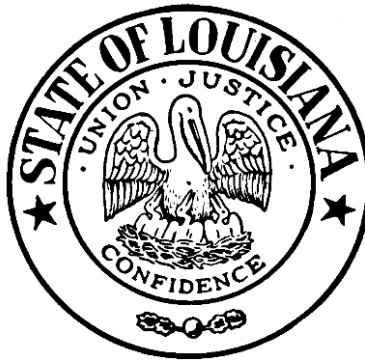


**REQUEST FOR PROPOSAL  
FOR  
LOUISIANA ONLINE APPLICATION AND  
TRACKING SYSTEM  
FOR  
DEPARTMENT OF STATE CIVIL SERVICE**



**File Number: R 27979 EP**

**Solicitation Number: 2243682**

**Proposal Opening Date: March 22, 2011**

**Proposal Opening Time: 10:00 A.M. (CT)**

**State of Louisiana  
Office of State Purchasing**

**(February 11, 2011)**

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**REQUEST FOR PROPOSAL  
FOR  
LOUISIANA ONLINE APPLICATION AND TRACKING SYSTEM  
FOR  
DEPARTMENT OF STATE CIVIL SERVICE**

**PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Background**

The mission of the Department of State Civil Service (DSCS) is to provide human resource services and programs that enable state government to attract, develop and retain a productive and diverse workforce that excels in delivering quality services to the citizens of Louisiana. The Staffing Division of the Department is charged with providing processes and policies that enable State agency managers to fill vacant positions with highly qualified applicants in a timely fashion and in accordance with legal and professional standards. In support of this mission, the State is currently utilizing an automated product that provides for applicants to apply online for state employment opportunities and for the System to automatically track the job announcement and hiring process. The state seeks to continue to operate an automated product providing for online application, test scoring, and automatic tracking of applications for job announcements and the hiring process.

Louisiana State government is comprised of approximately 58,000 classified and 29,000 unclassified employees who are employed by both the executive branch of government as well as institutions of higher education. Specifics of the current system are the existence of approximately 2,400 job specifications and the receipt of over 400,000 applications per year for classified state employment. Currently, there are approximately 400 distinct hiring departments within the State of Louisiana.

The State administers approximately 16,000 written tests per year. Written tests are scored within our current online application and tracking system. All applicant records and test scores are stored in this system as well.

The State currently uses *LA Careers*, a system which allows agencies to post vacancies and allows applicants to apply for these vacancies as well as subscribe to a job vacancy announcement service within the System. *LA Careers* allows agency users to review and forward applications to hiring managers electronically. *LA Careers* also allows correspondence to be sent to applicants via e-mail and paper in various stages throughout the recruitment process.

Although DSCS is the central personnel agency for the State of Louisiana, much of the recruiting and hiring process has been decentralized to the individual departments/agencies. To support open competition, we still require agencies to accept paper applications. However, only about 1% of all applications are received in paper format.

### 1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593.C. from bona fide, qualified proposers who are interested in providing a product which will allow for the continued operations of an Online Application and Tracking system which provides for applicants to apply online for state employment opportunities and for the System to automatically track the job announcement and hiring process in a Software as a Service (SaaS) model. In addition, the product should include components for computerized test administration and scoring.

Attachment I details the functional and technical requirements that the State requests of the selected Proposer.

### 1.1.2 Goals and Objectives

The Department of State Civil Service desires to continue operating the Online Application and Tracking System in a Software as a Service (SaaS) model. The proposed product should consist of implementation including system configuration, training, implementation and post-implementation support (including maintenance and off-site support).

The goals of the System are to:

- Continue providing applicants with an efficient, user-friendly interface which enables them to view and apply for vacancy postings using the System features from any location at any time. The System should continue to allow applicants to track the status of their applications for the various vacancies for which they have applied.
- Continue providing HR professionals an applicant recruiting and tracking system which facilitates communication with applicants and automates the components of the screening and ranking processes.
- Continue providing a method to score tests, store test scores and provide score information to applicants, DSCS, hiring managers and agency HR Staff. This will include storing test score history of applicants.
- Continue providing a statewide reporting capability for all aspects of the system.

## 1.2 Definitions

A. Shall – The term “shall” denotes mandatory requirements per RS: 39:1556(24).

B. Must - The term “must” denotes mandatory requirements.

C. May - The term “may” denotes an advisory or permissible action.

D. Should – The term “should” denotes a desirable action.

E. Contractor – Any person having a contract with a governmental body.

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

G. State- The State of Louisiana.

H. 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.

I. DSCS – Department of State Civil Service

J. SaaS – Software as a Service

### 1.3 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP mailed to prospective proposers and posted to LaPAC	February 11, 2011	
2. Deadline to receive written inquiries	February 25, 2011	
3. Deadline to answer written inquiries	March 4, 2011	
4. Proposal Opening Date (deadline for submitting proposals)	March 22, 2011	10:00 A.M.
5. Oral discussions with proposers, if applicable	To be scheduled	
6. Notice of Intent to Award to be mailed	To be scheduled	
7. Contract Initiation	To be scheduled	

**NOTE: The State of Louisiana reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.**

### 1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Purchasing.

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

All proposals shall be received by the Office of State Purchasing **no later than the date and time shown in the Schedule of Events.**

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

- X **Proposal Name: Louisiana Online Application and Tracking System**
- X **File Number: R 27979 EP, Solicitation Number: 2243682**
- X **Proposal Opening Date: March 22, 2011 @ 10:00 A.M. (CT)**

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.**

Proposals may be mailed through the U. S. Postal Service to our box at:

Office of State Purchasing  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

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

Office of State Purchasing  
1201 North 3<sup>rd</sup> St.  
Suite 2-160  
Baton Rouge, LA 70802

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

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

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 AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.**

**1.5 Proposal Response Format**

This section provides instructions on the desired format for all proposals. Proposals should include all data and information requested by this RFP. Proposals should include all proposal elements as outlined in section 2.6. The State shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met.

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

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

By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with L.R.S.39:1594 (Act 121). The person signing the proposal must be:

- A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
- An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- Other documents indicating authority which are acceptable to the public entity.

The cover letter should also

- Identify the submitting Proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. **Table of Contents:** Organized in the order cited in the format contained herein.

C. **Proposal Elements:** All proposal elements should be included as outlined in section 2.6, to include:

- Executive Summary (2.6.1)
- Project Approach (2.6.2)
- Relevant Corporate Experience and Staff Qualifications (2.6.3)
- Financial Condition (2.6.4)
- System Functions and Features (2.6.5)
- Administrative Information (2.6.6)
- Cost Proposal (2.6.7)

D. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.

E. **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and full statewide or agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.

### 1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Ten (10) additional copies of the proposal should be provided in paper and CD format, as well as one (1) redacted copy in paper and CD format, if applicable (See Section 1.6).



## 1.5.2 Legibility/Clarity

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

## 1.6 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 cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will 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 must 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 his 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".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may 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.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the Office of State Purchasing. When submitting your redacted copy, you 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.

## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Pre-proposal Conference**

NOT REQUIRED FOR THIS RFP

### **1.7.2 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 proposal 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 (even if an answer has already been given to an oral question during the Pre-proposal conference). All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.3 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 may be delivered by mail, express courier, e-mail, hand, or fax to:

Office of State Purchasing  
Attention: Felicia M. Sonnier  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

1201 North Third St.  
Claiborne Bldg., Suite 2-160  
Baton Rouge, LA 70802

E-Mail : [felicia.sonnier@la.gov](mailto:felicia.sonnier@la.gov)

Phone: (225) 342-8029  
Fax: (225) 342-8688

An addendum will be issued and posted at the Office of State Purchasing LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal 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 Purchasing 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 R.S. 39:1671. Such protest shall be made in writing to the Director of State Purchasing at least two days prior to the deadline for submitting proposals.

Note: LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website [www.doa.louisiana.gov/osp]. In that LaPAC provides an immediate e-mail notification to subscribing bidders 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.

### **1.8 Errors and Omissions in Proposal**

The State will not be liable for any error 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. The State, at its option, has the right to request clarification or additional information from the Proposer.

### **1.9 Proposal Guarantee**

NOT REQUIRED FOR THIS RFP

### **1.10 Performance Bond**

NOT REQUIRED FOR THIS RFP

### **1.11 Changes, Addenda, Withdrawals**

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State 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.

### **1.12 Withdrawal of Proposal**

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

### **1.13 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.

### **1.14 Waiver of Administrative Informalities**

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

### **1.15 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State 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 the State to do so.

In accordance with the provisions of R.S. 39:2182, 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, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

### **1.16 Ownership of Proposal**

All materials (paper content only) submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to proposers. Any copyrighted materials in the response are not transferred to the State.

### **1.17 Cost of Offer Preparation**

The State 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 the State of Louisiana.

### **1.18 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.

### **1.19 Taxes**

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

### **1.20 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, the State 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.

### **1.21 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The State 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.

