

# REQUEST FOR PROPOSALS

**ADDENDUM #3**

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**Automated Recruitment, Onboarding,  
Employee Evaluation and Development System  
For  
The Louisiana Community and Technical College System**



**RFP #:40016-09102019**

**Proposal Due Date: November 22, 2019**

**Proposal Due Time: 4:00 p.m. CT**

**State of Louisiana**

**LCTCS**

**September 10, 2019**

**ADDENDUM #3 Effective December 10, 2019**

**ADDENDUM #4 Effective January 13, 2020**

**ADDENDUM #5 Effective March 19, 2020**

**ADDENDUM #6 Effective June 8, 2020**

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**REQUEST FOR PROPOSAL**  
**Automated Recruitment, Onboarding,**  
**Employee Evaluation, and Development System**  
**FOR**  
**The Louisiana Community and Technical College System**

**PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 from bona fide, qualified Proposers who are interested in providing a contractor hosted automated recruiting, onboarding, employee evaluation and development system.

**1.2 Background**

The Louisiana Community and Technical College System (LCTCS) is one of the fastest growing two-year college systems in the nation in terms of production. LCTCS is composed of twelve (12) community and technical colleges with over 5,000 full-time and part-time employees throughout the State of Louisiana. Each institution varies in size but plays a vital role in preparing students to incorporate new knowledge and new technologies into their daily lives.

Budget restraints in recent years have yielded less staff and longer process times in recruitment, onboarding, evaluation, and development of one of the most vital assets to LCTCS, the faculty and staff. LCTCS seeks to develop consistent recruitment, onboarding, evaluation, and development practices without compromising the autonomy and uniqueness of the individual colleges.

<b>Louisiana Community and Technical College System</b>
Louisiana Community and Technical College System Office
Baton Rouge Community College
Bossier Parish Community College
Central Louisiana Technical Community College
Delgado Community College
Fletcher Technical Community College
Louisiana Delta Community College
Northshore Technical Community College
Nunez Community College
Northwest Louisiana Technical Community College
River Parishes Community College
South Louisiana Community College
SOWELA Technical Community College

LCTCS Human Resource Offices and hiring managers face many challenges in recruiting the best and brightest. It is essential for candidates to view available positions system wide and apply online for such positions. It is also important that the Human Resource Offices and hiring managers have a tool that can cull through many applications and provide a list of eligible candidates. This solution shall also allow candidates to see their recruitment status throughout the hiring process.

During peak times, there is an increase in hiring which requires sensitive paperwork to be completed correctly and timely. Due to the availability of staff and critical time constraints at the beginning of a semester, lag times may result in processing payroll and benefit enrollments while continually meeting with employees.

Current employees are valued and the automation of the evaluation and development process for each can provide valuable real time feedback and growth.

An automated recruitment, onboarding, evaluation, and development system can alleviate the current manual processes and provide real time service to applicants and employees.

### **1.3 Goals and Objectives**

LCTCS seeks to enter into a single system contract for recruitment, onboarding, employee evaluation and development. This hosted system should have the ability to manage and track all aspects of recruitment and onboarding of new hires, and to provide an automated process for employee evaluations and development for existing employees. This shall be configured to allow flexibility and uniqueness of each college and to integrate with Banner.

### **1.4 Term of Contract**

The term of any contract resulting from this solicitation shall be for an initial period of thirty-six (36) months, unless otherwise terminated in accordance with termination provisions of the Contract. At the option of LCTCS and acceptance of the Contractor, the contract may be extended for an additional twenty-four (24) month period at the same prices, terms and conditions. Total contract time may not exceed sixty (60) months.

Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted to extend contract terms beyond the initial thirty-six (36) month term. The total contract term, with extensions, shall not exceed sixty (60) months. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

### **1.5 Definitions**

The State of Louisiana	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the state of Louisiana authorized to participate in any contract resulting from this RFP.
Banner	The comprehensive Human Resources, Payroll and Financial information system used by LCTCS that contains all staffing, employment, and financial actions.
Contract	A legal binding agreement between LCTCS and the awarded Contractor(s).
Contractor	Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DOA	Division of Administration
DOE	U. S. Department of Education
HIPPA	The "Health Insurance Portability and Accountability Act" of 1996, commonly known as HIPAA, is a federal law that provides data privacy and security provisions for safeguarding medical information. Employees have specific, protected rights regarding the release of personal information.
IT	Information Technology personnel
LCTCS	Louisiana Community and Technical College System Board of Supervisors
May and Can	The terms "may" and "can" denote an advisory or permissible action.
Must	The term "must" denotes mandatory requirements.
OSP	Office of State Procurement
Proposal	A submission by the Proposer to enter into a Contract with LCTCS to supply and support the products and/or services described, in accordance with the RFP specifications.
Proposer	A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
RFP	Request for Proposal
Shall	The terms "shall" denote mandatory requirements per La. R.S. 39:1556(52).
Should	The term "should" denotes a desirable action.
State	The State of Louisiana.



## 1.6 Schedule of Events

<b>Action / Event</b>	<b>Date and Time (CT)</b>
RFP advertised in newspapers and posted to LaPAC and LCTCS websites; Blackout Period begins	September 10, 2019 - 4:00 p.m.
Mandatory Pre-Proposal Teleconference	October 4, 2019 - 2:00 p.m.
Deadline for LCTCS to receive written inquiries	October 18, 2019 - 4:00 p.m.
Deadline for LCTCS to answer written inquiries	November 1, 2019 - 4:00 p.m.
Proposal Opening Date (Proposal Submission Deadline)	November 22, 2019 - 4:00 p.m.
Oral Presentations/Discussions with Selected Proposers, if applicable	<del>January 6</del> <b>January 8</b> , 2020 – TBD
Best and Final Offer with Proposers, if applicable	<del>January 10, March 23,</del> <b>January 13, May 25,</b> 2020
OSP Approval of Intent to Award (tentative)	<del>January 27, April 6,</del> <b>January 29, June 8,</b> <del>April 6, June 8,</del> <b>July 24,</b> 2020
Notice of Intent to Award to be issued	<del>January 28, July 7,</del> <b>January 30, June 9,</b> <del>April 7, June 9,</del> <b>July 31,</b> 2020
Approval from LCTCS Board of Supervisors	<del>February 12, April 8,</del> <b>June 10, August 12,</b> 2020
Contract Execution	On or before <del>March 10,</del> <b>May 1,</b> <del>July 10,</del> <b>September 1,</b> 2020

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

## 1.7 Proposal Submittal

This proposal is available in electronic form at the LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/srchclsd.cfm> and <http://www.lctcs.edu/rfp>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with LCTCS. Contact information for the RFP Contracting Officer is provided in **Section 1.12.2** of this RFP.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

**NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.**

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

- Proposal Name: **Identify**
- File Number: **Identify**, Solicitation Number: **Identify**
- Proposal Opening Date and Time: **Identify**

LCTCS must receive the proposal at its physical location by the date and time specified in **Section 1.6 Schedule of Events**, of this RFP.

Proposals may be delivered by hand or courier service to LCTCS physical location at:

LCTCS  
265 S. Foster Drive  
Baton Rouge, LA 70806

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to LCTCS physical location. LCTCS is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

**PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.**

### **1.8 Proposal Response Format**

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

#### **A. Cover Letter**

A cover letter should be submitted on the Proposer's official business letterhead and 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 LCTCS.

**ATTENTION:** Please indicate in the cover letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon LCTCS's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the LCTCS before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification, or other supportive documents shall be attached to the Cover Letter.**
3. The Proposer has filed with the Secretary of State an affidavit **or** resolution **or** other acknowledged/authentic document indicating that the signer is authorized to submit

proposals for public contracts. **A copy of the applicable document must be submitted to the LCTCS before contract award.**

4. If the Proposer 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.**
5. 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.
6. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with LCTCS.
  - a. The cover letter should also:
    - i. Identify the submitting Proposer and provide their federal tax identification number;
    - ii. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
    - iii. 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: Organized in the order contained herein.

C. Proposer Qualifications and Experience: Description of Proposer's company including brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited.

D. Proposed Solution / Technical Response:

Illustrating and describing proposed technical solution and compliance with the RFP requirements, the Proposer's proposal response should give detailed responses to all the requirements and not just include a response of Yes and/or No.

E. Project Schedule

The Proposer should provide a detailed schedule of implementation for full implementation, including actions, timeliness, and responsible parties.

F. Financial Proposal

Proposer's fees and pricing, if any, shall be submitted in accordance with Attachment B Price Schedule. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

**The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as "FINANCIAL PROPOSAL".**

## **1.9 Number of Copies of Proposals**

Each Proposer shall submit one (1) signed original response.

Each Proposer should submit the following:

- Six (6) additional copies of the proposal
- One (1) redacted copy of proposal, if applicable (See **Section 1.11** of this RFP)
- One (1) “searchable” electronic copy of proposal on two (2) separate USB flash drives
- One (1) electronic redacted copy of proposal on a USB flash drive, if applicable (See **Section 1.11** of this RFP)

### **1.10 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as possible. The Proposer’s response is to 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 is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

### **1.11 Confidential Information, Trade Secrets, and Proprietary Information**

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

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

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

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

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

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

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

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

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

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

## **1.12 Proposal Clarifications Prior to Submittal**

### **1.12.1. Mandatory Pre-proposal Teleconference**

A mandatory pre-proposal teleconference will be held on October 4, 2019 at 2:00 p.m., (877) 810-9415, Access Code 6499147#. The purpose of the teleconference shall be for proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions.

Although impromptu questions will be permitted and spontaneous answers will be provided during the teleconference, the only official answer or position of the State will be stated in writing in response to written questions via an addendum to this RFP. Potential proposers must submit all questions in writing even if an answer has already been given to an oral question. After the teleconference, written questions will be researched and an official response will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/srchclsd.cfm>.

