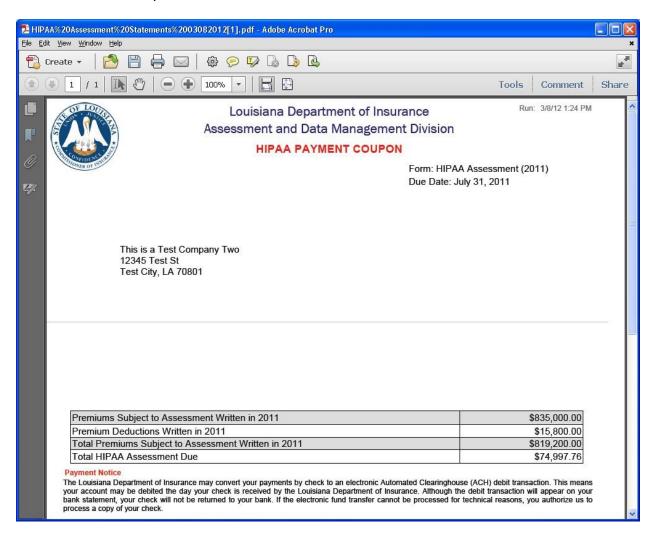


# 1.1.1.2 Create/Print Statements

To apply the assessment factor and create invoices for all complete assessments, click the "Print Statements" link or icon.



The statements will open in a PDF document.

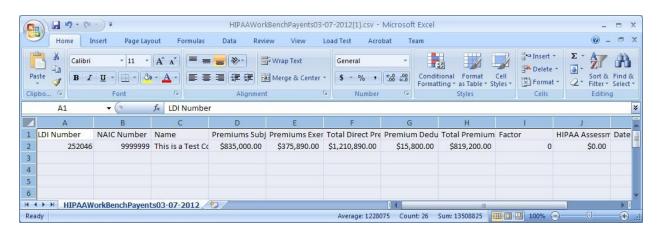


# 1.1.1.3 Export Payment Info to Excel

To export all payment information to Excel, click the "Export to Excel" link or icon.

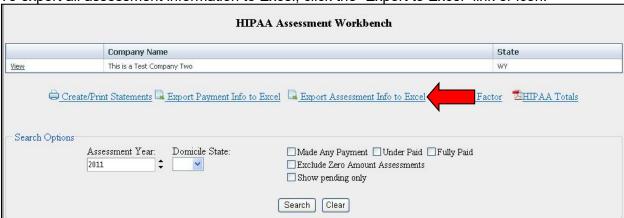


The records will open in an Excel file.

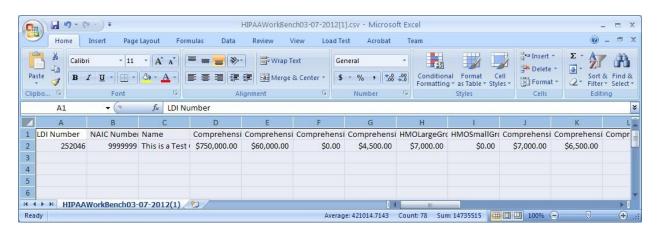


# 1.1.1.4 Export Assessment Info to Excel

To export all assessment information to Excel, click the "Export to Excel" link or icon.

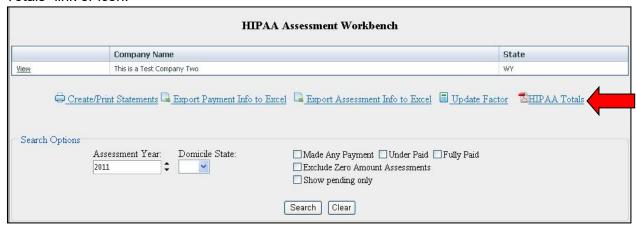


The records will open in an Excel file.

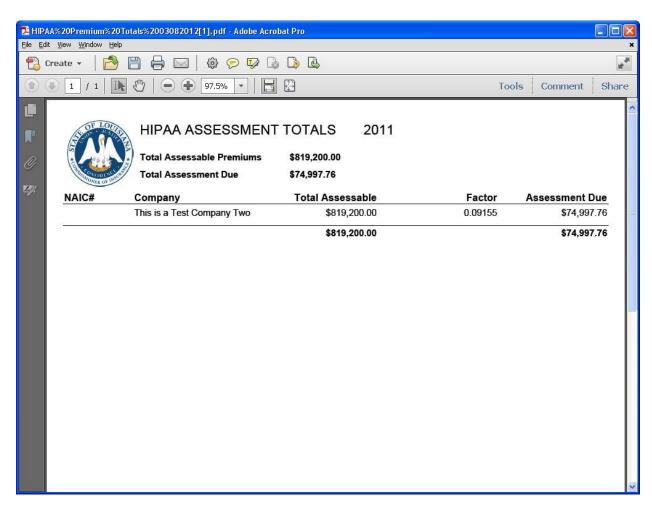


## 1.1.1.5 HIPAA Totals

To view the total assessable amount and assessment due for all companies, click the "HIPAA Totals" link or icon.



The records will open in a PDF file.

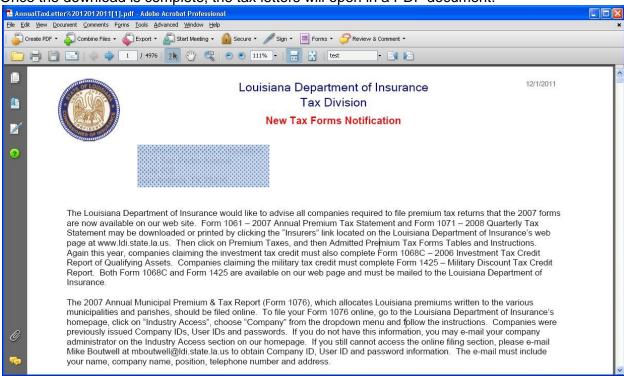


#### **Print Annual New Tax Form Notice Letters**

Click "Print Annual New Tax Form Notice Letters" from the "Form" icon dropdown list to open the file download dialogue. Select to "Open" or "Save" the tax letters and the file will begin to download.