### **1.22 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.

There will be no allowance for the use of subcontractors in this proposal.

### **1.23 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the State 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 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 the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

If a written presentation is conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award, Proposers will receive a copy of a script that will detail the functions to be demonstrated.

### **1.24 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.

### **1.25 Evaluation and Selection**

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

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. 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.

Written recommendation for award shall be made to the Director of State Purchasing for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the State.

### **1.26 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive 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 responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

### **1.27 Contract Award and Execution**

The State 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 the State.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in Attachment V 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 entered. Mandatory terms and conditions are not negotiable. If applicable, a proposer may submit or refer to a Master Agreement entered into by the contractor and the State in accordance with R.S. 39:198(e).

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

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

### **1.28 Notice of Intent to Award**

Upon review and approval of the evaluation committee's and agency's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. 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 the State, the State may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available 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 RS: 39:1671, to the Director of State Purchasing, within fourteen days of the award/intent to award.

### **1.29 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 the Office of State Purchasing. Contact may be made by phone at (225) 342-8029 or E-mail to [felicia.sonnier@la.gov](mailto:felicia.sonnier@la.gov).

### **1.30 Insurance Requirements**

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by the RFP (see Attachment VIII). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time.

### **1.31 Subcontractor Insurance**

NOT REQUIRED FOR THIS RFP

### **1.32 Indemnification and Limitation of Liability**

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State 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 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 in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the 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.

### **1.33 Fidelity Bond Requirements**

NOT REQUIRED FOR THIS RFP.



### **1.34 Payment for Services**

The State shall pay Contractor in accordance with the Pricing Schedule set forth in the final contract. The Contractor may invoice the agency monthly at the billing address designated by the agency. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the 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.

### **1.35 Termination**

#### **1.35.1 Termination of the Contract for Cause**

The State may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have 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 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 the State to comply with the terms and conditions of the contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

#### **1.35.2 Termination of the Contract for Convenience**

The State may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **1.35.3 Termination for Non-Appropriation of Funds**

The 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.

### **1.36 Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Commissioner of Administration.

### **1.37 No Guarantee of Quantities**

NOT APPLICABLE FOR THIS RFP

### **1.38 Audit of Records**

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

### **1.39 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 Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor 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 and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

### **1.40 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.

### **1.41 Record Ownership**

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

### **1.42 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.

#### **1.43 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of OSP.

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.

#### **1.44 Substitution of Personnel**

The State 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 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.

#### **1.45 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

#### **1.46 Claims or Controversies**

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, RS39:1673.

#### **1.47 Proposer's Certification of OMB A-133 Compliance**

Certification of no suspension or debarment: By signing and submitting any proposal for \$25,000 or more, the proposer certifies that their company or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

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

#### **1.48 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, work 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.

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

The State of Louisiana seeks to continue operations with a System which provides the ability for agencies to announce job opportunities via the Internet, for applicants to apply online for state employment opportunities and for the system to track the various aspects of announcing the job and the hiring process. The System should be capable of scoring tests. The System should also be capable of administering computerized tests in a future phase.

The State is soliciting proposals for a product to be delivered in a Software as a Service (SaaS) model. The proposed product should consist of implementation including system configuration, training, implementation and post-implementation support (including maintenance and off-site support).

Attachment I details the Functional and Technical Requirements of the proposed product.

### **2.2 Period of Agreement**

The term of any contract resulting from this solicitation shall be for a period of five (5) years. Total contract time may not exceed sixty (60) months.

### **2.3 Price Schedule**

Prices proposed by the proposers should be submitted on the price schedule furnished herein on Attachment III. Prices submitted shall be firm for the term of the contract. Prices should include delivery of all items F.O.B. destination.

### **2.4 Deliverables**

The deliverables listed in this section are the minimum desired from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

**2.4.1. Project Management** – the Contractor will be responsible for all project management activities to include all necessary tasks and objectives to direct the project from inception through implementation, including post-implementation activities that support the success of the overall effort. A final project management plan negotiated with the DSCS Project Manager shall identify all tasks, milestones, and timelines necessary for a successful implementation. It may also include a status meeting schedule, an issue resolution procedure and a procedure for addressing quality assurance. The plan may also detail all phases of the project including system testing steps necessary to assure that the System is ready for implementation upon go-live. Any changes to the project plan should be approved by the Contractor's Project Manager and the DSCS Project Manager.

**2.4.2. Data Migration Plan and Services** – based upon decisions agreed upon by the Contractor and the State staff, the Contractor will develop and implement a data migration plan for the relevant files and databases necessary for the successful implementation of the proposed product.

**2.4.3. User Training** – the Contractor will be responsible for training DSCS administrative staff and agency HR professionals in the use of all aspects of the System. This will be conducted in the “train the trainer” model onsite in Baton Rouge, Louisiana. Approximately 35 State users will be included in the training. In addition, the Contractor will be responsible for providing training materials.

**2.4.4. Fully Configured System in Production** – The Contractor shall provide a configured system delivered to an unlimited number of end users (applicants) via the Internet in an SaaS model. The System should be configured to State of Louisiana functional and technical specifications as detailed in this RFP. Of special note are security, system availability, data ownership, and backup and recovery specifications.

**2.4.5. Post-Implementation Support** – the Contractor will provide ongoing support services such as help desk support and software upgrades.

## **2.5 Location**

The location the service is to be performed, completed and managed is at the Department of State Civil Service located in the Claiborne Building at 1201 North 3<sup>rd</sup> Street, Baton Rouge, LA.

## **2.6 Proposal Elements**

In order to aid in the evaluation of submissions, the State requests that Proposers adhere to a standard format containing the following proposal elements. Additional information may be added in appendices. The proposal should be arranged in the following order:

### **2.6.1 Executive Summary**

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, Proposer contact name and telephone number. This section should also include a summary of the Proposer’s qualifications and ability to meet the State’s overall requirements.

### **2.6.2 Project Approach**

The Proposer should describe in detail his approach to developing a final project management plan, conversion strategy, knowledge transfer and training plan, and post implementation support plan as described in Attachment I: Scope of Services. A draft work schedule showing tasks, durations, and key personnel should be submitted with the proposal. The Proposer should detail the amount of time key personnel intend to spend onsite with the State versus work done remotely.

### **2.6.3 Relevant Corporate Experience and Staff Qualifications**

Proposers will be evaluated on the relevant experience, resources and qualifications of the proposed staff to be assigned to this project. The experience of the Proposer’s personnel in implementing similar services to those to be provided under this RFP will also be evaluated, as well as the ability to commit full time key personnel for the full term of the contract.

Please provide the following documentation to aid the State in proposal evaluation:

- Describe the Proposer's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, Limited Liability Company).
- Provide a statement of whether there have been mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant detail.
- Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP. If such litigation does not exist, Proposer should so state.
- Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP based on the Proposer's experience with public sector projects of similar scope and functionality.
- Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.
- Provide a roster, job descriptions and resumes of key personnel who will be assigned by the Proposer to perform duties or services under the contract. The following information should be included:
  - Minimum qualifications for each staff position as well as specific job duties identified in the proposal.
  - Job responsibilities, workload and lines of supervision.
  - Organizational chart identifying individuals and their job titles and major job duties. This chart should show lines of responsibility and authority.
  - Resumes of key personnel proposed should include, but not be limited to experience with Proposer, previous experience in projects of similar scope and size, and educational background.
- Proposers should give at least three customer references for public sector projects both similar in size and scope to the project outlined in this RFP and who have been operational for at least the last 12 months. References should include the name and telephone number of each contact person.

#### **2.6.4 Financial Condition**

The organization's financial solvency will be evaluated. The Proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under the contract will be given special emphasis.

The Proposer should provide the State with the following documentation regarding the company's financial responsibility and stability:

- A current written bank reference, in the form of a standard signed and dated business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing.
- A complete print-out of the most recent Dunn & Bradstreet Business Information Report™ for the Proposer. If the Proposer is not registered with D&B, then the Proposer may submit three current written, positive credit references, in the form of signed and dated standard business letters, from vendors with which the Proposer has done business.

- Copies of financial statements for each of the last three (3) years, preferably audited, including at least a balance sheet and profit and loss statement.
- Other appropriate documentation which would demonstrate to the State the Proposer's financial resources sufficient to conduct the project.

## **2.6.5 System Function and Features**

The proposed solutions will be evaluated based on how Proposers' address each functional and technical requirement outlined below. Proposers should provide a description for each item or sub-item listed. If the System is unable to provide the listed functionality, it should be so noted. **Proposers should indicate whether each item is currently developed or would need to be developed.** A lack of response on any particular item will be interpreted as the System's inability to provide that functionality.

### **Functional Requirements (Attachment I, Section A)**

**NOTE: Items below in parentheses ( ) reference appropriate sections of Attachment I.**

#### **General System Needs (1)**

Describe how the System would meet the needs of the State of Louisiana in maintaining an Online Application and Tracking System. The response should address items 1.1 through 1.8.