### **1.12.2. Proposer Inquiry Periods**

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires responsible and interested Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date set forth in **Section 1.6, Schedule of Events** of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation shall be delivered to the State's contact person for the RFP, Michele Nardini, by mail, express courier, e-mail, hand or fax:

LCTCS  
Michele M. Nardini  
Coordinator of Financial and Administrative Services  
265 S. Foster Drive  
Baton Rouge, LA 70806  
phone: (225) 922-1635 fax: (225) 922-1185  
[mnardini@lctcs.edu](mailto:mnardini@lctcs.edu)

Only the RFP Coordinator or their designee has the authority to officially respond to a Proposer's questions on behalf of LCTCS, including during the Blackout Period. Any communications from any other individuals are not binding to the LCTCS.

An addendum will be issued and posted on the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of State Procurement at least two (2) days prior to the deadline for submitting proposals.

**Note: LaPAC** is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg).

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

### **1.12.3. Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.12.2 of this RFP. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

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

Any Bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

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

Notwithstanding the foregoing, the Blackout Period shall not apply to:

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

### **1.13. Error and Omissions in Proposal**

The State will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer.

### **1.14. Proposal Guarantee**

Not required for this RFP.

### **1.15. Performance Bond**

Not required for this RFP.

### **1.16. Fidelity Bond Requirements**

Not required for this RFP.

### **1.17. Changes, Addenda, Withdrawals**

LCTCS reserves the right to change the Schedule of Events or revise any part of the RFP by issuing an addendum to the RFP at any time. LCTCS also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

### **1.18. Withdrawal of Proposal**

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

### **1.19. Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

### **1.20. Waiver of Administrative Informalities**

LCTCS reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.



### **1.21. Proposal Rejection/RFP Cancellation**

Issuance of this RFP in no way constitutes a commitment by LCTCS to award a contract. LCTCS reserves the right to accept or reject any or all Proposals submitted or to cancel this RFP if it is in the best interest of LCTCS to do so. Further, LCTCS reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from LCTCS.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid 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 bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

### **1.22. Ownership of Proposal**

All materials submitted in response to this request become the property of LCTCS. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by LCTCS and not returned to Proposers. Any copyrighted materials in the response are not transferred to LCTCS.

### **1.23. Cost of Offer Preparation**

LCTCS is not liable for any costs incurred by prospective Proposers or Contractors 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 the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by LCTCS.

### **1.24. Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

### **1.25. Taxes**

Any taxes, other than State and local sales and use taxes, from which LCTCS is exempt, shall be assumed to be included within the Proposer's cost.

### **1.26. Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, LCTCS reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

### **1.27. Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. LCTCS shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **1.28. Use of Subcontractors**

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, LCTCS urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the LCTCS Project Manager.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

### **1.29. Written or Oral Discussions/Presentations**

LCTCS, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, LCTCS reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance LCTCS' understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

### **1.30. Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

### **1.31. Independent Price Determination**

By submitting a proposal, the Proposer certifies that the price submitted was independently arrived at without collusion.

### **1.32. Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by the LCTCS Evaluation Committee for the purpose of selecting the Proposer most advantageous to LCTCS with whom LCTCS shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected by LCTCS. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

The LCTCS Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

Written recommendation for award shall be made to LCTCS for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to LCTCS, price and other factors considered.

The committee may reject any or all proposals if it is considered in the best interest of LCTCS.

### **1.33. Best and Final Offers (BAFO)**

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

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

### **1.34. Contract Negotiations**

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. LCTCS must approve the final contract form and issue a purchase order, if applicable, to complete the process.

### **1.35. Contract Award and Execution**

LCTCS reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by LCTCS.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample generic contract in **Attachment C** of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is executed. LCTCS' mandatory terms and conditions include but are not limited to those contained in **Section 1.24** of this RFP and are not negotiable. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(J).

If the contract negotiation period exceeds thirty (30) days, or if the selected Proposer fails to sign the contract within **seven (7) calendar** days of delivery of it, LCTCS may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.-

Award shall be made to the Proposer with the highest score, whose proposal, conforming to the RFP, will be the most advantageous to LCTCS, price and other factors considered.

LCTCS intends to make a single award.

### **1.36. Notice of Intent to Award**

Upon review and approval of the evaluation committee's recommendation for award, LCTCS will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract and approval by LCTCS. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of LCTCS, LCTCS may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

LCTCS will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report

are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the LCTCS Chief Procurement Officer, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

### **1.37. Debriefings**

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with RFP Coordinator, Michele M. Nardini. Contact may be made by phone at (225) 922-1635 or e-mail to [mnardini@lctcs.edu](mailto:mnardini@lctcs.edu).

### **1.38. Insurance Requirements**

Contractor shall furnish LCTCS with certificates of insurance effecting coverage(s) required by this RFP in accordance with **Attachment "E" Insurance Requirements for Contractors**. 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 LCTCS before work commences. LCTCS reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Attachment "E" Insurance Requirements for Contractors** for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

### **1.39. Subcontractor Insurance**

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

### **1.40. Indemnification and Limitation of Liability**

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless LCTCS 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 in the performance of the contract, 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 LCTCS.

Contractor will indemnify, defend and hold LCTCS 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 LCTCS in any action for infringement

of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that LCTCS 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 the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, LCTCS 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) LCTCS' unauthorized modification or alteration of a Product, Material or Service; ii) LCTCS' use of the Product, Material, or Service in combination with other products not furnished by Contractor; iii) LCTCS' 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 LCTCS' exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the LCTCS 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 LCTCS up to the dollar amount of the Contract. Any injunction that is issued against LCTCS which prevents LCTCS from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for LCTCS or provided to LCTCS one of the alternatives set forth in the foregoing sentence is cause for LCTCS to terminate the Contract. In the event of such termination, LCTCS will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

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 for products, materials, or services 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.

LCTCS 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.

#### **1.41. Payment**

### **1.41.1. Payment for Services**

The LCTCS shall pay Contractor in accordance with the Pricing Schedule set forth in **Attachment B**. Payments are predicated upon successful completion and written approval by LCTCS of the described tasks and deliverables as provided in **Sections 2.2 Deliverables and 2.5.2 Technical requirements** (as applicable). Payments will be made to the Contractor after LCTCS approves in writing the work performed and the submitted invoice. Payment will be made only after the LCTCS Chief Human Resources and Development Officer, or their designee approves the invoice for payment. LCTCS will make every reasonable effort to make payments within thirty (30) calendar days of an approved invoice that falls under a valid contract.

### **1.41.2. Late Payments**

Interest due by LCTCS for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

### **1.41.3. Electronic Vendor Payment Solutions**

LCTCS desires to make payment to the awarded Contractor(s) electronically. The methods of payment must be EFT payments sent directly from LCTCS' bank directly to the payee's bank. Please see **Attachment D: Electronic Vendor Payment Solution** for additional information regarding electronic payment methods.

## **1.42. Termination**

LCTCS has the right to terminate the contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

### **1.42.1. Termination of the Contract for Cause**

LCTCS may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that LCTCS 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 corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then LCTCS may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LCTCS to comply with the terms and conditions of the contract,

provided that the Contractor shall give LCTCS written notice specifying LCTCS' failure and a reasonable opportunity for the State to cure the defect.

#### **1.42.2. Termination of the Contract for Convenience**

LCTCS may terminate the Contract for convenience at any time (1) by giving thirty (30) days written notice to the contractor of such termination; or (2) by negotiating with the Contractor an effective date. LCTCS shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

#### **1.42.3. Termination for Non-Appropriation of Funds**

The continuance of the contract is contingent upon the appropriation of funds 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 or 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 are not appropriated.

#### **1.43. Assignment**

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of LCTCS. 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 LCTCS.

#### **1.44. No Guarantee of Quantities**

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

#### **1.45. Audit of Records**

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



#### **1.46. Civil Rights Compliance**

The Contractor agrees 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 Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, 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 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 the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

#### **1.47. Record Retention**

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

#### **1.48. 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 LCTCS and shall, upon request, be returned by Contractor to LCTCS, at Contractor's expense, at termination or expiration of the contract.

#### **1.49. Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

#### **1.50. Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior written approval of LCTCS Chief Procurement Officer.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **1.51. Substitution of Personnel**

LCTCS intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the LCTCS for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

LCTCS shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

## **1.52. Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

## **1.53. Claims or Controversies**

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

## **1.54. Proposer's Certification of No Federal Suspension or Debarment**

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

### **1.54.1. Proposer's Eligibility**

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings that could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, proposer shall so state.

### **1.54.2. Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure

to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

#### **1.55. Anti-Kickback Clause**

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

#### **1.56. Clean Air Act**

The Contractor hereby agrees to adhere to the provisions that require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

#### **1.57. Energy Policy and Conservation Act**

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

#### **1.58. Clean Water Act**

The Contractor hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

#### **1.59. Anti-Lobbying and Debarment Act**

The Contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.

#### **1.60. Warranties**

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

**No Surreptitious Code Warranty.** Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "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. Excluded from this prohibition

are identified and LCTCS-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to LCTCS and that it will operate in accordance with this solicitation. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by LCTCS, LCTCS will not be obligated to compensate the Contractor of any costs incurred by Contractor.

### **1.61. Code of Ethics**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify LCTCS if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

### **1.62. Proposer's Cooperation**

Any Proposer has the duty to fully cooperate with LCTCS and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

### **1.63. Security**

Contractor's personnel shall comply with all security regulations in effect at LCTCS' premises, as shown in the Information Security Policy and Acceptable Use Policy, Attachment F, and externally for materials and property belonging to LCTCS or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to LCTCS any known breach of security.