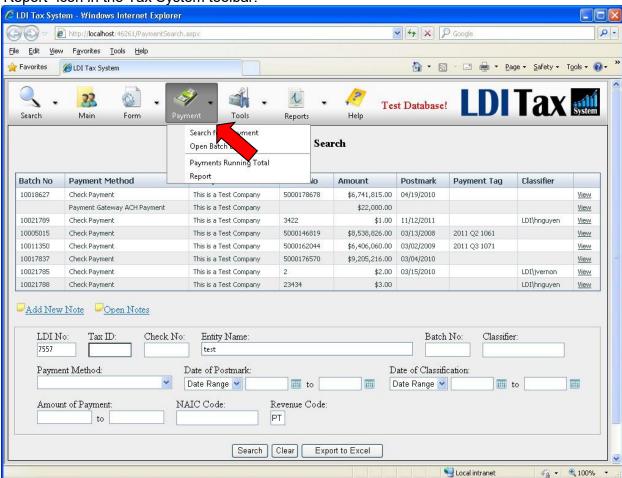


Once the download is complete, the tax letters will open in a PDF document.



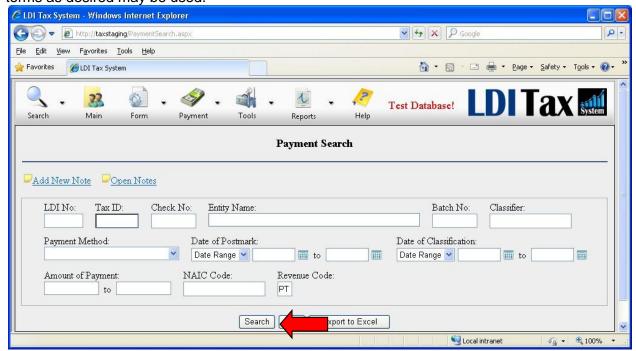
## **Payment**

The LDI Tax System includes the following payment options: Search for a Payment, Open Batch Detail, view Payments Running Total Report. Access these screens by clicking the "Report" icon in the Tax System toolbar.



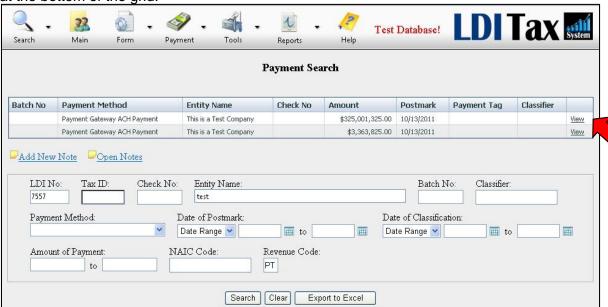
## **Search for a Payment**

The Payment Search screen allows users to search for payments using a variety of parameters such as LDI No, Tax ID, Check No, Entity Name, Batch No., Payment Method, and Amount. Any field in the search screen may be used to enter search criteria, and as few or as many terms as desired may be used.



Once all desired parameters have been entered, generate search results by clicking the "Search" button. Parameters may be erased and reset by clicking the "Clear" button.

When a search is initiated, a results screen will display as below. A viewing grid will display the results in alphabetical order by name. Users can reorder the displayed results by clicking on one of the column names, displayed here as *Batch No, Payment Method, Entity Name, Check No, Amount, Postmark, Payment Tag,* and *Classifier.* If the search results include more than twenty records, users can toggle between pages of results using the numbers or buttons at the bottom of the grid.



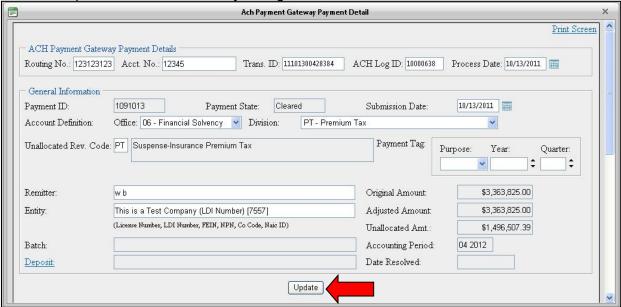
Clicking the "View" link will open the Payment Detail screen and display the details of the individual record.

Users also have the option to export search results to an Excel spreadsheet by clicking the "Export to Excel" button.

To clear these results and begin a new search, click the "Clear" button.

The Payment Detail screen displays the details such as Payment ID, Payment State, Submission Date, Remitter, Entity, and Batch. All fields that appear in white are editable, including the Payment Tag fields, which are used to identify payments.

Click the "Update" button to save any changes made to these fields.



The Allocations section of the screen displays data for all allocations associated with the payment. The Adjustments section displays all adjustment data.

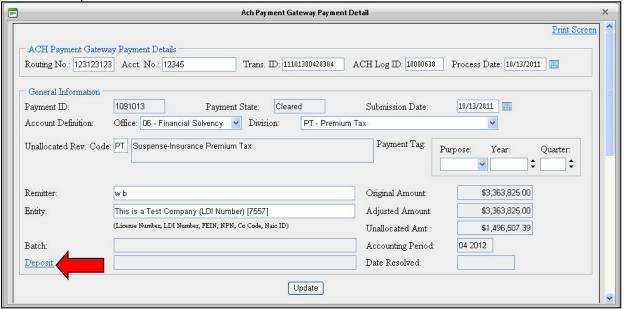


To print a paper copy of the Payment Detail screen, click the "Print Screen" link at the top of the screen.



To view deposit information for this payment, click the "Deposit" link. The Deposit Ticket Detail

screen will open.