#### **Request to Fill a Vacancy (2)**

Describe how the System would provide agencies with workflow that supports a request-to-fill approval process.

#### **Posting a Vacancy (3)**

Describe how the System would allow agencies to utilize the functionality of the job posting process. The response should address item 3.1.

Describe how the capability of prescreening questionnaires and supplemental questionnaires work in the System. Include details as to the source of any established database questions and how the System approaches the need for customization of additional questions. The response should address item 3.2.1 and 3.2.2.

Describe how the System allows users to utilize the functionality of the job posting process. The response should address items 3.3 through 3.7.

#### **The Applicant Experience (4)**

Describe how the System allows the applicant user the ability to create, store, view and change applicant data; manage attachments; print applications and view application status as outlined in all items covered in 4.1.

Describe how the System allows the applicant user the ability to search for career information, to search for job vacancies and the ability to provide a vacancy subscription service as outlined in all items covered in 4.2.

Describe how the System provides for submittal of the electronic application as well as the incorporation of paper application data into the System as outlined in all items covered in 4.3.



### **Selection, Hire and Tracking (5)**

Describe how the System will provide users with the ability to track applicant records throughout the hiring process from receipt of the employment application through the selection process including the addition of veterans preference points as outlined in all items covered in 5.1.

### **Reporting (6)**

List and describe any pre-defined standard reports that the System utilizes to provide users with data regarding recruitment and selection activity. In addition, identify any reportable fields that may be used to create custom reports and indicate any export features that are available to users specifying which application (e.g. Crystal, Excel) the system employs to accomplish this exportation. When responding, refer to item 6.1.

Describe how the System can provide DSCS with the administrative authorization to run comprehensive reports on all system data as outlined in 6.2.

List and detail which EEO reports and related statistical analysis capabilities the system provides related to needs specified in 6.3 and describe the methodology for ensuring compliance with federal EEO regulations. In addition, indicate whether or not the system allows for manual data entry of EEO data.

Describe the system's ability to generate tracking reports on actions taken in the system as requested in 6.4.

### **Computerized Test Scoring (7)**

Describe how the System will handle scoring of written exams as outlined in 7.1.

Indicate the methodology to provide DSCS with the capability to confirm scoring keys have not been compromised. Please provide evidence of the System's ability to ensure accuracy of scoring keys at all times as requested in 7.2.

Indicate whether or not the System can comply with the DSCS retest eligibility policy outlined in 7.3.

### **Computerized Test Administration (8)**

Indicate the strategy for offering computerized testing within the Louisiana Online Application and Tracking System as outlined in 8.

## **Technical Requirements (Attachment I, Section B)**

### **Technical Overview (1)**

Describe the environment in which the solution is deployed and explain how it relates to/differs from the description in 1.1.

Describe the browser requirements for the solution being proposed and address any and all requirements for browser version or level. In addition, describe any plug-ins or other client-side software necessary for the proposed solution to perform as specified in 1.2.

**System Response and Availability (2)**

Please respond in detail to items 2.1 through 2.4. The proposal should clearly state the guaranteed percentage of availability (percentage uptime) as well as address any restitution provided to DSCS if this guarantee is violated.

**User Interface (3)**

Describe how the proposed System addresses the graphic user interface requirement as described in 3.1.

Describe how the proposed solution incorporates “help” text or other “help” aids to assist all users of the System as indicated in 3.2.

**Security (4)**

Describe data transmission in the proposed solution and describe any and all encryption technology utilized as well as any exceptions to encrypting data as outlined in 4.1.

Describe in detail security mechanisms currently in place to restrict access to any and all data as detailed in 4.2 through 4.4. Proposer should provide documentation relative to procedures and policies employed by the Proposer regarding physical security used to protect access to sensitive data. Proposer should provide documentation relative to procedures and policies currently in place as well as detail all software, hardware, or other appliances used to protect unauthorized access to the network, servers, and data storage devices. Proposer should provide documentation of all policies and procedures in place to protect sensitive information from access or misuse by unauthorized staff employed by the Proposer or from any third parties or contractors doing business with the Proposer.

Describe how the proposed system addresses role-based security as described in 4.5.

Describe how the proposed System addresses user id and password security and management for the applicant user and agency user as discussed in 4.6.1 and 4.6.2.

Describe in detail the mechanisms currently in place to handle any compromise of user data as described in 4.7.

**User Data (5)**

Indicate agreement with items 5.1 and 5.2.

**Data Backup and Restore (6)**

Describe in detail the backup and restore methodology of the System as required in item 6.1.

Describe the methodology, frequency, data transmission method and encryption employed for offsite backup. If offsite backup is at a third party facility, provide documentation regarding the policies and procedures employed by the third party to secure data from both physical and network access as outlined in 6.2.

Provide the documentation as requested in 6.3. Proposer should include documentation that demonstrates that the data and system restore methodology employed has been tested and verified to successfully restore the System to full operational state with all System configuration and user data recovered and intact.

## **Interfaces and Data Migration (7)**

Indicate agreement with the first statement of item 7.

Describe how the job specifications mentioned in 7.1 can be converted to an appropriate format in the proposed System.

Describe how the records referenced in 7.2 and 7.3 can be converted to an appropriate format in the proposed System.

Describe and discuss the methodology and implications of converting existing applicant records and test scores to the proposed System as cited in 7.4.

### **2.6.6 Administrative Information**

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

### **2.6.7 Cost Proposal**

Proposers should use the Cost Sheets provided in Attachment III to provide all prices. Proposers must list all costs associated with providing all services specified in the RFP. Proposers may add line items to the cost tables in Attachment III as needed, but no additional tables should be created and formatting of tables should not be changed.

Costs shall be all inclusive (i.e. labor rates include travel and lodging if applicable and all taxes, as the State will not pay any taxes separately.)

## **PART III: EVALUATION**

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

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

### **3.1 Financial Proposal (*Value of 50 pts.*)**

The following financial criteria will be evaluated:

- Licensing costs
- Fixed setup and implementation costs
- Training costs
- Annual Hosting, Maintenance and Support costs
- Additional costs estimate

Prices proposed by the Proposers should be submitted on the price schedule furnished in Attachment III. 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.

A proposer's base cost score will be based on the cost information provided in Attachment III and computed as follows:

$$\text{BCS} = (\text{LPC}/\text{PC} \times 50)$$

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

### **3.2 Technical Proposal (*Value of 50 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 are:

CRITERIA	MAXIMUM SCORE
Project Approach	5
Relevant Corporate Experience and Staff Qualifications	5
Financial Condition	5
System Function and Features	35
<b>TOTAL TECHNICAL PROPOSAL SCORE</b>	<b>50</b>

All proposals received will be reviewed and evaluated by an evaluation team selected by the State.

Each of the scoring criteria is described in more detail below:

**1. Project Approach**

Proposers will be evaluated on their understanding of the scope of the project, project management plan, conversion strategy, approach to training and knowledge transfer, and implementation plan. The level of detail for each item will provide the State with insights into the Proposers' understanding of the project scope.

**2. Relevant Corporate Experience and Staff Qualifications**

Proposers will be evaluated on the relevant experience, resources and qualifications of the staff to be assigned to this project. The experience of the Proposers' personnel in implementing and maintaining similar services in the public sector to those to be provided under this RFP will be evaluated, as well as the ability to commit key personnel for the full term of the contract.

**3. Financial Condition**

The organization's financial solvency will be evaluated. The Proposers' ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be given special emphasis.

**4. System Function and Features**

Proposed solutions will be evaluated based on how Proposers address each functional and technical requirement outlined in Attachment I: Scope of Services.

A scripted demonstration may be required to enhance or clarify proposals as described in section 1.23 Written or Oral Discussions/Presentations.

## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

<b>Project Phase</b>	<b>Deliverable / Description</b>
<p style="text-align: center;"><b>1</b></p> <p><b>Environment Preparation</b></p>	<p>Provide <b>Project Management</b>. Contractor will be responsible for all project management activities to include all necessary tasks and objectives to direct the project from inception through implementation, including post-implementation activities that support the success of the overall effort. A final project management plan negotiated with the DSCS Project Manager shall identify all tasks, milestones, and timelines necessary for a successful implementation. It may also include a status meeting schedule, an issue resolution procedure and a procedure for addressing quality assurance. The plan may also detail all phases of the project including system testing steps necessary to assure that the system is ready for implementation upon go-live. Any changes to the project plan should be approved by the Contractor's Project Manager and the DSCS Project Manager</p>
	<p>Provide <b>Data Migration Plan and Services</b>. Based upon decisions agreed upon by the Contractor and the State staff, the Contractor will develop and implement a data migration plan for the relevant files and databases necessary for the successful implementation of the proposed solution.</p>
<p style="text-align: center;"><b>2</b></p> <p><b>User Training</b></p>	<p>Provide <b>User Training</b>. The Contractor will be responsible for training DSCS administrative staff and agency HR professionals in the use of all aspects of the system. This will be conducted in the "train the trainer" model onsite in Baton Rouge, Louisiana. Approximately 35 State users will be included in the training. In addition, the Contractor will be responsible for providing training materials.</p>
<p style="text-align: center;"><b>3</b></p> <p><b>Implementation Of System (Rollout)</b></p>	<p>Provide a <b>Fully Configured System in Production</b>. The Contractor shall provide a configured system delivered to an unlimited number of end users (applicants) via the internet in an ASP or SaaS model. The system should be configured to State of Louisiana functional and technical specifications as detailed in this RFP.</p>
	<p><b>Provide Post-Implementation Support</b>. The Contractor will provide ongoing support services such as help desk support and software upgrades.</p>

4.2 Performance Measurement/Evaluation

<p style="text-align: center;"><b>1</b> <b>Environment Preparation</b></p>	<p>Provide <b>Project Management.</b> Contractor will be responsible for all project management activities to include all necessary tasks and objectives to direct the project from inception through implementation, including post-implementation activities that support the success of the overall effort. A final project management plan negotiated with the DSCS Project Manager shall identify all tasks, milestones, and timelines necessary for a successful implementation. It may also include a status meeting schedule, an issue resolution procedure and a procedure for addressing quality assurance. The plan may also detail all phases of the project including system testing steps necessary to assure that the system is ready for implementation upon go-live. Any changes to the project plan should be approved by the Contractor's Project Manager and the DSCS Project Manager</p>	<ol style="list-style-type: none"> <li>1) Contractor schedules a kickoff meeting to further gather and understand existing processes, discuss functionality and negotiate a final project plan.</li> <li>2) DSCS Project Manager reviews &amp; approves final project plan.</li> <li>3) Contractor provides DSCS Project Manager with Implementation Task Checklist and Issue Tracking Tool. The checklist includes a list of the tasks and set-up tables that need to be completed prior to implementation. <i>(Measure – Will be defined on project implementation timeline )</i></li> <li>4) The Final Project Plan, Implementation Task Checklist and Issue Tracking Tool will individually be reviewed on a weekly basis by the DSCS Project Manager and the DSCS Project Coordinator. The DSCS Project Coordinator will prepare a weekly status report. This report will assign a status code for each task. <i>(Measure – Will be defined on project implementation timeline and will include the following status codes: Completed, In-progress, Modified &amp; Redirected and On-schedule.)</i></li> <li>5) Conduct weekly implementation status meetings between Contractor, DSCS Project Manager, DSCS Project Coordinator and required staff. <i>(Measure – Will be defined on project implementation timeline. DSCS Project Coordinator will document weekly status meetings.)</i></li> </ol>
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	<p>Provide <b>Data Migration Plan and Services</b>. Based upon decisions agreed upon by the Contractor and the State staff, the Contractor will develop and implement a data migration plan for the relevant files and databases necessary for the successful implementation of the proposed solution.</p>	<p>6) Evaluate and rate tasks completed during Phase 1, Environment Preparation. <i>(Measure – will take place upon completion of Phase 1 and will include the following performance rating: Excellent, Acceptable or Unacceptable. Rating will be done by DSCS Project Manager &amp; Coordinator)</i></p>
<p><b>2</b></p> <p><b>User Training</b></p>	<p>Provide <b>User Training</b>. The Contractor will be responsible for training DSCS administrative staff and agency HR professionals in the use of all aspects of the system. This will be conducted in the “train the trainer” model onsite in Baton Rouge, Louisiana. Approximately 35 State users will be included in the training. In addition, the Contractor will be responsible for providing training materials.</p>	<p>7) Evaluate and rate tasks completed during Phase 2, User Training. <i>(Measure – will take place upon completion of Phase 1 and will include the following performance rating: Excellent, Acceptable or Unacceptable. Rating will be done by DSCS Project Manager &amp; Coordinator)</i></p>
<p><b>3</b></p> <p><b>Implementation Of System (Rollout)</b></p>	<p>Provide a <b>Fully Configured System in Production</b>. The Contractor shall provide a configured system delivered to an unlimited number of end users (applicants) via the internet in an ASP or SaaS model. The system should be configured to State of Louisiana functional and technical specifications as detailed in this RFP.</p> <p><b>Provide Post-Implementation Support</b>. The Contractor will provide on-going support services such as help desk support and software upgrades.</p>	<p>8) Evaluate and rate tasks completed during Phase 3, Implementation of System. <i>(Measure – will take place upon completion of Phase 1 and will include the following performance rating: Excellent, Acceptable or Unacceptable. Rating will be done by DSCS Project Manager &amp; Coordinator)</i></p> <p>9) DSCS Project Coordinator and required MIS staff will monitor the Service Level Agreement as attached. <i>(Measure – will be</i></p>



		<p><i>provided on an annual basis in a Violations &amp; Associated Penalties Report.)</i></p> <p>10) DSCS Project Coordinator and required MIS staff will monitor post-implementation support services. <i>(Measure – will be weekly upon final rollout and will include the following performance rating: Excellent, Acceptable or Unacceptable.</i></p>
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# **Attachment I : FUNCTIONAL AND TECHNICAL REQUIREMENTS**

## **A. Functional Requirements**

### **1. General System Needs**

- 1.1. Comprehensive** - The System must be comprehensive in that it must provide agencies with the ability to post all types of vacancies and include an online application and applicant tracking capability.
- 1.2. Web-Hosted** - The System will be an application that is hosted at the contractor's site and available to users through the World Wide Web.
- 1.3. Ease of Use** - The System should be a fully integrated System that eliminates the need to enter duplicate data. The System should be user friendly, offer point and click ability, be intuitive to use, and require a minimal number of screens to complete transactions.
- 1.4. Workflow** - The System should facilitate efficiency and simplify business processes by automating the flow of information, documents, notifications, approvals, tasks and statuses through completion.
- 1.5. Flexibility** - The System should be designed to allow for growth, expansion and response to changes in DSCS's business processes.
- 1.6. Louisiana Public Sector** - The Contractor must have a product designed specifically for public sector organizations which have diverse professions, hiring practices and departments with varying needs. The State of Louisiana currently utilizes over 2,400 job specifications, has approximately 300 hiring entities and has a workforce of nearly 90,000 classified and unclassified employees. The Contractor must have successfully implemented their product into no fewer than two state government entities that employ no fewer than 50,000 classified and unclassified employees.
- 1.7. Modular** - The System should be modular in design so new application components can be integrated to accommodate a phased implementation, if desired. Once implemented, the System should be able to easily expand to provide new capabilities without negatively impacting previously implemented functionality.
- 1.8. Help** - The System should provide customizable, online help screens throughout and self-running tutorials about the general operation of the System. The Contractor should have live customer service available for both agency users and applicants. The Contractor should have a user manual available on the website accessed by the users.

### **2. Request to Fill a Vacancy**

- 2.1. Workflow** - Authorized users should be provided with a data entry interface for creating job requisitions in order to conduct various requisition actions. In addition, the System should provide agencies with workflow that supports a request-to-fill approval process.

### **3. Posting a Vacancy**

**3.1. Create New Job Posting** - The System should allow agencies to create job vacancy postings. These announcements may be for specific positions to be filled or for future recruitment. The job postings entered into the System should include all information that is necessary for posting and advertising job vacancies including selection procedure, job specification, minimum qualifications, salary information, location of vacancy, appointment type and a customizable free-text field to include vacancy-specific information for applicants. The System should generate a unique announcement number for each job posting that will serve as an identifier for tracking the posting and related applicant data through the System.

#### **3.2. Supplemental Questionnaires**

**3.2.1. General Applicant Information Questionnaires** - These questions should gather general information about the applicant such as EEO data, Veterans' Preference eligibility and highest level of education achieved. These questions must allow various types of response including: single, multiple and text.

**3.2.2. Vacancy-Specific Questionnaires** – The System must have the ability to create supplemental questions based on specific job needs and competencies. These questions must allow various types of response including: single, multiple and text. The System must support the ability to produce a ranked list of qualified applicants based on point values assigned to supplemental question response options. Agency users should have the ability to create, save and organize the supplemental questions. Agency users should only be able to view and edit the questions for departments to which they have security access.

#### **3.3. Update a Job Posting**

**3.3.1.** The System should permit authorized users to update open job postings. The user should be provided with a dialog box in which the announcement number can be entered and searched. The agency user will be allowed to update information only on job postings created by that agency. DSCS authorized users will be allowed to update all information on all job postings.

**3.3.2.** An updated job posting should not generate another announcement number and all updated job postings should be archived for documentation purposes. Users should be prompted to enter a reason for updating the job posting.

**3.3.3.** It is desirable to have the ability to inform applicants of changes via mass e-mail or mail merge when applicable.

**3.4. View/Open a Job Posting** - The System should provide an option that will allow authorized DSCS users to view all job postings. Authorized agency users should be allowed to view all job postings for their particular agency only. Users should also be able to define the order (sort) in which to view the job postings.