Contractor's personnel shall comply with all HIPAA regulations as outlined in the HIPAA Business Associate Agreement, Addendum G.

### **1.64. Prohibition of Discriminatory Boycotts of Israel**

In accordance with Act 155 of the 2019 Legislative Session, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five or more employees:

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with

a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.

**1.65. Key Internal Controls Outsourcing**

Not applicable to this RFP.

## PART II: SCOPE OF WORK/SERVICES

### 2.1 Scope of Work / Services

LCTCS seeks to enter into a single system contract for a contractor hosted automated recruitment, onboarding, employee evaluation and development system that has the ability to manage the whole recruiting and an onboarding process. This shall be configured to allow for multiple location requirements in recruiting and onboarding. In addition, the system will need to have the ability to manage the employee evaluations and development for all types of employees. **The system must have recent and proven ability to integrate with a Multi-Entity Processing (MEP'd) Banner environment.**

The proposed system must allow LCTCS to develop consistent recruitment and onboarding practices without compromising the autonomy and uniqueness of the individual colleges. It is essential for candidates to view all positions system wide and apply online for such positions. It is also important that the Human Resource Offices and hiring managers have a tool that can cull through many applications and provide a list of eligible candidates. This solution must also allow candidates to see their recruitment status throughout the hiring process.

The automated recruitment and onboarding system must alleviate the manual process involved in recruiting and onboarding new hires. With an automated recruitment and onboarding system, applicants, new hires, and hiring managers will be able to monitor progress of timely recruitment and onboarding processes.

The automated employee evaluations and development system must alleviate the manual processes. The creation, review and approval of employee evaluations will all need to be online and routed for electronic approvals. The employee development system must provide a flexible platform that can be used for mandatory training of different types of employees.

Any Contractor-provided workstations or devices to be connected to the LCTCS's network must comply network security standards. In addition, all HIPAA security standards must be met. All hardware and software must be reviewed by LCTCS before it is used on the Local Area Network, and may be made operable on the Local Area Network with written approval of the LCTCS.

Contractors must possess the functional and technical competency to satisfy the scope of work.

- The recruiting module must simplify the entire hiring process. It should include but not be limited to the following:
  - Use the best practices of recruiting in higher education
  - Post positions with ability to spotlight positions, ease of use and access for candidates, and have a prominent hiring link on home page
  - Streamline application and screening process for all position types including applicant matching, applicant screening, background check and E-verify checks, with the ability to create multiple types of applications
  - Reporting analytics of applicants and hires
  - Dashboard for managers for easy review of candidates and provide interview tools.
  - Provide automated feedback to candidates through the process.

- The onboarding module must streamline all the requirements of onboarding a new hire. It should include but not be limited to the following:
  - See where the employee is in the onboarding process (view access for HR and Hiring Manager)
  - Assist the employee and take over the process if needed
  - Auto-fill required forms with applicant information (no rekeying)
  - Include all required paperwork in the workflow
  - Reporting of demographics
  
- The employee evaluation module must streamline the requirements of all performance types (i.e. classified staff, faculty and unclassified staff). It should include but not be limited to the following:
  - Manager dashboard to view and compare past evaluations
  - Employee profile page
  - Competency library
  - If improvement is needed, automatically take manager to performance improvement plan form
  - Performance plans and ability to track
  - Ability to store supporting documentation
  - Workflow including employee, manager and HR
  
- The employee development module must streamline all required training. It should include but not be limited to the following:
  - Automatically assign training by employee type
  - Electronically notify employees of required training, including reminders if not completed timely
  - Electronically notify manager if employee fails to comply
  - Track completion of training
  
- The required technical features include but are not limited to:
  - Auto fill information
  - Efficient workflows
  - Electronic signatures
  - Ability to view workflows and where someone is in the process
  - Ability to support videos in workflows
  - Automated notifications and reminders
  - Automated letters
  - Reporting/Analytics
  - Record Retention
  
- Integrations:
  - Pre-populate job opening and position descriptions for recruitment and performance management
  - Job boards
  - Recruiting
  - Onboarding
  - Employee evaluation and performance management
  - Employee development
  - Banner
  
- Implementation Services:
  - Implementation / installation / setup, with weekly reports

- Project timeline = No more than one year
- High service levels and associated roles and responsibilities
- Training – Onsite and within the year
- Support services – onsite, online, by phone
- Immediate response times
- Backups, disaster recovery, storage, security, downtimes, etc.
- Single sign-on

## **2.2 Deliverables**

- A. Contractor shall provide a commercial off the shelf (COTS) automated recruitment solution which allows for:
1. A single website for all college logos and the ability to advertise in various locations including websites, journals, listservs and professional organizations.
  2. Candidates to apply online with the ability for Human Resources to add applications as needed. This solution shall include the ability to upload transcripts and other required documents.
  3. Automated screening of candidates for minimum requirements, along with the ability for the system to notify non-qualified candidates electronically.
  4. Automated search committee solution to share and rank candidates, including the Equal Employment Opportunity Commission's required disposition code for candidates. Also, shall provide an electronic notification to candidates when dispositioned.
  5. The hiring manager to move candidates through the recruiting module. (i.e. from screening to interview, etc.)
  6. The reporting of all candidates and the EEOC disposition codes.
  7. The candidates can see where they are in the recruiting process.
  8. The use of an outside provider to check references and keep track of the information within the system.
  9. The use of an outside provider for background checks and keep track of the pass or fail of the background check within the system.
  10. The hiring manager to select the final candidate for hire.
  11. The hire to move from the recruiting module to the onboarding module.
- B. Contractor shall provide a COTS automated onboarding solution which allows for:
1. All pre-employment and first day paperwork, including benefit and retirement selections to be completed electronically.
  2. Human Resources to take over the process should an employee not have the ability to complete the electronic process.
  3. The ability to collect, track, approve, and store all completed forms in the system of record.
  4. All data to be directly transmitted to Banner HR and Payroll, therefore eliminating the need to enter data in the Banner system.
  5. Flexibility to meet the needs of the different colleges.
- C. Contractor's solution shall provide a cyber-secure environment for personal data as well as comply with HIPAA regulations.
- D. Contractor's solution must already have a real-time integration with the Banner 9 HR/Payroll module in a Multi-Entity Processing (MEP'd) environment. Contractor's integration shall be in successful production use at another college/university and shall provide references to include company name, contact name and title, email, and telephone.



- E. Contractor shall provide the following implementation and on-going maintenance items:
  - 1. Training necessary for a successful implementation;
  - 2. Support with setup and testing during and after implementation;
  - 3. Notice (when possible) and information on all scheduled and unscheduled software maintenance and upgrades;
  - 4. Backup copies of all data and records.
- F. Contractor's automated solution shall at minimum provide the following:
  - 1. Recruitment management;
  - 2. Onboarding of new hires;
- G. Contractor shall support mobile technology, including but not limited to Apple and Android based phones and tablets for applicant and employee self-serve items.
- H. Contractor shall provide a COTS in automated employee evaluation solution that allows for:
  - 1. The planning sessions and performance review requirements as required by the Louisiana State Civil Service for all classified positions.
  - 2. The planning sessions and performance review requirements for all unclassified staff as required through LCTCS Office and college policies.
  - 3. The performance review requirements for all faculty but with the ability to establish criteria by college, faculty rank and faculty discipline.
  - 4. Human Resources to assist or take over the process should an employee not have the ability to conduct the planning session or performance evaluation electronically.
  - 5. Real-time visibility and advanced reporting to assist supervisors and employees with important questions to support a successful planning and performance evaluation experience.
- I. Contractor shall provide a COTS automated development solution that allows for:
  - 1. All state mandated training with the ability to track completion and send automated emails to the employees about the required training and reminders.
  - 2. Instructor led training or video training.
  - 3. Specific requirements of specific positions as determined by the college.

### 2.3 Price Schedule

Prices proposed by the Proposers shall be submitted on the price schedule furnished herein on **Attachment B: Price Schedule**. Prices submitted shall be firm for the term of the contract. Prices shall include delivery of all items F.O.B. destination.

### 2.4 Location

The system shall consist of a single website that includes all college logos and the ability to advertise in various locations, and configured to allow for multiple location requirements in recruiting and onboarding.

Software used and records maintained may be located on servers outside of the State of Louisiana. However, all software shall be web accessible from any location via the Internet. If software and records are housed and/or hosted outside of Louisiana the Proposer shall provide the location and details about the facility. In no case shall this location be outside of the continental United States.

## 2.5 Proposal Elements

### 2.5.1 Financial

Proposal shall include prices per the schedule furnished in **Attachment B: Price Schedule**, as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the State to consider.

### 2.5.2 Technical

This section shall 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 shall describe their experience in other states or in corporate and governmental entities of comparable size and diversity with three (3) references from previous clients including names and telephone numbers.

Proposers shall clearly describe in **Attachment A: Minimum Requirements** their ability to meet or exceed the qualifications described in the Mandatory Qualifications for proposer section.

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

This information shall 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 shall 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) shall be provided for the cited projects in the individual resumes.

Proposer must show evidence of having worked with a multi-college system of higher education institutions operating on a single human resource, payroll, and finance information system within the last five (5) years.

Proposers should describe and/or provide with the proposal:

- Approach to Project Management and Quality Assurance;
- Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, implementation and other timetables, and staffing;

- Detailed information that defines its approach for ensuring system and data security and identifies areas of project risk and procedures to mitigate these risks.
- Proposer shall also document in writing that it will:
  - provide security levels for authenticating applicants and new hires who access any necessary software utilized by the company to complete the verification or comment code resolution process;
  - secure all data with a combination of encryption (e.g. SFTP servers, application layer, etc.) and data management;
  - have multiple options to interface with LCTCS technology including relatively simple Secure FTP servers or more integrated web service technologies;
  - make information and images available to LCTCS as mutually agreed;
  - provide written documentation of any necessary setup;
  - have an established mechanism for testing any necessary data transfers.