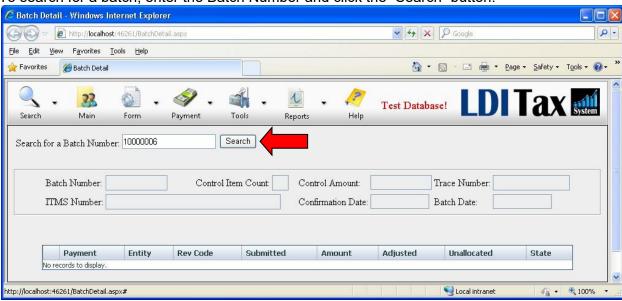
This screen displays the details such as Number, Type, Create Date, Deposit Date, Classification Date, Original Amount, and Adjusted Amount.



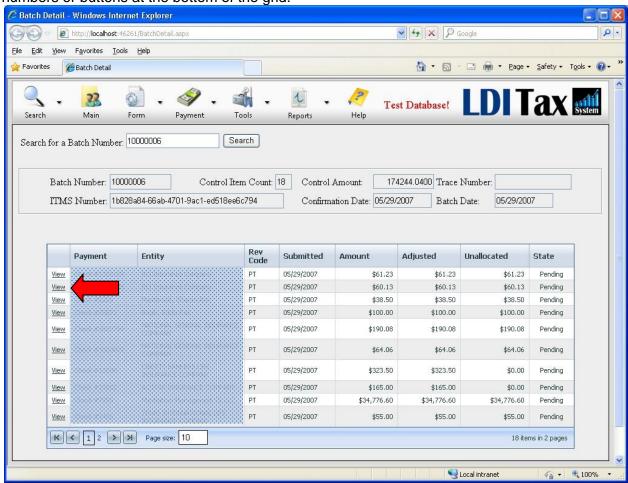
## **Open Batch Detail**

The Batch Detail screen displays the details such as Batch Number, Control Amount, Trace Number, ITMS Number, Confirmation Date, and Batch Date.

To search for a batch, enter the Batch Number and click the "Search" button.



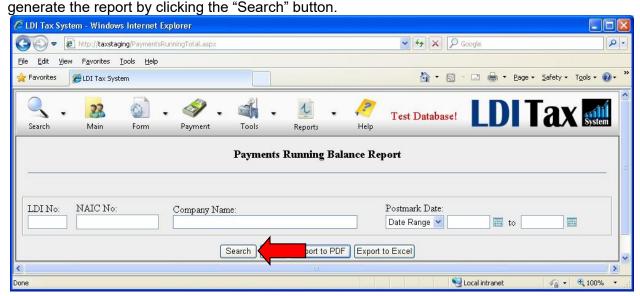
When a search is initiated, a results screen will display as below. A viewing grid will display the results in order by Submitted date. Users can reorder the displayed results by clicking on one of the column names, displayed here as *Payment, Entity, Rev Code, Submitted, Amount, Adjusted, Unallocated,* and *State.* Users can toggle between pages of results using the numbers or buttons at the bottom of the grid.



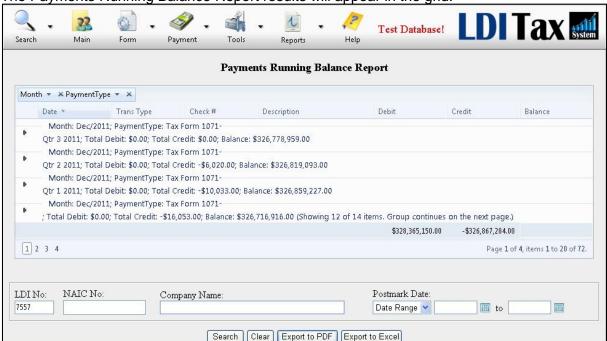
Clicking the "View" link will open the Payment Detail screen and display the details of the individual record.

## **Payments Running Total Report**

Select the Payments Running Balance Report from the "Payment" icon dropdown list to open the report dialogue. This report can be filtered by various parameters such as LDI No, NAIC No, Company Name, and Postmark Date. Once all desired parameters have been entered,



The Payments Running Balance Report results will appear in the grid.



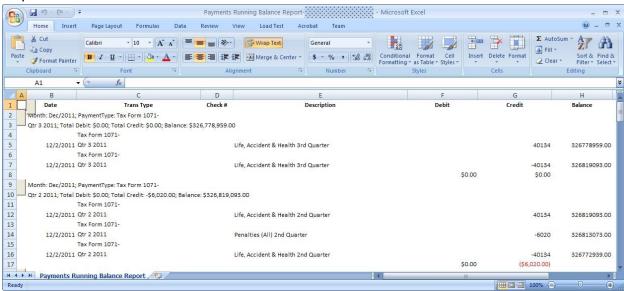
The viewing grid will display the results by month. Users can reorder the displayed results by clicking on one of the column names, displayed here as *Date, Trans Type, Check #, Description, Debit, Credit,* and *Balance*. If the search results extend to more than one page, users can toggle between pages using the numbers at the bottom of the grid.

To view additional detail for each item, click the arrow button to expand the grid.

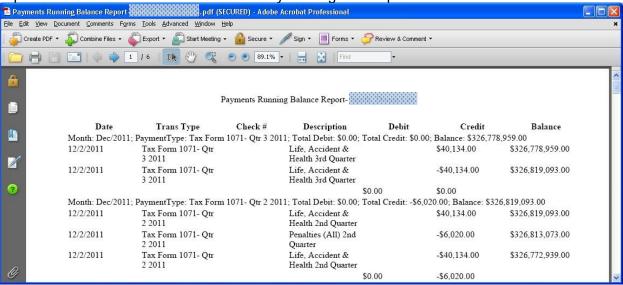


To clear these results and begin a new search, click the "Clear" button.