**3.5. Cancel a Job Posting** - The System should permit authorized users to cancel a job posting and have the ability to inform applicants of the cancellation. The announcement number for a cancelled job posting cannot be used again by the

System and all cancelled job postings should be archived for documentation purposes. Users should be prompted to enter a reason for cancelling the job posting.

### 3.6. Timeliness

**3.6.1. Real Time** - Vacancy announcements should be posted to the job board in real time.

**3.6.2. Closing a Job Posting** - The System should automatically close a job posting at 11:59:59 p.m. central time on the closing date of the announcement. Each application received electronically should be System date stamped and compared against the posting closing dates. The record should be created if the date stamp is less than or equal to the posting closing date. The applicant should receive an error message if the System date is greater than the posting closing date.

**3.6.3. Prospective Vacancies** - The System should allow users to post prospective vacancies.

**3.7. Printed Announcements** - Users should have the ability to print job postings in an easy-to-read format for recruiting purposes.

## 4. The Applicant Experience

**4.1. Applicant Portal** – This allows the applicant to sign in to a secured portal containing information relevant to the applicant such as profile data, application status, test scores, etc. Security will be designed to prevent unauthorized access into the applicant's data.

**4.1.1. Job Application Profile** - The online job application component of the Louisiana Online Application and Tracking System should provide job applicants with the ability to complete the employment application online. Fields that may be included in the job application/profile are name, address, e-mail address, contact numbers, education information, job history, licenses and certifications, etc. After completing the application, the application data can then be submitted electronically into the central database in response to a specific job posting. Ideally, the chosen system would have the ability to offer different versions of the employment application. For example, some state jobs do not require the amount of detail listed on the full application. Authorized agencies should be able to select a shorter application form for these jobs if desired.

**4.1.1.a Create New Employment Application** - Applicants should be provided with a user-friendly application interface. The application should be built so that the applicant can tab from field to field. The application should include required fields similar to those on the current statewide employment application.

**4.1.1.b Save Application** - The System should provide applicants with a method to save application data into a centralized data bank for future retrieval. Each applicant should be given the opportunity to create a User ID and password for updating and saving application data. Applicants will not be allowed to save data without a valid applicant profile. This function will provide

applicants with the ability to save their personal application data for later use and will prevent applicants from having to re-create the employment application for each position to which they choose to apply. In addition, applicants should have the ability to save an incomplete application/profile and later return to the saved document to complete it.

- 4.1.1.c Update and Change Application** - This feature will allow the applicant to update and/or submit a previously created application. The applicant will be prompted and required to enter a valid User ID in order to access the data. The applicant should be allowed to edit any field data. After the editing is completed, the applicant should be prompted to verify and save the data. If the update is successful, the applicant should receive a confirmation message. The System should prevent the applicant from modifying any application which has been submitted for employment.
- 4.1.1.d Print Application** - A printer friendly version of the completed application should be made available to applicants. In addition, applicants should have the ability to print a blank employment application.
- 4.1.1.e Review of Vacancies** - Applicants should be able to review any current vacancy announcements which meet their set criteria.
- 4.1.1.f Application Status** - Applicants should have the ability to view the disposition of each application submitted to a hiring agency.
- 4.1.1.g Attachments** - The System should have the ability to accept multiple attachments which may include one or more of the following: cover letter, resume, transcripts or DD-214 (Certificate of Release or Discharge from Active Duty) forms.
- 4.1.1.h View Grades** - The System should have the ability to store grades and provide applicants with secure grade information.

## **4.2. Searching for Job Opportunities**

- 4.2.1. Career Information** - The System should provide a tool to assist applicants in their search for information on jobs within state service. This tool should provide users access to information such as pay level and annual salary range; job specifications; testing and scoring information; job locations and whether or not there are currently open vacancies.
- 4.2.2. Searching for Vacancies** - An applicant should be able to search for vacancies by job title, occupational group, agency, parish, series number, monthly salary, and type of vacancy or any combination thereof.
- 4.2.3. Subscription Service** - The System should provide applicants the ability to be notified of future vacancies via a subscription service. Vacancies should be e-mailed to applicants based on applicant-specified criteria which may include job title, scope (statewide, region or parish), occupational group, agency, type of vacancy, series, and monthly salary. The e-mail should contain links to the specific job postings meeting the subscribers' search criteria, for convenience.

### 4.3. Submit Application

**4.3.1. Electronic Application** - This function will allow the applicant to submit the application to the vacancy in direct response to an open posting. The application must correspond with an open job posting that is in the database. The applicant should receive a message confirming that the application was received. If there is not a match, the applicant should receive an error message. If the application is submitted for an expired posting, the applicant should receive an error message. The System should include the ability for applicants to resubmit an application with additional or new information or withdraw their application from consideration anytime before the closing date of the posting. In addition, all submittals should be date stamped.

**4.3.2. Paper Application** - It is necessary that applicants have the ability to submit an application for employment in paper form, as well as online. The System should be able to incorporate paper application data.

**5. Selection, Hire and Tracking** - The System should archive applicant records that are received in response to a specific job posting. This System will be accessible by authorized users from each State agency. Authorized users will have access to their agency's data only and agencies for which they are responsible for providing Human Resource functions. The level of access and rights will be determined by a pre-defined user security profile. Users will be able to view and retrieve all applicant records that correspond to job postings that have been posted by their respective agency. This should provide agencies with the capacity to track applicant records entirely through the hiring process, from receipt of the employment application through the selection process. The System should have the ability to retrieve applicant data either by online submission of the online employment application form or by manual data entry by authorized HR professionals.

### 5.1. Applicant Tracking System Functions and Features

**5.1.1. View Applicant Records** - Users should be able to view posting activity in response to specified postings in real time. The System should provide agency and DSCS users with a method to view all applicant records that correspond to a specific posting (open or closed) by entering the announcement number or the option to view all applicant records for all open postings.

**5.1.2. Print Applicant Records** - The System should permit agency and DSCS users to print applications and any attachments. Applicant records may be printed individually or may be printed in batches by posting.

**5.1.3. Application Screening** – Agency users should have the ability to screen applications to determine qualifications and interview potential applicants. Users should also be able to record the results and reasons for qualifying/not qualifying an applicant. When ranking applicants, agency users must have the ability to designate five or ten veterans preference points where applicable for those applicants who have been determined eligible to be hired and to receive such preference. This is necessary to satisfy DSCS legal requirements stated in Louisiana Constitution Article X, Section 10 (A) 2. Previously recorded screening notes should be available for review at a later time.

- 5.1.4. Certificate of Eligibles** - The System should permit the creation of a list of candidates who have been determined to meet qualifications and have any required test scores. This list of names should show any applicable ranking of candidates. This list should also have fields displaying an expiration date for the list. This expiration date may be system generated or accessible to data entry by an agency user. The list should also permit the agency user to record any notes concerning the creation of the list of names.
- 5.1.5. Filtering** – Users should be able to filter the list of applicants at any point in the workflow based on responses to supplemental questions.
- 5.1.6. Audit Trail** – The System should track and document the actions taken by users throughout the recruitment workflow. This documentation should include the date, time and user who performed actions pertaining to the certification, disqualification and/or movement of applicants throughout the System.
- 5.1.7. Interview Notes** - The System should permit the agency user to record notes in the records of applicants selected for interview. The user should be provided with a user interface that includes an unlimited text based field for recording this information.
- 5.1.8. Reference Check Information** - The System should permit the agency user to record information received from conducting reference checks on specified applicants.
- 5.1.9. Background Check Information** - The System should permit the agency user to record information received from conducting background checks on specified applicants. The user should be able to select which type of background check was performed and whether the applicant is 'eligible' or 'not eligible' for hire.
- 5.1.10. Generate Correspondence** – Agency users should have the ability to generate pre-defined e-mail or paper correspondence to the applicant. The System should provide a feature to "batch-send" letters and/or e-mail, based on defined criteria while utilizing merge fields to insert applicant and/or vacancy-specific data. Users should have the ability to create, save, edit, organize and send correspondence templates for only the departments to which they have security access. The State should have the ability to create correspondence templates which are available for sending but not editing by users.

## **6. Reporting**

- 6.1. Reporting Needs** - The System should include a comprehensive reporting system that will provide users with data regarding the recruitment and selection activities of agencies. This data should include all fields available on the employment application within the System, to include custom fields. The System should include the capability to generate pre-defined standard reports or allow users to create custom reports. Such reports should be able to be successfully executed in a timely fashion, without regard to the amount of data contained within. Both pre-defined standard reports and custom reports should not cease running prior to the System actually creating the report. Users should also have the ability to modify, save, print and delete reports based on the authority determined by role based security. The System should permit

ad-hoc query creation that will allow users to access applicant data as necessary to address agency specific data analysis and reporting needs. Export features should be available that will allow users to analyze data in user determined applications that are defined as being compatible with the System.