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

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

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

<https://smallbiz.louisianaeconomicdevelopment.com>

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

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

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and

arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

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

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

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

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

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

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg)

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

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

### PART III: EVALUATION

The Evaluation Team shall assign points to its evaluation of each Proposal as follows:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Technical Proposal ( <b>Section 3.1</b> )	68
Financial Proposal ( <b>Section 3.2</b> )	20
Veteran and/or Hudson Initiative ( <b>Section 3.3</b> )	12
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

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

**For a Proposer to proceed to the Financial Proposal and Veteran and Hudson Initiative evaluation, the Proposer shall achieve a minimum score equivalent to fifty percent (50%) of the possible points assigned to the Technical Proposal. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the technical proposals will not be evaluated further and will be ineligible for award.**

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

#### **3.1 Technical Proposal- 68 Points**

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include but are not limited to:

- Company Background and Experience – 10 points
- Proposed Staff Qualifications – 5 points
- Approach and Methodology – 53 points
- Service and Support Requirements
- Network Connectivity, meeting expectations set in **Section 2.1**.

#### **3.2 Financial Proposal- 20 Points**

**The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as “FINANCIAL PROPOSAL”.**

Prices from Proposers shall be submitted on the price schedules furnished in **Attachments B1-B4**. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

The following financial criteria will be evaluated: *(Agency to state criteria to be evaluated)*

Proposal prices for each module will be combined in Attachment B5 for each proposer. The amounts in Attachment B5 will be used in the following formula:

$$\text{BCS} = (\text{LPC}/\text{PC} \times 20)$$

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

### **3.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation – 12 Points**

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

#### Proposer Status and Allotment of Reserved Points

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

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

- Successful installation of selected modules and successful integration with a Multi-Entity Processing (MEP'd) Banner environment Banner within 6 months of contract execution;
- Successful onsite testing and training within 12 months of contract execution, including;
- Data input
- Date retrieval and analytics
- Setup of dashboards, workflow, electronic notification, tracking and reminders
- Onsite, online and telephone support, as required
- Report production, record retention and backup
- Successful implementation, system-wide, within 15 months of contract executions;

### **4.2 Performance Measurement**

The LCTCS Project Manager will be the primary point of contact between the Contractor and the LCTCS institutions. All communications to the institutions will be coordinated through the LCTCS Project Manager. The LCTCS Project Manager will monitor the services and Contractor on a day-to-day basis.

A final implementation timeline will be agreed upon within two weeks of contract execution. The LCTCS Project Manager will monitor the contractor's implementation timeline. . The Contractor shall submit weekly reports to the LCTCS Project Manager as to all implementation activities and once operational, operational functions performance and usage. If there are problems noted in the reports the LCTCS Project Manager will work with the Contractor to either resolve the issue or increase the level of priority for the problem areas.

During year one of the project, the LCTCS Project Manager will meet bi-weekly with the Contractor to review the performance of verification services and to resolve any outstanding issues. Maintenance and uptime will also be a focus of review. In subsequent years, the LCTCS Project Manager will meet a minimum of bi-annually with the Contractor. Additional meetings may be requested by either party as needed.

### **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.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor shall be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to

demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.



## ATTACHMENT A –MINIMUM REQUIREMENTS

Proposers shall provide a description indicating how the Proposer meets the minimum requirements for this RFP. Failure to meet all of the minimum requirements will result in disqualification.

1. Proposer shall provide a hosted automated recruitment and onboarding solution to manage all aspect of recruitment and onboarding.	0 1 2 3
Describe:	
2. Proposer’s solution shall provide a cyber-secure environment for personal data as well as comply with HIPAA regulations.	0 1 2 3
Described:	
3. Proposer’s solution shall already have a real-time integration with Banner. Proposer’s integration shall be in successful production use at another MEP’d college/university and shall provide references.	0 1 2 3
Describe:	
4. Proposer shall provide evidence of experience working with a multi-college system of higher education institutions operating on a single human resource, payroll, and finance information system within the last five (5) years.	0 1 2 3
Describe:	
5. Proposer shall provide the following implementation and on-going maintenance items:	
a. Training necessary for a successful implementation;	0 1 2
b. Support with setup and testing during and after implementation;	0 1 2
c. Notice (when possible) and information on all scheduled and unscheduled software maintenance and upgrades;	0 1 2
d. Backup copies of all data and records.	0 1 2
Describe:	
6. Proposer’s automated solution shall at a minimum provide the following:	

a. All recruitment processes that allows for collection of applications, review for minimum qualifications, and tracking of the entire recruitment process;	0 1 2
b. All onboarding of new hires that allows for the collection, tracking, approval, and retention of all required forms;	0 1 2
c. The ability to pull reports for recruiting and onboarding;	0 1 2
Describe:	
7. Proposer must support mobile technology including but not limited to mobile app for critical elements of recruitment and onboarding.	0 1 2
Describe:	
8. Recruitment management to assist with tracking applicants through the process including:	
a. A visual indicator showing the applicant where they are in the recruitment process including electronic notifications of disposition changes;	0 1 2
b. An easy process to manage search committee access and review of applicants;	0 1 2
c. An easy process to allow Human Resources to add applicants into the system when necessary;	0 1 2
d. Ability to cull nonqualified applicants automatically by using elimination questions as the applicants completes the process;	0 1 2
e. Ability for hiring manager to indicate the EEOC disposition if the candidate is not selected to move forward.	0 1 2
9. Onboarding management to assist with tracking new hires in the system including:	
a. The ability to set up all current pre-employment and first day forms in the system to be completed by the new hire electronically and track the process;	0 1 2 3
b. The ability for Human Resources to take over this process should the employee have trouble onboarding on their own;	0 1 2
c. A capability for all data to automatically feed from recruiting module to the onboarding module;	0 1 2

d. A capability of automatically generating a new hire's record in Banner;	0 1 2 3
e. Flexibility to meet the individual college needs and unique processes and forms.	0 1 2
10. Performance evaluation online process for all types of employees to include:	
a. Ability to electronically conduct planning sessions and performance evaluations as required by the State of Louisiana Civil Service for classified employees;	0 1 2
b. Ability to electronically conduct planning sessions and performance evaluations for unclassified staff as established by LCTCS Office and College policies;	0 1 2
c. Ability to electronically conduct faculty performance evaluations as established by college polices and to include criteria by college, faculty rank, and faculty discipline;	0 1 2
d. Ability for Human Resources to assist or take over the process should an employee not have the ability to conduct the planning session or performance evaluation electronically;	0 1 2
e. Ability for real-time visibility and advanced reporting to assist supervisors and employees with important questions to support a successful planning and performance evaluation experience.	0 1 2
11. Automated development solution that would assist with required training:	
a. Web-based learning tool that would allow for all mandatory training be taken and tracked;	0 1 2
b. Ability to send automated emails to employees about required training;	0 1 2
c. Ability for Human Resources to assign unique required training for certain employees as needed;	0 1 2
d. Ability for colleges to develop additional training unique to their institution.	0 1 2

**ATTACHMENT B – PRICE SCHEDULE**

Each Proposer shall submit a price schedule for a COTS electronic solution for: 1) recruitment; 2) onboarding; 3) employee evaluation; and, 4) employee development. The Grand Total from tables B1, B2, B3 and B4 will be used in the formula. The points will be awarded using the formula in Section 3.2

Taking all possible costs into consideration, please indicate the Price Total for each component by completing the chart below. If Annual Costs are based on an employee headcount, please specify how the employee count is measured (set point in time each year, number of active users, etc.). Any costs which are based on an employee headcount shall be based on an employee headcount of 5,000 employees for the purpose of completing Attachments B1-B4.

Required Attachment: Description of additional potential costs to LCTCS.

B1

<b>Pricing – Recruitment</b>						
<b>Description of Pricing</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total Cost</b>
Implementation/Testing						
Initial/Implementation Training						
Modification						
Documentation						
Other (please explain)						
Other (please explain)						
Other (please explain)						
<b>Total One-time Startup Pricing</b>						
Total Flat-Rate Pricing (N/A if not proposing)						
Estimated Total Transactional Pricing (N/A if not proposing)						
Annual Support Pricing						
Annual Software Subscription						
Ongoing Training Pricing						
Other (please explain)						
Other (please explain)						
Other (please explain)						
<b>Total Annual Support Pricing</b>						
Other (please explain)						
Other (please explain)						
Other (please explain)						
<b>Grand Total Recruitment</b>						

Pricing – Onboarding						
Description of Pricing	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
Implementation/Testing						
Initial/Implementation Training						
Modification						
Documentation						
Other (please explain)						
Other (please explain)						
Other (please explain)						
<b>Total One-time Startup Pricing</b>						
Total Flat-Rate Pricing (N/A if not proposing)						
Estimated Total Transactional Pricing (N/A if not proposing)						
Annual Support Pricing						
Annual Software Subscription						
Ongoing Training Pricing						
Other (please explain)						
Other (please explain)						
Other (please explain)						
<b>Total Annual Support Pricing</b>						
Other (please explain)						
Other (please explain)						
Other (please explain)						
<b>Grand Total Onboarding</b>						

Pricing – Employee Evaluations						
Description of Pricing	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
Implementation/Testing						
Initial/Implementation Training						
Modification						
Documentation						
Other (please explain)						
Other (please explain)						
Other (please explain)						
<b>Total One-time Startup Pricing</b>						
Total Flat-Rate Pricing (N/A if not proposing)						
Estimated Total Transactional Pricing (N/A if not proposing)						
Annual Support Pricing						
Annual Software Subscription						
Ongoing Training Pricing						
Other (please explain)						
Other (please explain)						
Other (please explain)						
<b>Total Annual Support Pricing</b>						
Other (please explain)						
Other (please explain)						
Other (please explain)						
<b>Grand Total Employee Evaluation</b>						