Users also have the option to export search results to an Excel spreadsheet by clicking the "Export to Excel" button.

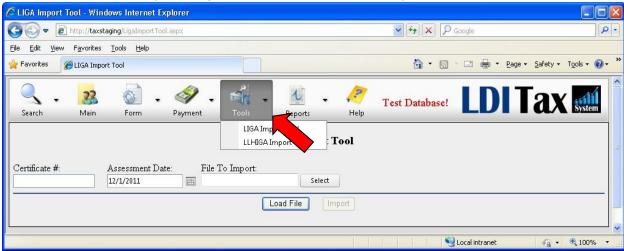


Export search results to a PDF document by clicking the "Export to PDF" button.



## **Tools**

The LDI Tax System includes two import tools: LIGA Import Tool and LLHIGA Import Tool. Access these screens by clicking the "Tools" icon in the Tax System toolbar.



## **LIGA Import Tool**

Select the LIGA Import Tool from the "Tools" icon dropdown list to open the import tool dialogue. Enter the Certificate Number and enter or select the Assessment Date. Click the "Select" button to choose a file to import.

**Note:** The file must be a valid Excel document (.txt).



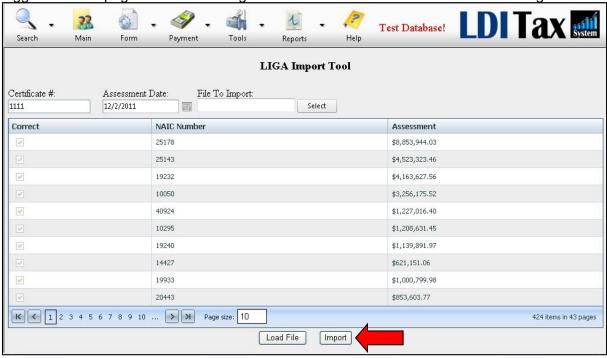
Once the file is selected, click the "Load File" button.



If there are no incorrect records, a success message will appear.



A viewing grid will display the assessment data in order of amount. Users can reorder the displayed results by clicking on one of the column names, displayed here as *Correct, NAIC Number,* and *Assessment.* If the search results include more than twenty records, users can toggle between pages of results using the numbers or buttons at the bottom of the grid.



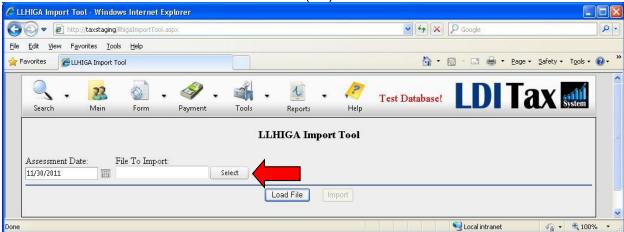
To finish importing the assessment data into the system, click the "Import" button. If the import is successful, a success message will appear.



## **LLHIGA Import Tool**

Select the LIGA Import Tool from the "Tools" icon dropdown list to open the import tool dialogue. Select the Assessment Date and click the "Select" button to choose a file to import.

**Note:** The file must be a valid Excel document (.txt).



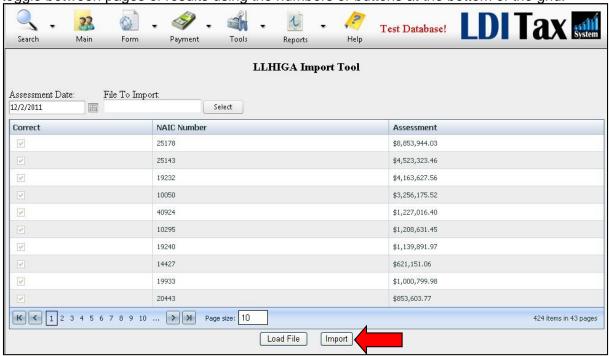
Once the file is selected, click the "Load File" button.



If there are no incorrect records, a success message will appear.



A viewing grid will display the assessment data in order of amount. Users can reorder the displayed results by clicking on one of the column names, displayed here as *Correct, NAIC Number,* and *Assessment.* If the search results include more than twenty records, users can toggle between pages of results using the numbers or buttons at the bottom of the grid.

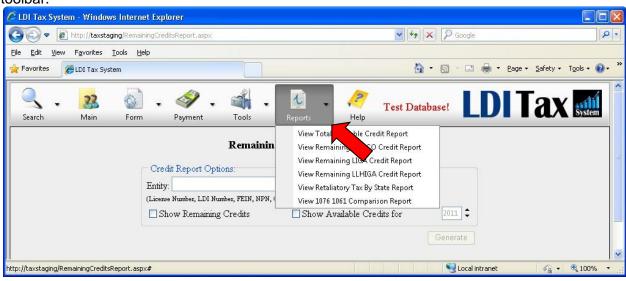


To finish importing the assessment data into the system, click the "Import" button. If the import is successful, a success message will appear.



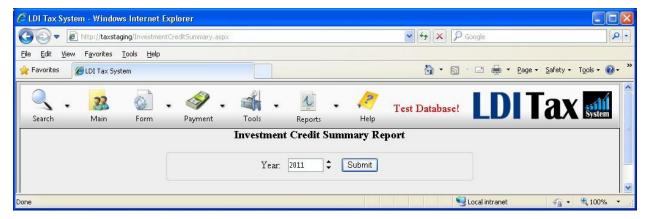
## Reports

The LDI Tax System includes the following reports: Total Available Credit Report, Remaining Capco Credit Report (Available Capco Credit Report), Remaining LIGA Credit Report (Available LIGA Credit Report), Remaining LLHIGA Credit Report (Available LLHIGA Credit Report), Retaliatory Tax By State Report, and 1076 1061 Comparison Report. Access these reports by clicking the "Reports" icon in the Tax System toolbar.

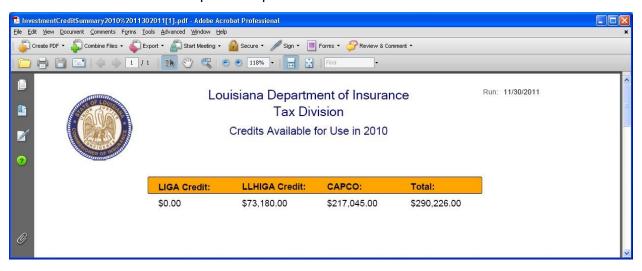


## **Total Available Credit Report**

Select the Total Available Credit Report from the "Report" icon dropdown list to open the report dialogue. Select the desired year and click the "Submit" button.



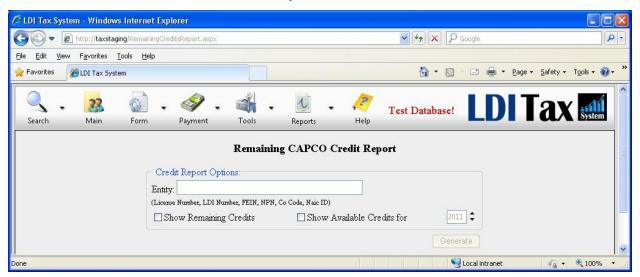
The Total Available Credit Report will open in a PDF document.



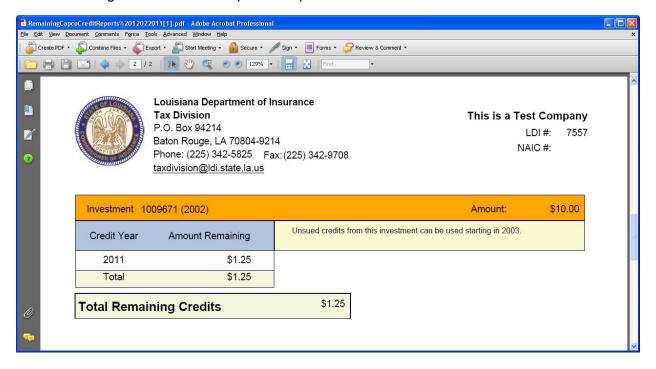
## **Remaining CAPCO Credit Report**

Select the Remaining CAPCO Credit Report from the "Report" icon dropdown list to open the report dialogue. Check the "Show Remaining Credits" checkbox.

To run this report of an individual entity, enter the License Number, LDI Number, FEIN, NPN, Co Code, or NAIC ID into the Entity field, and select the desired entity. To run this report for all entities with CAPCO credits, leave the Entity field blank. Then click the "Generate" button.



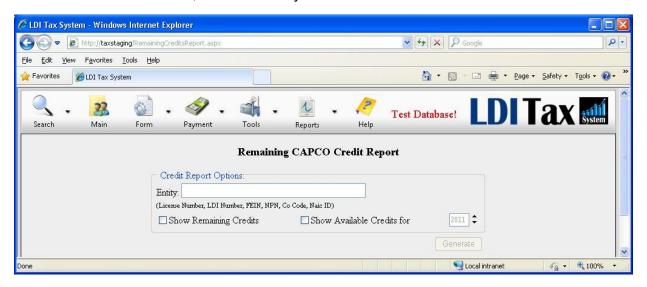
The Remaining CAPCO Credit Report will open in a PDF document.



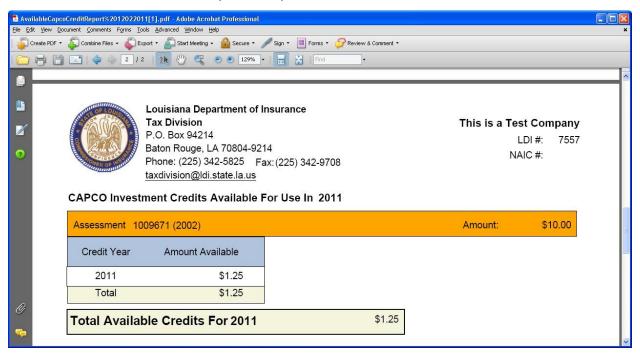
## **Available CAPCO Credit Report**

Select the Remaining CAPCO Credit Report from the "Report" icon dropdown list to open the report dialogue. Check the "Show Available Credits for" checkbox and select a year.

To run this report of an individual entity, enter the License Number, LDI Number, FEIN, NPN, Co Code, or NAIC ID into the Entity field, and select the desired entity. To run this report for all entities with CAPCO credits, leave the Entity field blank. Then click the "Generate" button.



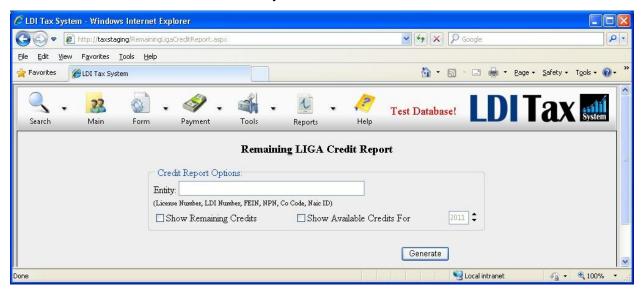
The Available CAPCO Credit Report will open in a PDF document.



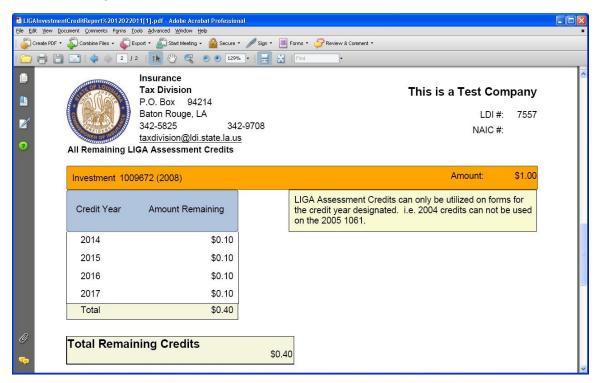
#### **Remaining LIGA Credit Report**

Select the Remaining LIGA Credit Report from the "Report" icon dropdown list to open the report dialogue. Check the "Show Remaining Credits" checkbox.

To run this report of an individual entity, enter the License Number, LDI Number, FEIN, NPN, Co Code, or NAIC ID into the Entity field, and select the desired entity. To run this report for all entities with LIGA credits, leave the Entity field blank. Then click the "Generate" button.



The Remaining LIGA Credit Report will open in a PDF document.



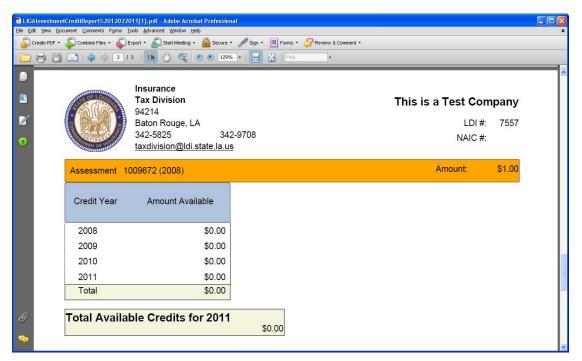
## **Available LIGA Credit Report**

Select the Remaining LIGA Credit Report from the "Report" icon dropdown list to open the report dialogue. Check the "Show Available Credits for" checkbox and select a year.

To run this report of an individual entity, enter the License Number, LDI Number, FEIN, NPN, Co Code, or NAIC ID into the Entity field, and select the desired entity. To run this report for all entities with LIGA credits, leave the Entity field blank. Then click the "Generate" button.



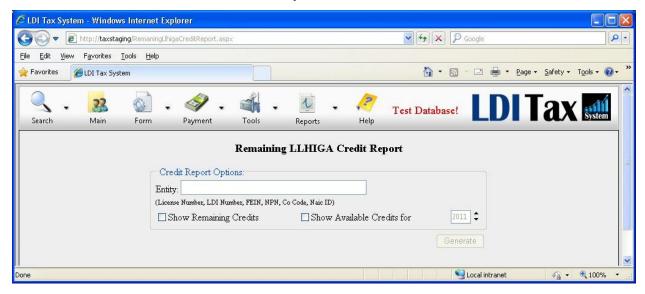
The Available LIGA Credit Report will open in a PDF document.



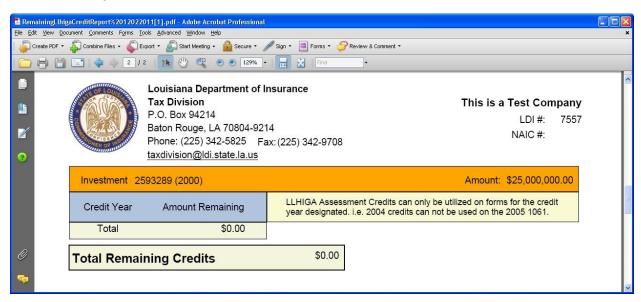
## **Remaining LLHIGA Credit Report**

Select the Remaining LLHIGA Credit Report from the "Report" icon dropdown list to open the report dialogue. Check the "Show Remaining Credits" checkbox.

To run this report of an individual entity, enter the License Number, LDI Number, FEIN, NPN, Co Code, or NAIC ID into the Entity field, and select the desired entity. To run this report for all entities with LLHIGA credits, leave the Entity field blank. Then click the "Generate" button.



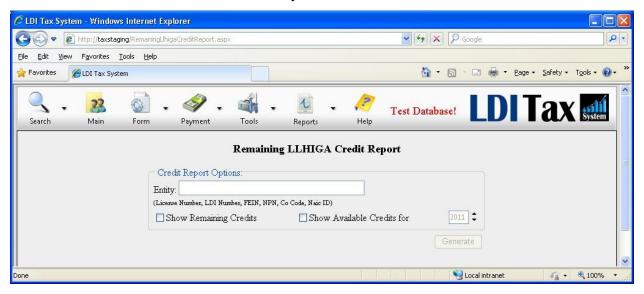
The Remaining LLHIGA Credit Report will open in a PDF document.



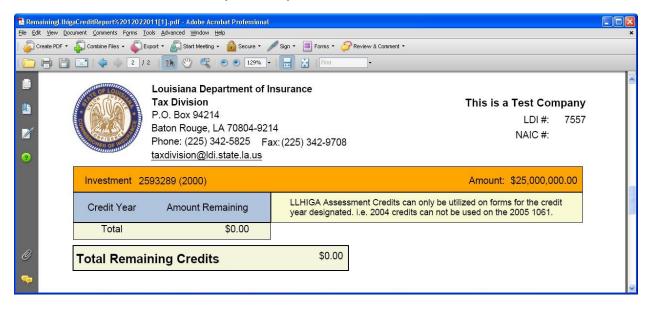
## **Available LLHIGA Credit Report**

Select the Remaining LLHIGA Credit Report from the "Report" icon dropdown list to open the report dialogue. Check the "Show Available Credits for" checkbox and select a year.

To run this report of an individual entity, enter the License Number, LDI Number, FEIN, NPN, Co Code, or NAIC ID into the Entity field, and select the desired entity. To run this report for all entities with LLHIGA credits, leave the Entity field blank. Then click the "Generate" button.



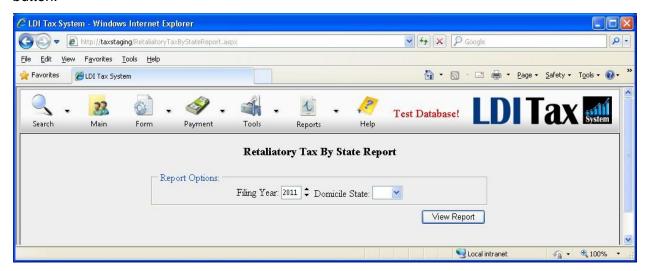
The Available LLHIGA Credit Report will open in a PDF document.



## **Retaliatory Tax By State Report**

Select the Retaliatory Tax by State Report from the "Report" icon dropdown list to open the report dialogue. Select the desired year.

To run this report for an individual Domicile State, select a state from the dropdown box. To run this report for all states, leave the dropdown box blank. Then click the "View Report" button.



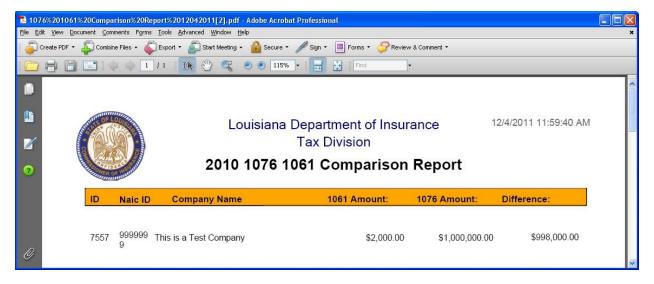
The Retaliatory Tax by State Report will open in a PDF document. Retaliatory%20Tax%20By%20State%20Report%2011302011[1],pdf - Adobe Acrobat Professional Elle Edit View Qocument Comments Figms Tools Advanced Window Help Create PDF 🕶 🛴 Combine Files 🕶 🚳 Export 🔻 🔊 Start Meeting 🕶 🔒 Secure 🕶 🥒 Sign 💌 🗏 Forms 🔻 🤔 Review & Comment 🔻 11/30/2011 2:59:43 PM Louisiana Department of Insurance 1 Tax Division 2010 Retaliatory Tax By State Report State: AL LDI# Name Naic # LA Premiums Foreign Premiums Retaliatory Tax \$4,318.00 \$2,947.00 \$258.00 \$0.00 \$0.00 \$695.00 \$0.00 \$0.00 \$305.00 Total 2010 Retaliatory Tax ( AL ): \$1,258.00 State: AR Name Naic # LDI# LA Premiums Foreign Premiums Retaliatory Tax \$296,096.00 \$148,048.00 \$1.056.00 Total 2010 Retaliatory Tax ( AR ): \$1,056.00

## 1076 1061 Comparison Report

Select the 1076 1061 Comparison Report from the "Report" icon dropdown list to open the report dialogue. Select the desired filing year and click the "View Report" button.



The 1076 1061 Comparison Report will open in a PDF document.



# ATTACHMENT VI: SAMPLE CONTRACT STATE OF LOUISIANA

# **CONTRACT**

On this day of, 20, the ( <i>Agency Name</i> ), hereinafter sometimes referred to as the "State", and ( <i>Contractor's name and legal address including zip code</i> ), hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.
1.0 SCOPE OF SERVICES
Contractor hereby agrees to furnish services to State as specified in Section 3.0.
1.1 CONCISE DESCRIPTION OF SERVICES
[Provide the concise description of the data processing consulting services to be acquired]
1.2 COMPLETE DESCRIPTION OF SERVICES
A full description of the scope of services is contained in the following Attachments which are made a par of this contract:
Attachment I - Statement of Work
Attachment II - Hardware/Software Environment
Attachment III - Contractor Personnel and Other Resources
Attachment IV - State Furnished Resources
2.0 ADMINISTRATIVE REQUIREMENTS
2.1 TERM OF CONTRACT
This contract shall begin on and shall end on State has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

#### 2.2 WARRANTIES

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

- A. *Period of Coverage*. The Warranty period for software and system components covered under this Contract will begin on the date of acceptance or date of first productive use, whichever occurs later, and will terminate *(spell-out) (n)* months thereafter.
- B. Free from Defects. Contractor warrants that the system developed hereunder shall be free from defect in design and implementation and will continue to meet the specifications agreed to during system design and Contractor will, without additional charge to the State, correct any such defect and make such additions, modifications, or adjustments to the system as may be necessary to operate as specified in the Technical Deliverables accepted by the State.
- C. Software Standards Compliance. Contractor warrants that all software and other products delivered hereunder will comply with State standards and/or guidelines for resource names, programming languages, and documentation as referenced in Attachment II.
- D. Software Performance. Specific operating performance characteristics of the software developed and/or installed hereunder are warranted by the Contractor as stated in Attachment I.
- E. Original Development. Contractor warrants that all materials produced hereunder will be of original development by Contractor, and will be specifically developed for the fulfillment of this contract. In the event the Contractor elects to use or incorporate in the materials to be produced any components of a system already existing, Contractor shall first notify the State, which after whatever investigation the State may elect to make, may direct the Contractor not to use or incorporate any such components. If the State does not object, Contractor may use or incorporate such components at Contractor's expense and shall furnish written consent of the party owning the same to the State in all events. Such components shall be warranted as set forth herein (except for originality) by the Contractor and the Contractor will arrange to transfer title or the perpetual license for the use of such components to the State for purposes of the contract.
- F. No Surreptitious Code Warranty. Contractor warrants that software provided hereunder will be free from any "Self-Help Code". "Self-Help Code" means any back door, time bomb, or drop dead device or other routine designed to disable a computer program with the passage of time or under the positive control of a person or party other than the State. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. "Unauthorized Code" does not include "Self-Help Code".

#### 2.3 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

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

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

#### 2.4 STAFF INSURANCE

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

#### 2.5 LICENSES AND PERMITS

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

#### 2.6 SECURITY

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

#### **2.7 TAXES**

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

#### 2.8 CONFIDENTIALITY

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

### 3.0 TECHNICAL REQUIREMENTS

#### 3.1 STATEMENT OF WORK

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

## 3.2 CONFIGURATION REQUIREMENTS

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

### 3.3 PROJECT MANAGEMENT

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

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

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

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

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

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

### 3.4 QUALITY ASSURANCE REVIEWS

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

#### 3.5 CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

- A. *Project Manager*. Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.
- B. Key Personnel. Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.
- C. Personnel Changes. Contractor's Project Manager and other key personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.
- D. Other Resources. Contractor will provide other resources as specified in Attachment III.

## 3.6 STATE PROJECT DIRECTOR

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

## 3.7 STATE FURNISHED RESOURCES

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

### 3.8 STATE STANDARDS AND GUIDELINES

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

#### 3.9 ELECTRONICALLY FORMATTED INFORMATION

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

## 4.0 ACCEPTANCE OF DELIVERABLES

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

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

- B. Submittal and Initial Review. Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State Project Director will use best efforts to review the Deliverable within five (5) business days after the Deliverable is presented to the State Project Director, but in no event later than ten (10) business days after the Deliverable is presented to the State Project Director. Within the applicable period, the State Project Director will direct the appropriate review process, coordinate any review outside the Project team, and present results to any user committees and/or Steering Committee for approval, as needed. The initial review process will be comprehensive with a view toward identifying all items which must be modified or added to enable a Deliverable to be approved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.
- C. *Notification of Acceptance or Rejection*. If no notification is delivered to Contractor within the applicable period, the Deliverable will be considered approved. If State disapproves a Deliverable, State will notify Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved.
- D. Resubmitting Corrected Deliverables. With respect to such Deliverables, Contractor will resubmit the Deliverable with requested modifications and the State Project Director will review such modifications within five (5) business days. If no notification is delivered to Contractor within those five (5) business days, the Deliverable is considered approved. If the State disapproves that Deliverable, the State will notify Contractor in writing of any additional deficiencies which result from such modifications and Contractor will resubmit the Deliverable with the requested modifications. The parties agree to repeat this process as required until all such identified deficiencies are corrected or a determination of breach or

default is made. The payment by the State for each activity is contingent upon correction of all such deficiencies and acceptance by the State.

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).

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

## Example A. Payment by Task.

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

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

## Payment Schedule

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

\$000.00 Task 4 Verify Functional Requirements

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

\$000.00 Task 7 WIS System Modifications and Testing

\$000.00 Task 9 Develop System Documentation

\$000.00 Task 12 Conduct Pilot Test

\$000.00 Task 14 Statewide Implementation

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

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

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

<u>Prohibition Against Advance Payments</u>. 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%

#### **6.0 TERMINATION**

#### **6.1 TERMINATION FOR CAUSE**

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

#### **6.2 TERMINATION FOR CONVENIENCE**

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

### 7.0 REMEDIES FOR DEFAULT

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

## 8.0 AVAILABILITY OF FUNDS

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

### 9.0 OWNERSHIP OF PRODUCT

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

#### **10.0 NONASSIGNABILITY**

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

#### 11.0 RIGHT TO AUDIT

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

### 12.0 RECORD RETENTION

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

#### 13.0 AMENDMENTS IN WRITING

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

## **14.0 FUND USE**

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

### 15.0 NON-DISCRIMINATION

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

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

#### 16.0 HEADINGS

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

# 17.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE (Optional Clause: should only be used in a contract that was awarded through RFP)

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

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

(	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
CONTRACTOR'S SIGNATURE	
DATE	-
STATE'S SIGNATURE	-
DATE	-

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

## ATTACHMENT I STATEMENT OF WORK

## 1.0 INTRODUCTION

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

## 2.0 DESCRIPTION OF SERVICES/TASKS

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

#### 3.0 SCHEDULE REQUIREMENTS

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

## 4.0 PERFORMANCE MEASURES AND MONITORING PLAN

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

## **5.0 DELIVERABLES**

Contractor agrees to provide the following deliverables within the time frames specified herein: [List the project deliverables with a description of each deliverable. More information can be placed in a separate attachment or included by reference to the specific Request for Proposals and/or the proposal provisions.]

Examples are as follows:

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

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

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

# **6.0 STANDARD OF PERFORMANCE**

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

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

# ATTACHMENT II HARDWARE/SOFTWARE ENVIRONMENT

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

#### 1.0 HARDWARE AND OPERATING SYSTEM SOFTWARE

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

## 2.0 SPECIAL REQUIREMENTS

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

## 3.0 STANDARDS AND GUIDELINES

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

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

# ATTACHMENT III CONTRACTOR PERSONNEL AND OTHER RESOURCES

## 1.0 CONTRACTOR PERSONNEL

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

<u>Name/Company Responsibilities/Classification Rate</u>	<u>xpected Duration</u>
····	

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

## 2.0 PC WORKSTATIONS

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

# 3.0 NETWORK CONNECTIVITY

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

# ATTACHMENT IV STATE FURNISHED RESOURCES

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

#### 1.0 PROJECT DIRECTOR

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

## 2.0 TECHNICAL STAFF

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

#### 3.0 FUNCTIONAL STAFF

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

## 4.0 OFFICE FACILITIES

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

## **5.0 COMPUTER FACILITIES**

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

# ATTACHMENT V INSURANCE REQUIREMENTS FOR CONTRACTORS

## 1.0 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

#### 2.0 MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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

### 3.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

#### 4.0 OTHER INSURANCE PROVISIONS

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

- 1. General Liability and Automobile Liability Coverages
- a. The Agency, its officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
- b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its officers, officials, employees Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 2. Workers' Compensation and Employers Liability Coverage

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

## 3. All Coverages

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

## **5.0 ACCEPTABILITY OF INSURERS**

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

## **6.0 VERIFICATION OF COVERAGE**

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

## 7.0 SUBCONTRACTORS

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