- 6.2. DSCS Specific Needs** - The System should provide DSCS with the administrative authorization to run comprehensive reports on all System data. This data should include all fields available on the employment application within the System, to include custom fields. The System should provide DSCS with the ability to make these reports viewable by agency users on an as-needed basis. DSCS's reporting needs may include reports on the following: Applicants by individual posting/vacancy; annual applicant recapitulation; active applications on a specific date for continuous announcement; applicants for a specific date range for continuous announcement; applicants by job title; applicants by work parish; applicant counts by source; veterans' status; applicants' disposition by requisition; applicants' education level or area of study; applicant status; and applicant grade and rating information. Export features should be available that will allow users to analyze data in user determined applications that are defined as being compatible to the System. Any reports that are date specific should allow the user to select a different date or range of dates. Such reports should be able to be successfully executed in a timely fashion, without regard to the amount of data contained within. Both pre-defined standard reports and custom reports should not cease running prior to the System actually creating the report.
- 6.3. EEO Analysis** - Certain data is required from an applicant pool to conduct EEO statistical analysis and reporting. EEO data should be captured by the System but should not be stored with the applicant record. EEO data may also be entered manually to account for those applications received in paper form. Data to be included should be: Announcement number, applicant profile number, race, ethnicity, gender, date of birth, EEO-4/EEO-6 category, pay level, interviewed flag, and selected flag. The System must accommodate the reporting of race, ethnicity and gender as separate data categories. In addition, authorized users should have the ability to choose from any reportable fields to create customized reports. Interviewing and hiring results for each requisition should be reported as identified by the applicant profile number, as well as data related to the entire applicant pool such as the number of total applicants, etc. Access to this data will be granted to authorized users as determined by role based security. This data should be exportable so that further analysis and reporting may be conducted. EEO reporting capabilities should be updated in accordance with federal regulations when appropriate.
- 6.4. Audit Trail** - The System should provide agency and DSCS users with the ability to generate adequate tracking reports of actions taken in the System.
- 7. Computerized Test Scoring** - The System must be able to score tests and provide score information to applicants, DSCS and agencies. The System must provide notification by e-mail or written notice of scores to candidates.

  - 7.1. Written Test Scoring Methods** - These examinations are designed to measure an applicant's basic abilities, skills and specialized job knowledge required for successful job performance. The System must be able to accommodate weighted item and rescaled scoring methods. The System must allow for re-use of test scores between different and separate postings announced in the System when agency users perform



application screening. These test scores must populate for agency users upon their evaluation of a candidate during their application screening. This requirement is to free agency users from the necessity of locating necessary candidate test scores.

- 7.2. Scoring Key Confidentiality** - The answer keys to the DSCS's written tests are confidential. The chosen system should provide authorized DSCS users with the assurance that these scoring keys will not be compromised at any time. The System should have the capability to ensure accuracy of answer keys and to identify any revisions to scoring keys.
- 7.3. Record of Retest Eligibility** - DSCS's current policy is to allow applicants to take a written test no sooner than 90 days between each retest. The System should provide DSCS with the ability to prevent non-compliance with this policy.
- 8. Computerized Test Administration** - The State is looking to incorporate proctored computerized testing instead of offering the written exams as currently administered in paper form. Contractor should provide the capability for the proposed testing software to support the timed, computerized administration and scoring of tests. In addition, the System should provide the ability to house and randomly administer different versions of the same test to applicants.

## **B. Technical Requirements**

### **1. Technical Overview**

- 1.1. Description of Product to be Delivered** – The State of Louisiana intends to continue operations in a Software as a Service (SaaS) model. In this model, the proposed solution shall be hosted by the Contractor. It is the intent of the State that all hardware (servers, storage devices, processors, etc), and software (operating systems, utilities, applications, etc), are owned and physically located at a secure site operated by the Contractor. It is the intent of the State that all data is physically located at a secure site operated by the Contractor.
- 1.2. User (Client-side) Software Requirements** – No application software other than an Internet Browser should be required on client side computers to access and fully utilize the proposed System. The solution should be provided over the internet via TCP/IP connectivity and should be accessed and utilized via the most commonly accepted and current browsers such as Internet Explorer and Mozilla Firefox by all users of the System.

### **2. System Response and Availability**

- 2.1. System Response** – standard connections - The System should provide adequate response time when accessed by DSCS administrative staff, agency HR staff, and applicants over high-speed connections as defined in the Service Level Agreement.
- 2.2. System Response** – dialup connections – The System should provide for adequate response time for dial up connections for standard transactions as defined in the Service Level Agreement.

**2.3. System Availability** – The System should be available 24 hours a day, 7 days per week on a consistent basis. DSCS should be notified in writing (email is acceptable) at least 48 hours in advance of any scheduled outages stating the reason for and anticipated duration of the outage as defined in the Service Level Agreement (Attachment VI).

**2.4. System Availability – Restitution Provision** – The Contractor should provide restitution to DSCS if the guaranteed percentage of availability (percentage uptime) is violated as defined in the Service Level Agreement (Attachment VI).

### **3. User Interface**

**3.1. Graphical User Interface** – All panels and screens accessed and used by users of the System should be designed with ease-of-use in mind. The user should be able to make data item selections using commonly accepted aids such as drop-down lists, radio buttons, check boxes, etc.

**3.2. Online Help** – The System should provide the user with help text or other helpful assistance at both the screen and data item level.

### **4. Security**

**4.1. Security of Transmission** – All data transmitted between the Contractor's server and individual client user computers must be encrypted using a minimum of 128 bit encryption. This refers to all online transactions including updates and inquires as well as all batch data transmissions. No data transmitted should be transmitted as clear text.

**4.2. Security of Sensitive Data – Physical Security** – The Contractor must have policies and procedures in place regarding physical security used to protect access to sensitive data. For purposes of this RFP, all data stored and transmitted in to and from the System will be considered sensitive.

**4.3. Security of Sensitive Data – Network Protection** – The Contractor must have procedures and policies in place as well as software, hardware, or other appliances in place which are used to protect unauthorized access to the network, servers, and data storage devices.

**4.4. Security of Sensitive Data – Security Policies** – The Contractor must have policies and procedures in place to protect sensitive information from access or misuse by unauthorized staff employed by the Contractor or from any third parties or contractors doing business with the Contractor.

**4.5. Security – Role-Based Security Access** – the System must provide for "role-based" security access. This security model grants pre-defined levels of access depending upon the role that the user has in the System. Examples of roles would be administrator, human resources staff member, DSCS staff member, applicant, etc. Based upon the pre-defined role, the user would be allowed/prevented from executing designated transactions or accessing certain data items. Role-based security must support the need to prohibit agency users from changing raw test scores or scoring formulas in the System. Only DSCS system administrators and other authorized

DSCS personnel will be allowed to alter a written test raw score or scoring formula in any way. Agency users without permission to alter written test scores still need to be able to process candidates through any written test evaluation hurdles.

#### **4.6. Security – User ID and Password Security**

**4.6.1. Applicant Security** - the System should provide for unique user-id's and strong password enforcement for the applicant level user of the System. The System should follow the State of Louisiana's Password Policy (Attachment VII) to the greatest extent possible. The System should allow the user to manage their passwords.

**4.6.2. Agency User Security** - the System should provide for unique user-id's and strong password enforcement for the agency level user of the System. The System should follow the State of Louisiana's Password Policy (Attachment VII) to the greatest extent possible. The System should allow the user to manage their passwords. After a reasonable number (3-5) of consecutive failed attempts at log in, the user-ID shall be marked inactive and require a reset before additional log in attempts are possible.

**4.7. Security – Notification of Data Compromise** – it will be the responsibility of the Contractor to notify DSCS of any accidental or malicious compromise of user data as soon as the compromise is discovered. The compromise should be outlined in writing to DSCS and include a description of the compromise and a remediation plan.

#### **5. User Data**

**5.1. Data Ownership** – all data, other than the base System software, is expressly and solely owned by the State of Louisiana, Department of State Civil Service. The Contractor must not use, sell, or otherwise distribute or share data from the System with any other parties. The Contractor must not use the data for any reason other than the operation of the System as configured for the DSCS.

**5.2. Data Retention** – all data, other than the base System software owned by the Contractor, will be subject to retention schedules as specified by the DSCS and records retention requirements as specified in the Louisiana Revised Statutes. In general, data will be required to be maintained for a minimum of three years unless otherwise communicated from DSCS to the Contractor.

#### **6. Data Backup and Restore**

**6.1. Data Backup – Frequency** - The System as configured for DSCS and all associated data must be backed up on at least a daily basis. The backup methodology should address full versus incremental backups, frequency of backup, data encryption employed, restore methodology, method to return data to DSCS, testing and verification of backup methodology, and other items related to data and System backup to satisfy DSCS.

**6.2. Data Backup – Offsite Backup** – The Contractor must store a duplicate set of critical user data and System configuration data in an offsite location. If offsite backup is at a third party facility, the Contractor must have in place the policies and procedures that

will be employed by the third party to secure data from both physical and network access and data recovery methodology.