Pricing – Employee Development						
Description of Pricing	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
Implementation/Testing						
Initial/Implementation Training						
Modification						
Documentation						
Other (please explain)						
Other (please explain)						
Other (please explain)						
<b>Total One-time Startup Pricing</b>						
Total Flat-Rate Pricing (N/A if not proposing)						
Estimated Total Transactional Pricing (N/A if not proposing)						
Annual Support Pricing						
Annual Software Subscription						
Ongoing Training Pricing						
Other (please explain)						
Other (please explain)						
Other (please explain)						
<b>Total Annual Support Pricing</b>						
Other (please explain)						
Other (please explain)						
Other (please explain)						
<b>Grand Total Employee Development</b>						

Summary of Pricing						
Component	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
B-1 - Recruitment						
B-2 – Onboarding						
B-3 – Employee Evaluations						
B-4 – Employee Development						
Other (please explain)						
<b>Grand Total Mandatory Functionality</b>						



**ATTACHMENT C – SAMPLE GENERIC CONTRACT**

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

File No. \_\_\_\_\_  
Solicitation No. \_\_\_\_\_

**(NAME OF CONTRACT)**

**1. CONTRACT**

Be it known, that as evidenced by the Director's signature on this document, the *(Agency Name)* (hereinafter sometimes referred to as "State") and *(Contractor's name and legal address including zip code)* (hereinafter sometimes referred to as "Contractor") do hereby enter into this contract under the following terms and conditions.

**2. SCOPE OF SERVICE**

Contractor hereby agrees to furnish the following services:  
*(If the Scope of Services is lengthier than will fit here, it may be attached separately, referenced and incorporated herein.)*

**2.1. PERFORMANCE REQUIREMENTS**

**2.2. PERFORMANCE MEASUREMENT/EVALUATION**

**2.3. 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 this 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.

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

**3. CONTRACT MODIFICATIONS**

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

Changes to this contract include any change in a) compensation; b) beginning/ending date of this contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this contract.

#### **4. FUND USE**

**Contractor agrees not to use contract proceeds 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.**

#### **5. HEADINGS**

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

#### **6. PAYMENT TERMS**

**The State Agency shall pay Contractor in accordance with the Pricing Schedule set forth in Attachment “\_\_” to this contract. The Contractor may invoice the State Agency monthly at the billing address designated by the State Agency. Payments will be made by the State Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the State Agency. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.**

#### **7. LATE PAYMENTS**

**Interest due by the State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.**

#### **8. DELIVERABLES**

**Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule.**

#### **9. TAXES**

**Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in Attachment “\_\_”to this contract. State agencies are exempt from all State and local sales and use taxes.**

#### **10. TERMINATION**

**The State of Louisiana has the right to terminate this contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor’s fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor’s intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.**

## **10.1. TERMINATION OF THIS CONTRACT FOR CAUSE**

The State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this contract, or failure to fulfill its performance obligations pursuant to this 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 corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this contract shall terminate on the date specified in such notice.

The 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.

## **10.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE**

The State of Louisiana may terminate this contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

## **10.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of this contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or 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 this contract, this contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **11. OWNERSHIP**

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

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State at the Contractor's expense, at termination or expiration of this contract.

## **12. USE OF AGENCY'S FACILITIES**

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

### **13. WAIVER**

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

### **14. WARRANTIES**

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

*This paragraph may only apply when software is involved.*

**No Surreptitious Code Warranty.** Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "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. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this contract that results in the termination of this contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

**Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**

### **15. 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 this 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 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 in the performance of this contract, 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.

Contractor will indemnify, defend and hold the State 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, Materials, or Services 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 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) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State'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 State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction 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 this Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate this Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in this 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 this Contract, or two (2) times the charges for services rendered by the Contractor under this Contract. Unless otherwise specifically enumerated herein 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 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.

## **16. INSURANCE AND BONDS**

### **16.1. INSURANCE**

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, *(in accordance with Section(s) \_\_\_\_\_ of the RFP)*. The Contractor shall maintain the insurance for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

### **16.2. PERFORMANCE BOND**

Contractor shall provide a Performance Bond (Surety Bond) in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) to insure the successful performance under the terms and conditions of this Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services 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 policyholder's 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 licensed 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 addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

The Contractor shall maintain the performance bond for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

### **16.3. FIDELITY BOND**

The Contractor shall be required to provide a Fidelity Bond in the amount of \$\_\_\_\_\_ to protect the State from loss resulting from acts of crime or fraud perpetrated either by the Contractor, its agents or subcontractors or against the Contractor, its agents or subcontractors. The Department of \_\_\_\_\_ shall be the named beneficiary.

The fidelity bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. The Contractor shall maintain the performance bond for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

## **17. 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, if applicable.

## **18. SEVERABILITY**

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end, the terms and conditions of this contract are declared severable.

## **19. SUBCONTRACTORS**

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

## **20. SUBSTITUTION OF PERSONNEL**

If, during the term of this contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

## **21. ASSIGNMENT**

Contractor shall not 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.

## **22. CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

## **23. CONFIDENTIALITY**

The following provision will apply unless the State agency statement of work specifically indicates that all information exchanged will be non-confidential:

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, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the

State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this contract, or is rightfully obtained from third parties.

#### **24. CONTRACT CONTROVERSIES**

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

#### **25. RIGHT TO AUDIT**

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

#### **26. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

#### **27. CONTRACTOR'S COOPERATION/CLOSE-OUT**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

#### **28. COMMISSIONER'S STATEMENTS**

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging the Commissioner's duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

#### **29. SECURITY**

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor,



accordingly. Contractor is responsible for promptly reporting to the State any known breach of security. Contractor's personnel shall comply with all HIPAA regulations as outlined in the HIPAA Business Associate Agreement.

### **30. TERM OF CONTRACT**

This Contract is effective \_\_\_\_\_ and will end no later than *<length of term specified in the RFP>*, unless otherwise terminated in accordance with the Termination provision of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this contract may be extended for \_\_\_\_\_ additional twelve (12) month periods at the same prices, terms, and conditions. Total contract time may not exceed \_\_\_\_\_ months.

### **31. COMMENCEMENT OF WORK**

No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

### **32. COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor agrees 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 Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

### **33. RECORD RETENTION**

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

### **34. ANTI-KICKBACK CLAUSE**

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

### **35. CLEAN AIR ACT**

The Contractor hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

#### **36. ENERGY POLICY AND CONSERVATION ACT**

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

#### **37. CLEAN WATER ACT**

The Contractor hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act, which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

#### **38. ANTI-LOBBYING AND DEBARMENT ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

#### **39. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with Act 155 of the 2019 Legislative Session, for any contracts with a value of \$100,000 or more and for any Contractor with 5 or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

#### **40. GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this contract. 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.

#### **41. INDEPENDENT ASSURANCES**

The State of Louisiana/(Insert agency name) will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the contractor for the user agency is operating properly. The assurances provided by the contractor may be in the form of SOC I and/or type II reports resulting from independent SSAE 18 engagement of internal controls, quality assurance reports or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 16 review is required, the audit firm will conduct tests of the contractor's activities and render an independent opinion on the operating effectiveness of the controls and procedures.

Other forms of assurances may be required by the State Agency. The Contractor may be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV & V), or other internal project/program reviews or audits.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 18 review or audit is required of the contractor, the audit firm will submit to the State Agency and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the State Agency with an exact copy of the report within thirty (30) calendar days of completion. When required by the State Agency, such audits may be performed annually during the term of this Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to the State Agency. The cost of the SSAE 18 engagement is to be borne by the Contractor and it was included in the cost proposed in response to the RFP.

**41. COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

**42. ORDER OF PRECEDENCE**

The Request for Proposals (RFP), dated \_\_\_\_\_, and the Contractor's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR SIGNATURE:  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:  
\_\_\_\_\_  
\_\_\_\_\_

STATE AGENCY SIGNATURE:  
By: \_\_\_\_\_  
Title \_\_\_\_\_

**ATTACHMENT D – ELECTRONIC VENDOR PAYMENT SOLUTION**

In an effort to increase efficiencies and effectiveness as well as to be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. Contractors must be capable of receiving electronic payment for all payments via Electronic Funds Transfer (EFT). If you receive an award and do not currently accept EFT, you will be required to comply with this request. Please indicate your acceptance below.

**EFT** payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at:

<http://www.doa.la.gov/Pages/osrap/IndexOLD2.aspx>

To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at:

<http://www.doa.la.gov/Pages/osrap/Forms/Forms.aspx>

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual

**ATTACHMENT E -INSURANCE REQUIREMENTS**  
**INSURANCE REQUIREMENTS FOR CONTRACTORS**

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

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

**1. Workers Compensation**

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

**2. Commercial General Liability**

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

**3. Automobile Liability**

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

**4. Professional Liability (Errors and Omissions)**

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

**5. Cyber Liability**

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

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

### **C. OTHER INSURANCE PROVISIONS**

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

#### 1. Commercial General Liability and Automobile Liability Coverages

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

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

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

#### 3. All Coverages

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

### **D. ACCEPTABILITY OF INSURERS**

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

**E. VERIFICATION OF COVERAGE**

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:  
  
State of Louisiana  
Agency Name, Its Officers, Agents, Employees and Volunteers  
Address, City, State, Zip  
Project or Contract #:
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

**F. SUBCONTRACTORS**

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

**G. WORKERS COMPENSATION INDEMNITY**

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

**LOUISIANA COMMUNITY AND TECHNICAL COLLEGE SYSTEM  
Internal Policy**

**Information Security and Acceptable Use Policy (ISAUP)**

<u>Authority:</u> System President	Original Adoption: Feb. 08, 2018
	Effective Date: Feb. 08, 2018
	Last Revision: Feb. 08, 2018

**Policy Statement**

All Louisiana Community and Technical College (LCTCS) Board Office employees and third parties that create, use, maintain or handle LCTCS IT resources shall follow LCTCS’s Information Security and Accessibility Policy (ISAUP). All Louisiana Community and Technical College (LCTCS) Board Office Information Technology (IT) resources shall only be used to support the administrative needs of the LCTCS Board Office. This policy applies to employees of the Louisiana Community and Technical College System (LCTCS) Board Office, contractors and vendors that connect to servers, applications or network devices that contain or transmit LCTCS Protected Data.

This policy shall be subject to and superseded by applicable regulations and laws.

**Policy Purpose**

The Information Security and Accessibility Policy applies to all users of LCTCS Board Office IT resources. The purpose of the LCTCS Board Office IT resources is to support the administrative needs of the college system. LCTCS has a responsibility to ensure that IT resources be used in a manner that supports the business needs of the Board Office, and that protects the institution from harm that may result from misuse. Accordingly, the ISAUP supports the following goals:

1. Promote a “security is everyone’s responsibility” philosophy to assist the LCTCS Board Office in meeting its business and legal commitments.
2. Ensure that the LCTCS Board Office complies with all applicable laws and regulations.
3. Ensure the integrity, reliability, availability and superior performance of IT resources.
4. Ensure that users are protected from data breach and cybercrime.
5. Prevent unauthorized disclosure of critical information.
6. Ensure the LCTCS Board Office is protected from financial, legal, regulatory and reputational harm.
7. Ensure that IT systems are used for their intended purposes.
8. Establish processes for addressing policy violations and sanctions for violators.

**Policy Violation**

1. Violation of the ISAUP may result in disciplinary action, up to and including termination of employment.
2. The LCTCS Board Office reserves the right to report violations of federal, state and local laws and regulations governing computer and network use, as well as interactions that occur on the Internet, to authorities as deemed appropriate.
3. Users who violate the ISAUP may be held liable for damages to LCTCS Board Office assets, including but not limited to the loss of information, computer software and hardware, lost revenue due to down time, fines and judgments imposed as a direct result of the violation.
4. The LCTCS Board Office reserves the right to deactivate a user’s access rights, whether or not the user is suspected of any violation of this policy, when necessary to preserve the integrity of IT Resources.



## **Policy Exceptions**

Policy exceptions to the LCTCS Board Office Information Security policy will be permitted only when approved in advance and in writing by the LCTCS System President.

### **I. Information Security**

#### **General Use and Responsibilities:**

1. Maintain current knowledge of, and comply with, the contents of the ISAUP.
2. Distribute confidential and sensitive information on a limited basis to those with a business need to know the information.
3. Protect all PII, NPI, PCI and other regulated or proprietary data from unauthorized access.
4. Notify the IT Department and/or the IT Helpdesk of any suspected breaches.

### **II. Acceptable Use**

#### **General Use and Responsibilities:**

The ISAUP establishes specific requirements for the use of LCTCS Board Office IT resources by any user, including those used in connection with a privately owned computer or other device. The LCTCS Board Office reserves the right to amend or otherwise revise this document as necessary. Users are responsible for reviewing the ISAUP periodically to ensure continued compliance. By using IT resources, the user agrees to the terms and conditions of the ISAUP. Users consent to the LCTCS Board office's use of scanning programs for security purposes on privately owned computers or other devices while they are attached to the LCTCS network.

1. All computing and mobile devices that connect to the LCTCS network are subject to the ISAUP.
2. Users include, but are not limited to, all LCTCS employees, contractors, guests, consultants, and other workers, including all personnel affiliated with third parties.
3. Users shall access only IT resources for which they have authorization.
4. Users are individually responsible for appropriate use of their computer, account and the IT resources assigned to them.
5. Users have a responsibility to report the theft, loss or unauthorized disclosure of LCTCS Board Office proprietary information and/or IT resources.
6. Users shall not use IT resources for uses that are inconsistent, incompatible or in conflict with state or federal law or other LCTCS policies.
7. Users are responsible for exercising good judgment regarding the reasonableness of personal use.
8. The LCTCS Board Office is bound by its contractual and license agreements respecting certain third party software – users are expected to comply with all such agreements when using IT resources.
9. Users shall not intentionally disrupt the computing environment or obstruct the work of other users.

### **III. Access Control**

#### **General Use and Responsibilities:**

These access controls are designed to minimize potential exposure to the LCTCS Board Office resulting from unauthorized use of resources and to preserve and protect the confidentiality, integrity and availability of the System's networks, systems and applications.

This policy applies to employees of the Louisiana Community and Technical College System (LCTCS) Board Office, contractors and vendors that connect to servers, applications or network devices that contain or transmit LCTCS Protected Data.

Policies & Procedures:

**A. User Access**

All users of LCTCS Board Office IT resources will abide by the following set of rules:

- Users with access to LCTCS Board Office IT resources will utilize a unique LCTCS Active Directory (AD) account. This account will conform to the following standards through controls in AD Group Policy:
  - The password will conform, at a minimum, to 12 characters, and shall contain 3 of the following 4 characteristics:
    - Upper case letters
    - Lower case letters
    - Numbers
    - Special Characters
  - Accounts will require a password change every 105 days
    - Student accounts are not be required to change passwords. However, password strength will be enforced if they change their password (i.e. forgot password).
  - Accounts will be locked for no less than 30 minutes upon five unsuccessful login attempts.
  - LCTCS Board Office computers will automatically enable the computers screen saver if their session is idle for more than 15 minutes. Re-entry of their password is required to unlock the screen saver.
  - LCTCS Board Office computers shall contain a login banner that displays the following content:

“This computer system is the property of the Louisiana Community and Technical College System and may be accessed only by authorized users. Unauthorized use of this system is strictly prohibited and may be subject to criminal prosecution. LCTCS may monitor any activity or communication on the system and retrieve any information stored within the system. By accessing and using this computer, you are consenting to such monitoring and information retrieval for law enforcement and other purposes. Users should have no expectation of privacy as to any communication on or information stored within the system, including information stored locally on the hard drive or other media in use with this unit (e.g., floppy disks, PDAs and other hand-held peripherals, CD-ROMs, etc.)”
  - Account activity will be logged and monitored.
  - Users will not login using generic, shared or service accounts.
  - Service providers with remote access to customer premises (for example, for support of systems or servers) shall use a unique authentication credential assigned by LCTCS IT.

## **B. Administrative Access**

- IT employees will abide by the above user access guidelines.
- Administrators will immediately revoke all of a user's access to the LCTCS Board Office network when a change in employment status dictates the user no longer requires such access.
- All service accounts must be used by no more than one service, application, or system.
- Administrators must not extend a user group's permissions in such a way that it provides inappropriate access to any user in that group.

## **C. Remote Access**

All LCTCS Board Office employees accessing LCTCS IT resources remotely must abide by the following rules:

- No non LCTCS Board Office IT network devices are allowed on the LCTCS network, or other unapproved remote access technology.
- All remote access must be authenticated and encrypted through the LCTCS Board Office remote access portal.
- The CIO or their designee must approve all third party access to the LCTCS Board Office network.
- Third parties may access only the systems that they support or maintain.
- All third party accounts in the LCTCS Board Office Active Directory will be disabled and inactive unless needed for support or maintenance. All third parties with access to the LCTCS Board Office network must adhere to all regulations and governance standards associated with that data (e.g. PCI security requirements for cardholder data, FERPA requirements for student records, HIPAA requirements for Protected Health Information). Third party accounts must be immediately disabled after support or maintenance is complete.
- Copying classified and restricted data from LCTCS Board office systems to a user's personal computing device is prohibited.
- Remote access will be disconnected automatically after 8 hours.

## **D. Physical Access**

### **1. Facilities Security**

- The main entrance to the LCTCS Board Administrative building will be unlocked during regular business hours.
- The main entrance to the LCTCS SIS building will only be unlocked during scheduled meeting and/or training events.
- All other LCTCS Board Office entrances will be secured with access controlled by the LCTCS Board Office building access control system.
- Employees will be granted access right to only those entrances required for the execution of their assigned duties.

## 2. Data Center Security

The LCTCS data center will abide by the following physical security requirements:

- Video surveillance is installed to monitor access into and out of the LCTCS data center.
- Access to the LCTCS data center is controlled using an electronic badge and personal PIN systems. IT staff have badges with security access and require entry of a Personal PIN to gain entry.
  - Only the Director of Facilities, Chief Operations Officer (COO) and Chief Information Officer (CIO) will have physical keys with access to this space.
- Physical access to the LCTCS data center is limited to LCTCS IT Staff or contractors whose job function or responsibilities require such physical access.
- Authorized LCTCS personnel will accompany visitors accessing the LCTCS data center, and all access will be logged via the Data Center Visitor Access Log.
  - This log will be stored in the LCTCS Data Center.
  - Each visitor, and accompanying authorized LCTCS personnel, must sign in and out of the data center.
  - The log data will be kept for at least a period of three months.
- Modification, additions or deletions of physical access to the LCTCS data center will be managed by the CIO.
- All terminated onsite personnel and expired visitor identification (such as ID badges)" will have their access revoked immediately.
- Physical access requires the approval of the Director of Facilities and CIO.
- The CIO will review audit physical access to LCTCS data center on an annual basis.

## 3. Data Closet Security

All data closets in LCTCS Board Office facilities will be secured, and access controlled by employee badge/fob. LCTCS IT Systems Operation and Network Operations staff will have access granted through the LCTS Board Office building access control system. Access will be restricted to only the Director of Facilities, COO, CIO and aforementioned IT staff will have access.