**6.3. Data Backup – Verification of Successful Restore** – The Contractor must have a data and System restore methodology which has been tested and verified to successfully restore the System to full operational state with all System configuration and user data recovered and intact.

**7. Interfaces and Data Migration** - Contractor will be responsible for all costs and activities associated with data migration.

**7.1. Job Specifications** – The State of Louisiana has approximately 2,400 job specifications stored in a DB2 database. A sample of a job specification is attached (Attachment IV).

**7.2. Personnel Areas (state departments and agencies)** – The State of Louisiana has approximately 400 individual state agencies. These are currently stored in a DB2 database.

**7.3. Additional DB2 Database Files** – Pay plan data associated with the 2400 jobs mentioned in 4.7.1 include occupational groups, EEO codes, job codes, and pay grid information. This information is stored in additional DB2 database files. The System should also store a valid parish file of approximately 66 location codes.

**7.4. Test Scores** – It is the desire of the DSCS to have existing test scores (approximately 516,000 scores representing nearly 106,000 applicants) housed in the System.

## **C. Project Requirements**

**1. Project Management – DSCS** -- the DSCS will assign a project manager to manage the efforts of the DSCS assigned staff during all phases of the project. The DSCS will notify the Contractor in writing of any changes to the assignment of the DSCS Project Manager.

**2. Project Management – Proposer** – the Contractor will assign a project manager to plan and guide the overall implementation effort. DSCS will be notified in writing of any change in assignment of the Project Manager and will be informed of how the Contractor plans to handle any transition in project management as a result of the change.

**3. Project Plan** – The Contractor and the DSCS shall negotiate a final project implementation plan.

**4. Project Staff – DSCS** – the DSCS will assign appropriate Human Resources Consultant staff members to the project during implementation.

**5. Resources** – DSCS will make available office space for the Contractor during onsite visits to the DSCS. The office space will include a personal computer with internet access and a telephone.

6. **Change Management** – it will be the responsibility of the DSCS Project Manager to work with the Contractor’s Project Manager to manage. The functional requirement section of the Request for Proposals will be used as the guide for managing changes

**Attachment II: CERTIFICATION STATEMENT**

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

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

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

- A. E-mail Address: \_\_\_\_\_
- B. Facsimile Number with area code: \_\_\_\_\_ ( ) \_\_\_\_\_
- C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least one hundred twenty (120) days from the date of proposer's signature below or until an award is made.
5. Proposer understands that if selected as the successful proposer, he/she will have seven (7) calendar days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE of Proposer's Authorized Representative  
\_\_\_\_\_

\_\_\_\_\_  
DATE  
\_\_\_\_\_

## Attachment III: COST SHEETS

### Attachment III Cost Proposal

Vendor Name: \_\_\_\_\_

#### Attachment III, Section 1.0 Licensing Costs

- ✓ Include any third party software that would have to be licensed by DSCS to utilize the proposed System.

Description	Explanation/Inclusions	Total Cost
First Year Licensing Fees		
Second Year Licensing Fees		
Third Year Licensing Fees		
Fourth Year Licensing Fees		
Fifth Year Licensing Fees		
Third Party Software Licensing Fees		
<b>TOTAL COST</b>		<b>\$</b>

**Attachment III, Section 2.0  
Fixed Setup and Implementation Costs**

Deliverable	Explanation/Inclusions	Total Cost
Setup and Implementation		
System Testing		
Post Implementation Support		
Required Third Party Software Purchase		
Other		
<b>TOTAL COST</b>		<b>\$</b>



**Attachment III, Section 3.0  
System Integration and Data Migration**

Deliverable	Explanation/Inclusions	Total Cost
DB2 Data Migration		
Job Specification Upload		
Other		
<b>TOTAL COST</b>		<b>\$</b>

**Attachment III, Section 4.0  
Training Costs**

Type of Training	Describe Training Method	Basis of Cost (Check One)		Cost
		Per trainee	Per class	
Training for Implementation and Setup				
System Training for Current HR Personnel				
Instruction for Hiring Managers				
Instruction for Applicants				
Additional Optional Training				
Other				
<b>TOTAL COST</b>			<b>\$</b>	

**Attachment III, Section 5.0  
Annual Hosting, Maintenance and Support Costs**

Description	Details	Unit Cost	Total Cost
Annual Fees (not covered by licensing fees)			
Maintenance/Service Costs (upgrades, patches, etc.)			
Ongoing Technical Support			
Other			

**Attachment III, Section 6.0  
Additional Costs Estimate**

Description	Details	Unit Cost	Total Cost
Cost for additional users			
Rate for needed customizations			
Are there any charges associated with accommodating changes in data layouts or content associated with DB2 data migration? If so, identify what constitutes a "change" and describe the associated costs.			
Other			

**Attachment III, Section 7.0  
TOTAL COST SHEET**

Please provide the total cost and what is included for each category as follows:

Category	Description of What is Included	COST
Section 1.0 Licensing Costs		\$
Section 2.0 Fixed Setup and Implementation Costs		\$
Section 3.0 System Integration and Data Migration		\$
Section 4.0 Training Costs		\$
Section 5.0 Annual Hosting, Maintenance and Support Costs		\$
Section 6.0 Additional Costs		\$
<b>TOTAL</b>		<b>\$</b>

## **Attachment IV: SAMPLE JOB SPECIFICATION**

State of Louisiana  
Department of Civil Service

09/06/06  
170550

YOUTH CARE OFFICER 2

### **FUNCTION OF WORK:**

To provide and maintain custody of youth while under the supervision of the Office of Youth Development in a secure care facility through supervision, observation and monitoring of youth activities and enforcement of related custodial/direct care policies and procedures with emphasis on the safety of youth and the public or as a facility operations officer.

### **LEVEL OF WORK:**

Experienced.

### **SUPERVISION RECEIVED:**

General from youth care officer 3 or social service staff of a higher level.

### **SUPERVISION EXERCISED:**

Functional over Youth Care Officer 1.

### **LOCATION OF WORK:**

Department of Public Safety and Corrections, Office of Youth Development.

### **JOB DISTINCTIONS:**

Differs from Youth Care Officer 1 by increased responsibility for accomplishment of experienced custodial/direct care tasks or facility operations.

Differs from Youth Care Officer 3 and higher level social service staff by lack of leadworker responsibilities, and by handling special projects and serving as a mentor to lower level officers.

### **EXAMPLES OF WORK:**

EXAMPLES LISTED BELOW INCLUDE BRIEF SAMPLES OF COMMON DUTIES ASSOCIATED WITH THIS JOB TITLE. PLEASE NOTE THAT NOT ALL TASKS ARE INCLUDED.

#### **AS A CUSTODIAL /DIRECT CARE OFFICER:**

Provides for the safety of youth engaged in treatment activities.

Supervises youth assigned to a dormitory establishing counts and monitoring all activities.

Supervises youth and visitors in an authorized visiting area.

Writes reports as mandated by facility and departmental regulations and submits same to supervisors.

Assures that youth adhere to specified standards of conduct, assuring appropriate youth interactions and appropriately intervening as necessary. Documents incidents and immediately notify direct counselors of issues, concerns and activities.

Completes youth activity log.

Secures campus with routine bed checks, weather watch, making work orders when necessary and maintaining cleanliness.

Perform other duties as assigned, such as, but not limited to special assignments and during youth, staff or weather emergencies.

**AS A FACILITY OPERATIONS OFFICER:**

Serves as a control center officer by coordinating and monitoring youth movements, facility counts, emergency responses and all radio and telephone communications.

Serves as a front gate or perimeter officer inspecting vehicles and scrutinizing visitors entering and exiting the institution grounds.

Serves as a member of a chase team/emergency response team.

Serves as an external transport officer overseeing youth movement/transport to and from destinations inside and/or outside the facility grounds; observe behavior and social interaction of youth and intervene when conflicts occur and de-escalate.

Writes reports as mandated by facility and departmental regulations and submits same to supervisors.

Perform other duties as assigned, such as, but not limited to special assignments during youth, staff or weather emergencies.

**MINIMUM QUALIFICATIONS:**

One year of experience working with at-risk youth in structured programs or organized activities with responsibility in custodial/direct care tasks or facility operations.

**NECESSARY SPECIAL REQUIREMENTS:**

Must have attained twenty-first birthday at time of application.

An applicant who has been convicted of a misdemeanor crime of domestic violence or a felony, or who is under indictment on a felony charge will be disqualified until relief from the disabilities imposed by state and federal laws is granted.

Possession of a valid driver's license at time of appointment.

# **Attachment V: SAMPLE GENERIC CONTRACT**

## SAMPLE GENERIC CONTRACT

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

File No. \_\_\_\_\_  
(or solicitation #)

### **CONTRACT**

Be it known, that effective upon approval by the Director of State Purchasing, 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 contract under the following terms and conditions.

### **SCOPE OF SERVICE**

Contractor hereby agrees to furnish the following services:

*(If the Scope of Services is more lengthy than will fit here, it may be attached separately, referenced and incorporated herein.)*

### **CONTRACT MODIFICATIONS**

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

Changes to the contract include any change in a) compensation; b) beginning/ending date of the 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 the contract.

### **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.

### **HEADINGS**

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

### **PAYMENT TERMS**

The Contractor shall invoice the State Agency directly and payment shall be made by the State Agency directly to the Contractor in accordance with the payment terms agreed to in the Contract.

### **DELIVERABLES**



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

## **TAXES**

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes. Contractor's federal tax identification number is [TO BE COMPLETED]

## **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 the 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 (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 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 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.

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

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

## **OWNERSHIP**

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

## **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.

## **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.

## **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.

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

## **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 in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the 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.

## **INSURANCE**

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, *(in accordance with Attachment VIII of the RFP)*.

## **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.

## **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.

## **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.

## **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.

## **CODE OF ETHICS**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (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.

## **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 the contract, or is rightfully obtained from third parties.

## **CONTRACT CONTROVERSIES**

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

## **RIGHT TO AUDIT**

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

## **SECURITY**

Contractor's personnel will comply with all security regulations in effect at the State's premises, 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.

## **TERM OF CONTRACT**

This Contract is effective upon OSP approval and will end no later than *<length of term specified in the RFP>*, unless otherwise terminated in accordance with the Termination provision of this Agreement. The State has the option, upon acceptance by the Contractor, to extend for *<extension language as specified in the RFP>*.

## **COMMENCEMENT OF WORK**

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

## **FISCAL FUNDING**

The continuation of this 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.

## **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 Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor 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, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **GOVERNING LAW**

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

**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.

**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 \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_

STATE AGENCY SIGNATURE:

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

Phone No.: \_\_\_\_\_

Approved by:

\_\_\_\_\_  
Director of State Purchasing

Date: \_\_\_\_\_

## **Attachment VI: SERVICE LEVEL AGREEMENT**

### **Service Level Agreement**

1. The Online Application and Tracking System will be available 99.9% of the time, twenty-four hours a day, seven days per week. The Louisiana Department of State Civil Service (DSCS) should be notified in writing (email is acceptable) at least 48 hours in advance of any scheduled outages stating the reason for and anticipated duration of the outage. Any individual outage in excess of ten minutes or sum of outages exceeding thirty minutes per month will constitute a violation.
2. 99.9% of all user transactions will exhibit 5 – 7 seconds or less response time, defined as the interval from the time the user sends a transaction to the time a visual confirmation of transaction completion is received. Missing the metric for business transactions measured over any business week will constitute a violation.
3. Contractor will respond to service incidents that affect multiple users (typically more than 10) within thirty minutes, resolve the problem within four hours, and update status every hour. Missing any of these metrics on an incident will constitute a violation.
4. Contractor will respond to service incidents that affect individual users within thirty minutes, resolve the problem within four hours, and update status every hour. Missing any of these metrics on an incident will constitute a violation.
5. Contractor will respond to non-critical inquiries within thirty minutes, deliver an answer within one day, and update status two times during the work day. Missing any of these metrics on an incident will constitute a violation. A non-critical inquiry is defined as a request for information that has no impact on the service quality if not answered or acted upon promptly.
6. Contractor will respond to critical inquiries within thirty minutes, deliver an answer within timely manner, and update status two times during the work day. Missing any of these metrics on an incident will constitute a violation. A critical inquiry is defined as a request for information that has an impact on the service quality if not answered or acted upon promptly.
7. The internal processes are measured and reported by the contractor on a monthly basis. This service includes incident reporting.
8. Contractor shall establish a turnover plan and implement the complete turnover of this system in the event that another contractor is awarded a contract upon expiration of this contract. A 10% retainage of the total contract cost will be withheld until this turnover is accepted by Louisiana Department of State Civil Service.
9. All data contained within the application shall remain the property of the Louisiana Department of State Civil Service and shall not be used for any purpose beyond the scope of the application without the expressed written consent of the Louisiana Department of State Civil Service.

## Monthly Violations and Associated Penalties

Number of violations	Penalty
>1 <10	For every outage or violation, contractor will give one day of service credit.
10>	For every outage or violation, contractor will give one day of service credit and provide a corrective action plan.



## Attachment VII: PASSWORD PROTECTION POLICY

### Office of Information Technology Technical Standard / Procedure

IT STD 1-01  
9-Sep-09

#### Security: Authentication / Passwords

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##### **Description:**

Information is an asset that must be protected from unauthorized access, modification and destruction. The use of passwords is one method to provide protection by controlling access to information technology systems.

##### **Standard:**

- Agencies shall establish and implement criteria governing the following:
  - A reasonable number (3-5) of unsuccessful login attempts allowed prior to revocation of password.
  - Procedures for revoking and resetting passwords including a method to verify the identity of the person requesting the action.
  - Procedures for password length shall be established with particular attention paid to data classification and job function. The maximum validity period for passwords shall be:
    - 35 days with password length minimum of (8); or
    - 70 days with password length minimum of (10); or
    - 105 days with password length minimum of (12); or
    - 180 days with password length minimum of (15).
- NOTE: Specific exemptions **MAY** be granted for special purposes (e.g. enabling a stored procedure to run against a database)*
- Password re-use limitations.
  
- Use of passwords shall conform to the following requirements:
  - Passwords shall be kept confidential.
  - Categories of password complexity shall contain at least 3 of the 4 categories: English upper case characters (A-Z), English lower case characters (a-z), Base 10 digits (0-9), and non-alphanumeric characters (e.g., %, &, !).
  - Passwords shall not be kept on paper or stored in plain text format.
  - All passwords shall be changed whenever it is determined that a system's security may have been compromised.
  - The cycling or re-use of passwords shall be reasonably limited. Applicable devices and application systems shall maintain a password history file to prevent continual re-use of the same passwords or group of passwords for a valid user-ID (with 3 being the minimum number of previous passwords checked), where the capability exists.
  - Passwords must not be hard coded into software.
  - Passwords must not be stored in dial-up communications utilities or browsers.
  - Passwords must not be recorded in a system log unless the password is encrypted.
  - Passwords must not be stored in any file, program, command list, procedure, macro, script or function key where it is susceptible to disclosure or to automate the login process.
  - Temporary or "reset" passwords shall be changed upon first use.
  - After a reasonable number (3-5) of consecutive failed attempts at log in, the user-ID shall be marked inactive and require a reset before additional log in attempts are allowed.

- All default passwords must be deleted or changed immediately upon first use.
  - If not done at the time of creation, all passwords shall be checked periodically (annually or more often) via automated tools for weaknesses and to ensure that they conform to all proscribed rules for passwords, where such capability exists.
  - When changing a password, the user must provide the old password before a new password can be created, where such capability exists.
- Self-Service Password Reset – Whether developed in-house or purchased as a third-party option, tools that enable end-users to reset their passwords must conform to the following criteria:
    - Questions must be asked to confirm the identity of the person requesting a password reset. The questions used shall not be ones to which the answers would conflict with privacy legislation, policies or would be commonly known to another (e.g., mother’s maiden name is fairly trivial information for an attacker to determine). The user should be able to provide the questions and answers to be asked at the time the user-ID and password are initially created.
    - There shall be a reasonable number of times (3-5) a user can enter an incorrect answer.
    - The tool must provide for secure encrypted storage of the questions and answers.

**Transition:**

All newly deployed systems and applications must be compliant with this standard. Where possible existing systems and applications should be modified to become compliant with this standard. However, those systems requiring extensive modifications are exempt from this standard. Exemptions to this standard should be submitted in writing to the Chief Information Security Officer where the document will be kept on file.

**Procurement:**

Not applicable.

**Related Policies, Standards, Guidelines:**

- Intrusion detection software should be used where applicable to deter unauthorized attempts at guessing passwords.
- Authentication software should allow for the changing of a password by the user/customer at will and without outside help.
- Most systems will “reset” the number of consecutive failed attempts to zero after each successful entry or once per day (usually late at night). This “reset” should not be done for accounts for which the threshold has been exceeded. For example, if the threshold is set for 5-consecutive attempts, then accounts having reached this number and placed into a “locked” or “disabled” state should remain in this state and not be reset without manual intervention, whether done by an Administrator or through the Self-Service Password Reset.
- Passwords should be stored and transmitted as encrypted data.
- Wherever possible, self-help password resetting tools should be employed to reduce the support workload.

**Owner:**

OIT Security Office

**Effective Date:**

July 27, 2009

## **Attachment VIII: INSURANCE REQUIREMENTS FOR CONTRACTORS**

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

### **A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

### **B. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

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

### **C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### **D. OTHER INSURANCE PROVISIONS**

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

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

- a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

##### 3. All Coverages

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

#### **E. ACCEPTABILITY OF INSURERS**

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

#### **F. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received

and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.