## IV. **Data Classification**

### General Use and Responsibilities:

1. Information Technologies (IT) Responsibility—All IT employees who come into contact with sensitive Louisiana Community and Technical College System (LCTCS) Board Office information are expected to familiarize themselves with this data classification policy and to consistently use these same ideas in their daily LCTCS business activities. Sensitive information is either Confidential or Restricted information, and both are defined later in this document. Although this policy provides overall guidance, to achieve consistent information protection, LCTCS IT employees are expected to apply and extend these concepts to fit the needs of day-to-day operations. This document provides a conceptual model for LCTCS IT for classifying information based on its sensitivity, and an overview of the required approaches to protect information based on these same sensitivity classifications.

2. Addresses Major Risks - The IT data classification system, as defined in this document, is based on the concept of need to know. This term means that information is not disclosed to any person who does not have a legitimate and demonstrable business need to receive the information. This concept, when combined with the policies defined in this document, will protect LCTCS information from unauthorized disclosure, use, modification, and deletion.

3. Applicable Information - This data classification policy is applicable to all electronic information for which LCTCS IT is the custodian.

#### **A. Access Control**

1. Need to Know—Each of the policy requirements set forth in this document are based on the concept of need to know. If an LCTCS IT employee is unclear how the requirements set forth in this policy should be applied to any particular circumstance, he or she must conservatively apply the need to know concept. That is to say that information must be disclosed only to those people who have a legitimate business need for the information.

2. System Access Controls—The proper controls shall be in place to authenticate the identity of users and to validate each user's authorization before allowing the user to access information or services on the system. Data used for authentication shall be protected from unauthorized access. Controls shall be in place to ensure that only personnel with the proper authorization and a need to know are granted access to LCTCS Board office systems and their resources. Remote access shall be encrypted and controlled through identification and authentication mechanisms.

3. Access Granting Decisions—Access to LCTCS Board Office sensitive information must be provided only after the written authorization of the data owner has been obtained. Access requests will be presented to the data owner using the Access Request template. Custodians of the involved information must refer all requests for access to the relevant owners or their delegates. Special needs for other access privileges will be dealt with on a request-by-request basis. The list of individuals with access to Confidential or Restricted data must be reviewed for accuracy by the relevant data owner in accordance with a system review schedule approved by the CIO.

#### **B. Information Classification**

1. Owners and Production Information—All electronic information managed by LCTCS IT must have a designated owner. Production information is information routinely used to accomplish business objectives. Owners should be at the Director level or above. Owners are responsible for assigning appropriate sensitivity classifications as defined below. Owners do not legally own the information entrusted to their care. They are instead designated members of the LCTCS management team who act as stewards, and who supervise the ways in which certain types of information are used and protected.

2. CONFIDENTIAL - This classification applies to the most sensitive business information, such as Personally Identifiable Information (PII), that is intended for use strictly within LCTCS. Its unauthorized disclosure could seriously and adversely impact LCTCS, its customers, its business partners, and its suppliers.

3. PRIVATE - This classification applies to less-sensitive business information, such as Non-Public Information (NPI), that is intended for use within LCTCS. Its unauthorized disclosure could adversely impact LCTCS or its customers, suppliers, business partners, or employees.

4. PUBLIC - This classification applies to information that has been identified by LCTCS management as not harmful if disseminated to the public. By definition, there is no such thing as unauthorized disclosure of this information and it may be disseminated without potential harm.

5. Owners and Access Decisions - Data owners must make decisions about who will be permitted to gain access to information, and the uses to which this information will be put. IT must take steps to ensure that appropriate controls are utilized in the storage, handling, distribution, and regular usage of electronic information.

### **C. Object Reuse and Disposal**

Storage media containing sensitive (i.e. restricted or confidential) information shall be completely empty before reassigning that medium to a different user or disposing of it when no longer used. Simply deleting the data from the media is not sufficient. A method must be used that completely erases all data. When disposing of media containing data that cannot be completely erased it must be destroyed in a manner approved by the CIO.

### **D. Special Considerations for Restricted Information**

If restricted information is going to be stored on a personal computer, portable computer, personal digital assistant, or any other single-user system, the system must conform to access control safeguards approved by IT and LCTCS senior management. When these users are not currently accessing or otherwise actively using the restricted information on such a machine, they must not leave the machine without logging off, invoking a password protected screen saver, or otherwise restricting access to the restricted information.

Data Encryption Software – LCTCS employees and vendors must not install encryption software to encrypt files or folders without the express written consent of the CIO.

### **E. Information Transfer**

1. Transmission Over Networks—If LCTCS sensitive data is to be transmitted over any external communication network, it must be sent only in encrypted form. Sensitive data should never be sent in the body of an email and only via encrypted file attachments. The preferred method of dissemination is moving the data to a shared system that requires encryption in transit, encryption at rest, and secure login for the recipient to retrieve (i.e. SharePoint, OneDrive, DropBox)

3. Transfer To Another Computer—Before any sensitive information may be transferred from one computer to another, the person making the transfer must ensure that access controls on the destination computer are commensurate with access controls on the originating computer. If comparable security cannot be provided with the destination system's access controls, then the information must not be transferred.

## **V. Incidence Response**

### General Use and Responsibilities:

All Incident Response plans and procedures shall be documented and implemented to address all incident detections and responses, especially related to critical systems. Louisiana Community and Technical College System (LCTCS) board office staff shall be aware of their responsibilities in detecting security incidents to

facilitate the incident response plan and procedures. As part of the organization's communication strategy, incident reports will be sent to the Chief Information Officer (CIO) & Chief Operations Officer (COO).

All incident detections and responses, especially those related to critical systems, shall follow this policy. These processes and procedures exist to mitigate risk, reduce costs, and reduce downtime due to security incidents.

### Policies & Procedures:

#### **A. Incident Identification**

1. LCTCS Board Office employees shall be aware of their responsibilities in detecting security incidents to facilitate the incident response plan and procedures.
2. All LCTCS Board Office employees have the responsibility to assist in incident response procedures within their particular areas of responsibility.
3. Some examples of security incidents that an employee might recognize in their day-to-day activities include, but are not limited to:
  - a. Theft, damage or unauthorized access (e.g., unauthorized logins, papers missing from their desk, broken locks, missing log files, an alert from a Public Safety employee, video evidence of a break-in or unscheduled/unauthorized physical entry);
  - b. Fraud (e.g., inaccurate information within databases, logs, files or paper records);
  - c. Abnormal system behavior (e.g., unscheduled system reboot, unexpected messages, abnormal errors in system log files or on terminals);
  - d. Security event notifications (e.g., file integrity alerts, intrusion detection alarms, and physical security alarms).
4. All LCTCS Board Office employees, regardless of job responsibilities, should be aware of the potential incident identifiers and know whom to notify in these situations. In all cases, employee should report incidents per the instructions under Reporting and Incident Declaration below.

#### **B. Reporting and Incident Declaration**

1. The CIO shall be notified immediately of any suspected or confirmed security incidents involving LCTCS Board Office computing assets, particularly any critical system(s).
2. If it is unclear whether a situation should be considered a security incident, the CIO should be contacted to evaluate the situation.
3. As part of the organization's communication strategy, incident reports will be forwarded to the CIO & COO.

#### **C. Reporting and Incident Declaration Standards**

1. With the exception of the steps outlined below, it is imperative that any investigative or corrective action be taken only at the direction of the Chief Information Officer (CIO) to assure the integrity of the incident investigation and recovery process.
2. When faced with a potential situation, you should do the following:
  - a. If the incident involves a compromised computer system, do not alter the state of the computer system.
  - b. Report the security incident by contacting the CIO to report suspected or actual incidents.
  - c. Communications should remain internal, with supervisor(s) and CIO for initial assessment of any details or generalities surrounding the suspected or actual incident. The COO will coordinate all communications with law enforcement or the public.

#### **D. Incident Severity Classification**

1. The CIO will first attempt to determine whether the security incident justifies a formal incident response.
2. In cases where a security incident does not require an incident response, the issue will be forwarded to the appropriate area of IT to ensure that all technology support services required are executed.

#### **VI. Anti-Malware Protection**

##### General Use and Responsibilities:

All Louisiana Community and Technical College System (LCTCS) Board Office computer resources will be protected with one or more approved Anti-Malware software products.

##### Policies and Procedures:

1. LCTCS CIO shall approve Anti-Malware software for use on all applicable IT resources. All Anti-Malware products shall be configured to receive automatic updates, perform periodic scans, and log events.
2. Users shall not change the configuration or disable the Anti-Malware software.
3. Anti-Malware software must be configured to automatically update signature data.
4. Systems running LCTCS Anti-Malware software shall alert IT Staff in real time of the detection of a virus.

#### **VII. Definitions**

Cybercrime – Criminal activity or a crime that involves the Internet, a computer system, or computer technology.

Data breach – An incident in which sensitive, protected or confidential data has potentially been viewed, stolen or used by an individual unauthorized to do so. A data breach may involve personal health information (PHI), personally identifiable information (PII), trade secrets or intellectual property.

ISAUP – Information Security and Acceptable Use Policy defines how the LCTCS Board Office IT resources shall be protected.

NPI – Non Public Information – LCTCS Board Office specific information such as financial documents, employee information, etc.

PCI – Payment Card Industry – Data Security Standard. Promotes Payment Card Industry standards for the safety of cardholder data across the globe.

PII – Personally Identifiable Information – any data that could potentially identify a specific individual. Any information that can be used to distinguish one person from another and can be used for de-anonymizing anonymous data can be considered PII.

User – Any person who makes any use of any LCTCS Board Office IT resource from any location (whether authorized or not).



## ATTACHMENT G: HIPAA BUSINESS ASSOCIATE ADDENDUM

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**") is entered into on \_\_\_\_\_ (the "**Effective Date**"), by and between Louisiana Community & Technical College System ("**Covered Entity**") and \_\_\_\_\_ ("**Business Associate**").

#### RECITALS:

**WHEREAS**, Covered Entity and Business Associate mutually desire to outline their individual responsibilities with respect to the use and/or disclosure of Protected Health Information ("**PHI**") as mandated by the Privacy Rule promulgated under the Administrative Simplifications subtitle of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") including all pertinent regulations issued by the U.S. Department of Health and Human Services as outlined in 45 C.F.R. Parts 160, 162 and 164 ("**HIPAA Privacy Rules and/or Security Standards**"); and

**WHEREAS**, Covered Entity and Business Associate understand and agree that the HIPAA Privacy Rules and Security Standards requires the Covered Entity and Business Associate enter into a Business Associate Agreement which shall govern the use and/or disclosure of PHI and the security of PHI and ePHI.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Definitions.** When used in this Agreement and capitalized, the following terms have the following meanings:

(a) "**Breach**" shall have the same meaning as the term "Breach" in 45 C.F.R. §164.402.

(b) "**Electronic Protected Health Information**" or "**ePHI**" shall mean Protected Health Information transmitted by electronic media or maintained in electronic media.

(c) "**Individual**" shall have the same meaning as the term "Individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

(d) "**Privacy Rule**" shall mean the Standards for Privacy of Individual Identifiable Health Information as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and E.

(e) "**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) "**Required by Law**" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(g) "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

(h) "**Security Incident**" shall mean any attempted or successful unauthorized access, use, disclosure, modification or destruction of information or systems operations in an electronic information system.

(i) "**Security Rule**" shall mean the Standards for Security of PHI, including ePHI, as set forth at 45 C.F.R. Parts 160 and 164 Subparts A and C.

(j) **“Unsecured Protected Health Information”** shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary.

Terms used but not defined in this Agreement shall have the same meaning as those terms in the HIPAA regulations.

## **2. Obligations and Activities of Business Associate Regarding PHI.**

(a) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Business Associate agrees to ensure that any agents, including sub- contractors (excluding entities that are merely conduits), to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

(d) Business Associate agrees to provide access, at the request of Covered Entity, and in a reasonable time and manner designated by Covered Entity, to PHI in a Designated Record Set that is not also in Covered Entity's possession, to Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.524.

(e) Business Associate agrees to make any amendment to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 in a reasonable time and manner designated by Covered Entity.

(f) Business Associate agrees to make internal practices books and records relating to the use and disclosure of PHI available to the Secretary, in a reasonable time and manner as designated by the Covered Entity or Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Business Associate shall immediately notify Covered Entity upon receipt or notice of any request by the Secretary to conduct an investigation with respect to PHI received from the Covered Entity.

(g) Business Associate agrees to document any disclosures of PHI that are not excepted under 45 C.F.R. § 164.528(a)(1) as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(h) Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with paragraph (g) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(i) Business Associate agrees to use or disclose PHI pursuant to the request of Covered Entity; provided, however, that Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

## **3. Permitted Uses and Disclosures of PHI by Business Associate.**

(a) Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Business Associate may use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

(c) Business Associate may disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate if:

(i) such disclosure is Required by Law, or

(ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that such information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

(d) Business Associate shall limit the PHI to the extent practicable, to the limited data set or if needed by the Business Associate, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request subject to exceptions set forth in the Privacy Rule.

(e) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

#### **4. Obligations of Covered Entity Regarding PHI.**

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, if such restrictions affect Business Associate's permitted or required uses and disclosures.

(d) Covered Entity shall require all of its employees, agents and representatives to be appropriately informed of its legal obligations pursuant to this Agreement and the Privacy Rule and Security Standards required by HIPAA and will reasonably cooperate with Business Associate in the performance of the mutual obligations under this Agreement.

#### **5. Security of Protected Health Information.**

(a) Business Associate has implemented policies and procedures to ensure that its receipt, maintenance, or transmission of all PHI, either electronic or otherwise, on behalf of Covered Entity complies with the applicable administrative, physical, and technical safeguards required protecting the confidentiality, availability and integrity of PHI as required by the HIPAA Privacy Rules and Security Standards.

(b) Business Associate agrees that it will ensure that agents or subcontractors agree to implement the applicable administrative, physical, and technical safeguards required to protect the confidentiality, availability and integrity of PHI as required by HIPAA Privacy Rules and Security Standards.

(c) Business Associate agrees to report to Covered Entity any Security Incident (as defined 45 C.F.R. Part 164.304) of which it becomes aware. Business Associate agrees to report the Security

Incident to the Covered Entity as soon as reasonably practicable, but not later than 10 business days from the date the Business Associate becomes aware of the incident.

(d) Business Associate agrees to establish procedures to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

(e) Business Associate agrees to immediately notify Covered Entity upon discovery of any Breach of Unsecured Protected Health Information (as defined in 45 C.F.R. §§ 164.402 and 164.410) and provide to Covered Entity, to the extent available to Business Associate, all information required to permit Covered Entity to comply with the requirements of 45 C.F.R. Part 164 Subpart D.

(f) Covered Entity agrees and understands that the Covered Entity is independently responsible for the security of all PHI in its possession (electronic or otherwise), including all PHI that it receives from outside sources including the Business Associate.

## **6. Term and Termination.**

(a) **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until the Business Associate relationship with the Covered Entity is terminated and all PHI is returned, destroyed or is otherwise protected as set forth in Section 6(d).

(b) **Termination for Cause by Covered Entity.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach. If Business Associate does not cure the breach within 30 days from the date that Covered Entity provides notice of such breach to Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the underlying services agreement between Covered Entity and Business Associate.

(c) **Termination by Business Associate.** This Agreement may be terminated by Business Associate upon 30 days prior written notice to Covered Entity in the event that Business Associate, acting in good faith, believes that the requirements of any law, legislation, consent decree, judicial action, governmental regulation or agency opinion, enacted, issued, or otherwise effective after the date of this Agreement and applicable to PHI or to this Agreement, cannot be met by Business Associate in a commercially reasonable manner and without significant additional expense.

(d) **Effect of Termination.** Upon termination of this Agreement for any reason, at the request of Covered Entity, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain any copies of the PHI unless return or destruction is deemed infeasible. If the return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. For purposes of illustration only and not to limit the set of circumstances that could potentially make return or destruction infeasible, it would be infeasible for Business Associate to return or destroy certain PHI that is part of work product that must be retained for document retention/archival purposes, as well as PHI that is stored as a result of backup e-mail systems that store e-mails for emergency backup purposes.

## **7. Amendment.**

The parties may agree to amend this Agreement from time to time in any other respect that they deem appropriate. This Agreement shall not be amended except by written instrument executed by the parties.

## **8. Indemnification.**

Business Associate shall indemnify and hold harmless Covered Entity from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or that may be imposed upon, incurred by, or brought against Covered Entity to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Business Associate. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

Covered Entity shall indemnify and hold harmless Business Associate from and against any and all costs, expenses, claims, demands, causes of action, damages, attorneys' fees and judgments that arise out of or are imposed upon, incurred by, or brought against Business Associate to the extent directly resulting from a breach of this Agreement or any violation of the Privacy Rule or other applicable HIPAA regulations by Covered Entity. The indemnification obligations provided for in this Section will commence on the effective date of this Agreement and will survive its termination.

**9. Severability.**

The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agree that the court making such determination will have the power to modify such provision, and such modified provision will then be enforceable to the fullest extent permitted by law.

**10. Notices.**

All notices, requests, consents and other communications hereunder will be in writing, will be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and will be either (i) delivered by hand, (ii) made facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail or certified mail, return receipt requested, postage prepaid.

If to the Covered Entity: Louisiana Community and Technical College System  
265 South Foster Dr.  
Baton Rouge, LA 70806

If to the Business Associate: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11. Regulatory References.**

A reference in this Agreement to a section in the Privacy Rule means the referenced section or its successor, and for which compliance is required.

**12. Headings and Captions.**

The headings and captions of the various subdivisions of the Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

**13. Entire Agreement.**

This Agreement sets forth the entire understanding of the parties with respect to the subject matter set forth herein and supersedes all prior agreements, arrangements and communications, whether oral or written, pertaining to the subject matter hereof.

**14. Binding Effect.**

The provisions of this Agreement shall be binding upon and shall inure to the benefit of both Parties and their respective successors and assigns.

**15. No Waiver of Rights, Powers and Remedies.**

No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.

**16. Governing Law.**

This Agreement will be governed by and construed in accordance with the laws of the State of Louisiana.

**17. Interpretation.**

It is the Parties' intent to comply strictly with all applicable laws, including without limitation, HIPAA, state statutes, or regulations (collectively, the "Regulatory Laws"), in connection with this Agreement. In the event there shall be a change in the Regulatory Laws, or in the reasoned interpretation of any of the Regulatory Laws or the adoption of new federal or state legislation, any of which are reasonably likely to materially and adversely affect the manner in which either Party may perform or be compensated under this Agreement or which shall make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding a new arrangement or basis for compensation pursuant to this Agreement that complies with the law, regulation or policy and that approximates as closely as possible the economic position of the Parties prior to the change. In addition, the Parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each and every one of the terms, covenants and conditions herein be binding upon and inure to the benefit of the respective Parties. To the extent this Agreement is in violation of applicable law, then the Parties agree to negotiate in good faith to amend this Agreement, to the extent possible consistent with its purposes, to conform to law.

**IN WITNESS WHEREOF**, the parties have executed this Business Associate Agreement as of the Effective Date.

**BUSINESS ASSOCIATE:**

By: \_\_\_\_\_ Name:  
Title:

**COVERED ENTITY:**

By: \_\_\_\_\_ Name:  
Title: