

LOUISIANA



DEPARTMENT OF HEALTH

**STAFF AUGMENTATION FOR EMERGENCY OPERATIONAL SUPPORT
EMERGENCY MEDICAL SERVICES**

LOUISIANA DEPARTMENT OF HEALTH

RFP # 3000007452

Proposal Due Date/Time: April 13, 2017 - 4 P.M. CST

Release Date: March 10, 2017

TABLE OF CONTENTS

Section	Content	Page
	Glossary	
I	GENERAL INFORMATION	6
A	Background	6
B	Purpose of RFP	6
C	Goals and Objectives	6
D	Invitation to Propose	7
E	RFP Addenda	8
II	ADMINISTRATIVE INFORMATION	8
A	RFP Coordinator	8
B	Proposer Inquiries	8
C	Pre-Proposal Conference	9
D	Schedule of Events	9
III	SCOPE OF WORK	10
A	Project Overview	10
B	Deliverables	10
C	Liquidated Damages	25
D	Fraud and Abuse	26
E	Technical Requirements	26
F	Subcontracting	26
G	Compliance With Civil Rights Laws	27
H	Insurance Requirements	27
I	Resources Available to Contractor	29
J	Contract Monitor	29
K	Term of Contract	29
L	Payment Terms	29
M	Electronic Vendor Payment Solutions	30
IV	PROPOSALS	30
A	General Information	30
B	Contact After Solicitation Deadlines	30
C	Code of Ethics	30
D	Rejection and Cancellation	31
E	Contract Award and Execution	31
F	Assignments	32
G	Determination of Responsibility	32
H	Proposal and Contract Preparation Costs	32
I	Errors and Omissions	32
J	Ownership of Proposal	33
K	Procurement Library/Resources To Proposer	33
L	Proposal Submission	33
M	Proprietary and/or Confidential Information	34
N	Proposal Format	34
O	Requested Proposal Outline	34
P	Proposal Content	34
Q	Waiver of Administrative Informalities	40
R	Withdrawal of Proposal	40
V	EVALUATION AND SELECTION	40
A	Evaluation Criteria	40
B	On Site Presentation/Demonstration	41
C	Evaluation Team	41
D	Administrative and Mandatory Screening	41
E	Clarification of Proposals	42
F	Announcement of Award	42
G	Best and Final Offer (BAFO)	42
VI	SUCCESSFUL CONTRACTOR REQUIREMENTS	42
A	Confidentiality of Data	42
B	Taxes	43
C	Fund Use	43
VII	CONTRACTUAL INFORMATION	43
A	Contract	43
B	Mutual Obligations and Responsibilities	45
C	Retainage/Performance Bond/Letter of Credit	45

D	Indemnification and Limitation of Liability	46
E	Termination	47
F	Independent Assurances	48
	Attachments I. Veteran and Hudson Initiatives II. Certification Statement III. LDH Standard Contract Form (CF-1) IV. HIPAA Business Associate Addendum V. Cost Template VI. Electronic Vendor Payment Solution	

Glossary

Activation: The implementation of business continuity capabilities, procedures, activities, and plans in response to an emergency or disaster declaration; the execution of the response and/or recovery plan.

All Hazards: Encompasses disaster responses to all types of hazards that may affect an area.

Contractor: The successful proposer who is awarded a contract

EMS: Emergency Medical Services

EMS Tactical Operations Center (TOC): EMS TOC tactical command center for in- coming medical transportation resources.

EMS TOC Manager: EMS personnel in charge of the TOC

Bus Triage: Brief triage conducted to determine if evacuees traveling by bus from southeastern Louisiana are capable of further transport to northern Louisiana shelters.

Declared State of Emergency: A declaration by the Governor of Louisiana that an emergency situation exists and that activates certain emergency measures

Department or LDH: Louisiana Department of Health

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.

EMS DRC: Emergency Medical Services Designated Regional Coordinators (EMS DRC) are regional volunteers that support emergency medical activities for the EMS. They are familiar with health care facilities in the region, potential threats (i.e. flooding), alternate resources and emergency management processes and procedures. EMS DRCs coordinate the need and response for emergency medical transportation with the TOC.

ESF #8: Emergency Support Function – Public Health and Medical Services provides public health and sanitation, emergency medical and hospital services, crisis counseling and mental health services to disaster victims and workers, supplements and supports disrupted or overburdened local medical personnel and facilities and relieves personal suffering and trauma. In addition, ESF #8 provides coordination of the State’s Catastrophic Mass Fatality Plan which may be enacted during a state declaration.

H- Hour: The specific time an event or incident is to begin. With respect to hurricanes the time at which tropical storm force winds hit the coast of Louisiana. H-0 is set by GOHSEP.

HSEEP – Homeland Security Exercise and Evaluation Program

Incident Command Team (ICT): Team structured to facilitate incident command

Medical Institutional Evacuation Plan (MIEP): MIEP is the back-up plan for medical facility's failed evacuation plan and may include but is not limited to hospitals and nursing homes.

Must: Denotes a mandatory requirement

Original: Denotes must be signed in ink

Proposer: An Individual or organization submitting a proposal in response to an RFP

Redacted Proposal: The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.

Resources: Items from other sources which include but are not limited to personnel, ambulances, para-transit vehicles/equipment, and any other items or equipment temporarily made available to the State during a declared emergency.

Shall: Denotes a mandatory requirement

Should, May, Can: Denote a preference, but not a mandatory requirement

Southeastern Contraflow: Reversal of highway traffic lanes which are normally configured for travel in one direction to facilitate evacuation such as during an evacuation out of the New Orleans Metropolitan area

State: The State of Louisiana

State Health Officer: The State Health Officer is appointed by the Secretary of the Louisiana Department of Health in accordance with Title 40 of the Louisiana Revised Statutes. The current State Health Officer is Dr. Jimmy Guidry. As used in this RFP, State Health Officer means the State Health Officer or his/her designee.

Will: Denotes a mandatory requirement

I. GENERAL INFORMATION

A. Background

1. The mission of the Louisiana Department of Health (LDH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Louisiana Department of Health is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services of others, and the utilization of available resources in the most effective manner.
2. LDH is comprised of Medical Vendor Administration (Medicaid), Office for Citizens with Developmental Disabilities, Office of Behavioral Health, Office of Aging and Adult Services, and the Office of Public Health. Under the general supervision of the Secretary, these principal offices perform the primary functions and duties assigned to LDH.
3. LDH, in addition to encompassing the program offices, has an administrative office known as the Office of the Secretary, a financial office known as the Office of Management and Finance, and various bureaus and boards. The Office of the Secretary is responsible for establishing policy and administering operations, programs, and affairs.
4. Within LDH, the Emergency Medical Services (EMS) plays a vital role in the State of Louisiana's preparation for and response to disasters. During a declared emergency, LDH is the lead state agency for Emergency Support Function #8 (ESF #8).

B. Purpose

1. The purpose of this RFP is to solicit proposals from qualified proposers that will provide readiness and response for emergency support staff augmentation to LDH during a declared state of emergency. The successful proposer(s) will support the EMS in the provision of the following five deliverables:
 - i. EMS Tactical Operations Center
 - ii. Processing Sites
 - iii. EMS DRC Field Support
 - iv. Bus Triage Site
 - v. Paramedic Resource Pool

C. Goals and Objectives

During a declared emergency, LDH is the lead state agency for Emergency Support Function #8 (ESF #8). During a declared emergency ESF #8 is responsible for the management and coordination of specialized transportation, such as ground and air ambulances, used to move patients to and from a variety of locations. LDH is responsible for coordinating State assets and other resources to be provided under this contract award.

http://gohsep.la.gov/Portals/0/2014_State_EOP_Final_Copy_Updated_1272015.pdf

Prior to, during or after any declared emergency, such as a major hurricane strike, ESF #8 may be responsible for the coordination of medical emergency transportation assets/resources to fulfill the following requests:

- a. Local EMS/911 support
- b. Hospital and nursing home evacuations
- c. Home health and homebound evacuations
- d. EMS support at Critical Transportation Needs Shelters and Medical Special Needs Shelters
- e. Special population evacuations (neonates, pediatric ICU patients, etc.)
- f. Search and Rescue support
- g. Support to all other ESFs

Depending upon the size and timing of a disaster event, LDH may not have sufficient staff to operate. The purpose of this contract will be to partner with a contractor who through readiness efforts will be able to provide staff augmentation for necessary tasks to enable LDH to operate timely and efficiently.

D. Invitation to Propose

LDH is inviting qualified proposers to submit proposals for services to provide staff augmentation services in accordance with the specifications and conditions set forth herein.

This proposal will be awarded as an "All or None" award to one contractor for all deliverables.

It is the goal of LDH to streamline processes in coordinating support of deliverables for the EMS Tactical Operations Center (TOC), Processing Site, EMS DRC Field Support, Bus Triage and Paramedics Resource Pool. There is a savings to LDH to partner with one centralized command control point for all deliverables by minimizing readiness costs.

It is key to have one contractor on the same page as LDH and responsible to stand ready to respond seamlessly in the event of a disaster. Centralizing this management expedites coordination of statewide resources required during emergency events. This will eliminate duplication of processes and minimize communication efforts to streamline activation and management of resources.

To be considered for award, a Proposer must be free of any actual or perceived conflict of interest that would create an appearance of impropriety or would interfere with the performance of its duties and obligations under this Contract, any other contract with LDH, or any applicable LDH written policies. A conflict of interest shall include, but is not limited to, the Proposer acting as a provider of ambulance services to LDH directly through a

contract with LDH. Any Proposer that is found to have a conflict of interest will have the proposal rejected and will not be considered for award.

Contingency contracts are necessary to assist LDH to effectively respond to declared emergencies and serve the needs of Louisiana citizens. The contract awarded as a result of this RFP will be in effect on a contingency basis and the response phase shall only be activated at the direction of the State Health Officer/designee during a declared emergency.

E. RFP Addenda

In the event it becomes necessary to revise any portion of the RFP for any reason, the Department shall post addenda, supplements, and/or amendments to all potential proposers known to have received the RFP. Additionally, all such supplements shall be posted at the following web address:

<http://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

May also be posted at:

<http://new.LDH.louisiana.gov/index.cfm/newsroom/category/47>

It is the responsibility of the proposer to check the DOA website for addenda to the RFP, if any.

II. ADMINISTRATIVE INFORMATION

A. RFP Coordinator

1. Requests for copies of the RFP and written questions or inquiries must be directed to the RFP coordinator listed below:

Bonnie Kemp

Louisiana Department of Health

Office of the Secretary – Emergency Preparedness

628 N 4th Street, 8th Floor

Baton Rouge, LA 70802

Email: Bonnie.Kemp2@la.gov

Fax: (225) 342-5568

2. All communications relating to this RFP must be directed to the LDH RFP Coordinator person named above. All communications between Proposers and other LDH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.
3. This RFP is available in pdf at the following web links:
<http://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

B. Proposer Inquiries

1. LDH will consider written inquiries regarding the requirements of the RFP or Scope of Services to be provided before the date specified in the Schedule of Events. To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via email address by the date specified in the Schedule of Events. Any and all questions directed to the RFP coordinator will be deemed to require an official response and a copy of all questions and answers will be posted by the date specified in the Schedule of Events to the following web link:
<http://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>
 May also be posted at:
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>
2. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarification from the RFP Coordinator shall be considered binding.

C. Pre-Proposal Conference

Not required for this RFP

D. Schedule of Events

LDH reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

Schedule of Events	
Public Notice of RFP	March 10, 2017
Deadline for Receipt of Written Questions	March 22, 2017 2 p.m. CST
Response to Written Questions	March 28, 2017
Deadline for Receipt of Written Proposals	April 13, 2017 4 p.m. CST
Contract Award Announced	May 15, 2017 or date of award.
Contract Begins	July 1, 2017

III. SCOPE OF WORK

A. Project Overview

1. This contract will be implemented in two (2) phases – Readiness and Response.
2. Readiness Phase - upon award of the contract, the contractor will perform readiness Deliverables in support of LDH readiness and also prepare for integration if activated. LDH desires to partner with a contractor who will provide subject matter expertise to plan and prepare for activation of response staff augmentation in support of operations. Readiness tasks are identified in Deliverables listed below.
3. Response Phase - “staff augmentation” will be provided by the contractor as identified in the Deliverable’s below. Upon written activation of the State Health Officer/designee one or more of the Deliverables may be activated to assist LDH commensurate with the scope and scale of the event.
4. On a contingency contract basis, the Contractor will provide the support and staff augmentation to LDH utilizing the incident management team concept during a declared State of Emergency and upon activation by the State Health Officer/designee. Upon written notification, the Contractor will assist LDH and provide staffing and operational support for one (1) or more of the five (5) deliverables at designated areas throughout the state at the direction of LDH.
 - EMS Tactical Operations Center (TOC)
 - Processing Site
 - EMS Designated Regional Coordinator Field Support
 - Bus Triage Site
 - Paramedic Resource Pool

B. Deliverables - General Requirements

1. Readiness Phase:
 - a. Upon award of the contract contractor will provide staff, both on and off site, to coordinate with LDH’s Executive Director of Emergency Preparedness and/or designee. Contract will provide plans of how the contractor will perform continuous services to provide subject matter expertise for ESF #8 disaster plans and support the core functions. Contractor must also provide the tasks for Readiness as identified in each Deliverable below.
 - b. Contractor shall conduct or participate in an HSEEP compliant on-site EMS TOC drill annually during each year of the contract term and submit an After Action Report.
 - c. Contractor shall participate in drills/meetings that are deemed necessary by LDH.

- d. Contractor shall provide annual training for identified response staff covering LDH plans and vendor roles to carry out response deliverables.
- e. Contractor shall annually provide LDH with a response staff roster, verification of credentials and training report for all Deliverables.

2. Response Phase:

- a) Contract will activate upon written notification from the State Health Officer/designee.
- b) Once activated, Contractor will remain in an active status until officially notified by the State Health Officer/designee via written communication.
- c) During the unfolding of a disaster event, LDH will provide notice of anticipated logistics and timelines to the contractor. Details may include which deliverables may be activated, the number of personnel to deploy and the activation date. The contractor must be at the designated site location(s) within six (6) hours of the activation date.
- d) Contract functions are up to 24 hours a day, 7 days a week (24/7) and operational shifts are generally two 12 hour shifts unless specified different by the State Health Officer/designee. Contractor must provide staff to maintain all shift schedules as requested. For each deliverable, LDH has identified up to a maximum number of personnel required per operational shift. LDH reserves the right to determine the initial number of personnel required to activate and to scale up or down the number of personnel required during an event pursuant to the scope and scale of that event.
- e) LDH reserves the right to negotiate staff above the identified numbers, subject to contractor's resource availability, at the same rates identified in the contract.
- f) Contractor(s) shall not utilize any dedicated emergency response staff from a parish where an emergency has been declared or is under the threat of an evacuation that would negatively affect the local response.
- g) Contractors' key personnel assigned to this contract may not be replaced without the written consent of the State Health Officer/designee provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.
- h) All operational data collected, processed, and reported by the contractor becomes the property of the State of Louisiana LDH, within thirty days of the conclusion of the event. The Contractor will share, without hesitation, any and all data with designated ESF #8 representatives during the event.

- i) Contract personnel are to be proficient in Excel in order to utilize the EMS TOC management system to track activities, assets, and resources during activation. Summary reports for assets/resource utilization and mission assignments will follow a generic situation report and forms are to be submitted timely as required in the deliverables.
- j) All reporting requirements as identified in the Deliverables must be complete before the end of incident period.
- k) For all contract personnel, relevant and current certifications must be submitted by the contractor to the State Health Officer/designee.
- l) All logs and reports are subject to the review of the State Health Officer/designee for purposes of reimbursement and accountability.
- m) Forms will be available electronically upon activation.
- n) All contract personnel must complete and sign the operational personnel roster for each operational shift worked.

C. Deliverables - Specific Requirements

1. Deliverable 1: EMS Tactical Operations Center (EMS TOC)

a. Background and Introduction to the EMS TOC

- 1. During a declared state of emergency, Louisiana anticipates the utilization of 100 and up to 600 ground ambulances, up to 3500 seats for para-transit vehicles, and up to 25 air ambulances to assist in:
- 2. Hospital evacuations including the Medical Institutional Evacuation Plan,
- 3. Nursing home evacuations,
- 4. Augmentation of 9-1-1 services in evacuating regions, and
- 5. Evacuation of home bound residents.

b. The EMS TOC Functions are:

- 1. Maximize efficiency of available assets by monitoring units (on assignment, available for use, or out of service) and provide assistance as needed.
- 2. Monitor mission requests and align needed resources to support on-going planning needs.

3. Work with other emergency services contractors to assure maximum availability of contracted ambulances.
4. The EMS TOC Manager has operational responsibility for the EMS TOC.

c. **Readiness Phase for EMS TOC:**

Contractor will develop, maintain, review and integrate EMS surge plans and training venues so as to maximize effective surge operations. Contractor will utilize LDH's EMS TOC management system to track activities, assets, and resources during activation. Contractor personnel will participate/conduct EMS TOC planning meetings/training with LDH staff as required.

d. **Response Phase for EMS TOC:**

EMS TOC Staffing and Resources

1. The contractor will provide up to 10 support personnel per operational shift to support the active monitoring, coordination, and deployment of state-controlled field assets and/or resources, which may include but are not limited to:
 - Ground/Air Resources:
 - Ambulances (100 to 600 ground units)
 - Para-transit vehicles (3,500 para-transit seats)
 - Fixed and rotary wing aircraft (25 air assets)
 - Responding Support Personnel (400+; All units will be staffed to operate 24/7)
2. The number of support personnel to assist in EMS TOC operations will be commensurate with the scope and scale of the event as requested by LDH.
3. Qualifications of the Support Personnel:
 - Familiar with Emergency Operations Center Operations
 - NIMS Training ICS 100,200,700, and 800;
 - Operational Proficiency in ICS/NIMS
 - Certified Emergency Medical Technician
 - Working knowledge of Emergency Medical Services operations for Deploying EMS units

It is also preferred that staff possess:
FEMA NIMS Training 300 and 400

4. Communication Equipment – contractor to provide all deployed personnel with a personal cell phone and laptop. Any specialized equipment such as radios will be provided by the State.

TOC Data Collection

- The contractor will assist in the timely collection of data and reporting.
- Any reports/forms to be required by the EMS TOC should be completed and available at the end of each operational shift and in response to requests from LDH throughout the period of the contract.

EMS TOC Communications

- The contractor will assure that all formal communications received at the TOC are logged as required by EMS TOC.

Relocation Capabilities

- The operations of the TOC must be able to be relocated to back-up sites as designated by the State Health Officer/designee within the State of Louisiana.
- The contractor must maintain existing communication during the relocation process.

Logistics

- Meals will be provided by State to Contractor staff assigned to the EMS TOC during active operational shifts.
- The Contractor will be responsible for costs and provisions of lodging and meals when staff is not on active duty at the EMS TOC.

e. **Performance Measures**

- Contractor will meet with EMS TOC Manager, when requested, to provide updates via situational reports.
- Minimum frequency of at least once per operational shift
- For each operational shift the contractor will submit:
 - Summary reports for assets/resource utilization and mission assignment.
 - Copies of the communication log for the operation.
 - The operational personnel roster for all contract personnel.
 - All of the forms mentioned above.

f. Monitoring Plan

- The EMS TOC Manager will hold at least one status meeting each operational shift.
- The EMSTOC Manager will review and monitor the Operational Personnel Roster, including hours worked and services provided for payment purposes.
- The EMS TOC Manager will review and maintain a copy of all logs and reports and distribute them as directed.

2. Deliverable 2: Process Site

a. Background and Introduction to Processing Sites

1. During a declared state of emergency, Louisiana anticipates the receipt of 100 and up to 600 ambulances.
2. Licenses and equipment for incoming vehicles and personnel must be inspected to verify that contract requirements are fulfilled. It is critical that units and personnel are processed quickly to initiate response.
3. Depending on storm conditions, processing sites may be located in southeastern, central, and/or southwestern Louisiana.
4. The EMS Processing Site Manager has operational responsibility for the Processing Site(s).

b. Processing Site Functions

The contractor will support LDH in fulfilling the following Processing Site Tasks. The contractor's duties will be to augment LDH staff to best fulfill these tasks:

- To confirm that incoming vehicles and personnel are currently licensed and equipped to fulfill contract requirements.
- To provide orientation and equipment to incoming crews regarding protocols, processes, and regional mission assignments.

c. Readiness Phase for Processing Site:

- Contractor shall review and update Ambulance Processing Site related plans. Contractor will utilize LDH's EMS TOC management system to track activities, assets, and resources during activation. Contractor will develop just-in-time training

for processors. Contractor personnel will participate/conduct Processing Site planning meetings/training with LDH staff as required.

d. Response Phase for Processing Site:

Processing Site Staffing and Resources

1. Contractor will provide up to 15 support personnel per operational shift to assist the Processing Site. LDH may activate up to 2 sites concurrently.
2. The number of support personnel to assist the Processing Site operations will be commensurate with the scope and scale of the event as requested by LDH.
3. Qualifications of the Processing Site Support Personnel:
 - Familiar with Emergency Operations Center Operations
 - NIMS Training ICS 100,200,700 and 800
 - Operational Proficiency in ICS/NIMS
 - Certified Emergency Medical Technician
4. Communication Equipment – contractor to provide all deployed personnel with a personal cell phone.

Processing Site Data Collection

1. The contractor will assist in the timely collection of data and reporting.
2. Any reports/forms to be required by the EMS TOC should be completed and available at the end of each operational shift and in response to requests from LDH throughout the period of the contract.

Communications

The contractor will assure that all formal communications received at the Processing Site are logged as per Processing Site requirements.

Relocation Capabilities

- The contractor shall be capable of relocating the operations of the Processing Site to back-up sites designated by the State Health Officer/designee within the State of Louisiana.

- The contractor must be capable of relocating its staff and equipment with minimum impact to operations to a location identified by the Processing Site Manager. The contractor will provide operational support as needed during the relocation process.

Logistics

- Contractor personnel assigned to the Processing Site may be provided meals during active operational shifts if resources are available/accessible from local base camps. However, if meals are not provided to active duty personnel by the State, the contractor will be responsible for the cost and provisions of these meals for contractor's personnel.
- The Contractor will be responsible for costs and provisions of all lodging and meals for Processing Site personnel while not on active duty.

e. Performance Measures

- Contractor will meet with EMS Processing Site Manager, as requested, to provide updates via situational reports.
- Minimum frequency of at least once per operational shift
- For each operational shift the contractor will submit:
 - Summary reports for assets/resource readiness and mission deployment;
 - Copies of the registration log for the operation;
 - The operational personnel roster for all contract personnel;
 - Copies of the communication log for the operation.

f. Monitoring Plan

- The EMS Processing Site Manager will hold at least one status meeting each operational shift.
- The EMS Processing Site Manager will review and monitor the operational personnel roster, including hours worked and services provided for payment purposes.
- The EMS Processing Manager will review and maintain a copy of all logs and reports and distribute them as directed.

Deliverable 3: EMS Designated Regional Coordinator Field Support

a. Introduction and Background to EMS Designated Regional Coordinators Field Support

1. During a declared state of emergency, Louisiana anticipates the utilization of 100 and up to 600 ambulances and para-transit vehicles to assist in:
 - Hospital evacuations including the Medical Institutional Evacuation Plan,
 - Nursing home evacuations,
 - Augmentation of 9-1-1 services in evacuating regions, and
 - Evacuation of home bound residents.
2. EMS Designated Regional Coordinators (EMS DRC) are regional volunteers that support emergency medical activities for LDH – ESF #8. They are familiar with health care facilities in the region, potential threats (i.e. flooding), alternate resources and emergency management processes and procedures.
 - i. The contractor will provide staff to assist the EMS DRC on a region by region basis.
 - ii. The EMS DRC has operational responsibility for field support.

b. EMS DRC Field Support Functions

- i. EMS DRCs in effected and/or evacuating regions:
 - Coordinate need for emergency medical transportation with the EMS TOC.
 - Have direct responsibility for assigning and tracking emergency medical transportation assets.
 - Work closely with local officials, hospitals, and nursing homes to identify needed evacuations.
 - Oversight of regional data collections activities.
- ii. EMS DRCs in regions that operate shelters:
 - Coordinate need for resources with the TOC.
 - Have direct responsibility for monitoring and tracking emergency medical transportation assets to support shelter transports. (Shelter command staff is responsible for assigning missions at shelters.)
 - Work closely with shelter officials to maintain adequate emergency medical transportation assets for shelter operations.
 - Oversight of regional data collection activities.

c. Readiness Phase for EMS DRC Field Support:

Contractor shall conduct at least one site visit annually with EMS Designated Regional Coordinators (DRC's) in each region to review forms, process and integrate plans. Integrate plans are to include how and when notifications are delivered. Contractor should provide training to standardize procedures across the regions.

d. Response Phase for EMS DRC Field Support:

Staffing and Resources

1. The contractor will be able to staff up to nine support teams per operational shift based upon the scope and site(s) of the emergency.
2. Each team may consist of up to three personnel based on the incident and the effected and/or impacted region(s).
3. Team members will need a range of skills to perform functions as in data entry, making copies of all operational documents, and other duties. Also at the direction and discretion of the EMS DRC, the Operations Support may:
 - Serve as an information liaison
 - Meet with the EMS DRC at regular intervals
 - Coordinate missions with governmental contract managers
 - Ensure regular report updates
 - Coordinate with EMS TOC
 - Maintain information and generate regular reports on asset/resource utilization for planning purposes.
4. Qualifications of the Operations Support Staff:
 - Familiar with Emergency Operations Center Operations
 - NIMS Training: ICS 100, 200, 700 and 800;
 - Operational Proficiency in ICS/NIMS
 - Certified Emergency Medical Technician
 - Working knowledge of Emergency Medical Services Dispatching Operations

It is also preferred that staff possess:
FEMA NIMS Training 300 and 400

5. Communication Equipment – Contractor to provide all deployed personnel with a personal cell phone and a laptop.
6. The EMS DRC may choose to delegate the assignment and/or tracking of the following items to contract personnel:
 - Assets/resources assigned to the EMS DRC

- Mission requests

Data Collection

- a. The contractor will assist in the timely collection of data and reporting.
- b. Any reports/forms to be required by the EMS TOC should be completed and available at the end of each operational shift and in response to requests from LDH throughout the period of the contract.

Communications

The contractor will assure that all formal communications received at field operations at each site are logged as per the DRC's requirements.

Logistics

- Contractor personnel assigned to the Processing Site may be provided meals during active operational shifts if resources are available/accessible from local base camps. However, if meals are not provided to active duty personnel by the State, the contractor will be responsible for the cost and provisions of these meals for contractor's personnel.
- The Contractor will be responsible for costs and provisions of lodging and meals when staff is not on active duty at the EMS DRC's.

e. Performance Measures

- Contractor will meet with EMS DRC, as requested, to provide updates via situational reports.
- Minimum frequency of at least once per operational shift
- For each operational shift, the contractor will submit:
 - Summary reports for assets/resource utilization and mission deployment.
 - Copies of the mission request log for the operation.
 - Operational personnel roster for all contract personnel.
 - Copies of the communication log for the operation.

f. Monitoring Plan

- The EMS DRC will hold at least one status meeting each operational shift.
- The EMS DRC will receive, review, and monitor the operational personnel roster, including hours worked and services provided for payment purposes.
- The EMS DRC will review and maintain a copy of all logs and reports and distribute them as directed.

Deliverable 4: Bus Triage Site

a. Introduction to Bus Triage Site

1. Thousands of residents from southeastern Louisiana do not have personal transportation to use for an evacuation. The State of Louisiana has arranged bus transportation for these residents. Several hundred buses will be utilized to support this evacuation.
2. All buses evacuating Louisiana residents stop in Baton Rouge to allow for a brief secondary triage/evaluation to determine if the evacuee is capable of further transport to northern Louisiana shelters.
3. Evacuees who cannot continue on the trip will be removed from the buses and assessed by medical support at the Bus Triage Site and directed to needed care.
4. It is anticipated that the bus triage site will operate for 24 to 36 hours prior to the activation of southeastern Contra-flow.
5. LDH has been charged with the responsibility of retaining Emergency Medical Technicians (EMTs) and nurses to serve as triage team members to support bus evacuation.

b. Bus Triage Site

1. When activated, the contractor will report to the bus triage site, currently located at:

LSU Agricultural Center
Parking Lot located on East Parker Drive
101 Efferson Hall,
Baton Rouge, LA 70806.

2. The location of the Bus Triage Site may be changed by the State Health Officer/designee.

c. Readiness Phase for Bus Triage:

Contractor shall attend one meeting regarding Bus Triage annually for each year of the contract term. Contractor shall review and update the current Bus Triage related plans. Contractor personnel will participate/conduct Bus Triage planning meetings/training with LDH staff as required.

d. Response Phase for Bus Triage:

Bus Triage Staffing and Resources

1. The contractor will provide up to five (5) teams per operational shift. Each team will be composed of 3 personnel which will be 1 Triage Team Leader (EMT – Paramedic) and 2 EMT – Basics.
2. The teams will triage evacuees and evaluate their ability to continue traveling aboard transportation assets. The Triage Team Leader will report to the LDH Medical Commander.
3. All triage team’s members must complete and sign the operational personnel roster for each operational shift worked.
4. Qualifications for team members
 - Hold current EMS Certification of at least EMT level in good standing
 - FEMA NIMS Training 100, 100.Hcb, 200, 200.HCa, 700 and 800
 - FEMA IS Courses: IS808-ESF #8 Public Health & Medical Services
 - Emergency Operations Center / field triage experience
 - Be able to work in high stress/fast paced environments with potential field work including variable work conditions

It is also preferred that staff possess:

- FEMA NIMS Training 300 and 400

5. Communication Equipment – Contractor to provide all deployed personnel with a personal cell phone.

6. Each EMT/Paramedic deployed shall be equipped with but not limited to the following:

- Contractor uniformed issued identification
- Basic diagnostic equipment such as stethoscope
- Medical supplies such as bandage scissors/shears
- All other supplies while deployed will be provided by LDH as determined to be necessary.

Logistical Support

- Contractor personnel assigned to the Processing Site may be provided meals during active operational shifts if resources are available/accessible from local base camps. However, if meals are not provided to active duty personnel by the State, the contractor will be responsible for the cost and provisions of these meals for contractor’s personnel.
- The Contractor will be responsible for costs and provisions of lodging and meals when staff is not on active duty at the Bus Triage.

e. Performance Measures

- a. The Triage Team Leader will submit the operational personnel roster for all contract personnel to designated LDH personnel.
- b. The Triage Team Leader shall also provide to designated LDH personnel a copy of all operational personnel rosters at the end of the operational shift.

f. Monitoring Plan

- a. The designated LDH leader will review and maintain a copy of all logs and reports provided by the contractor and distribute them as directed.

Deliverable 5: Paramedic Resource Pool

a. Introduction to Paramedic Resource Pool

There may be times that EMS personnel are needed to assist the State Health Officer temporarily to prepare for or to assist with triage or surge in pre-hospital response activities. The intent of this resource pool is to have available EMS personnel that can respond quickly in team(s) formation yet have the flexibility to work independently at the response site under the State Health Officer/designee.

The specific mission will vary based on the situation.

b. Functions shall include, but not be limited to:

- Support local EMS resources with EMT/paramedic personnel for special declared event coverage. Example: Paramedics placed in groups of 2 to walk the Superdome for Super bowl event to assist with triage and treatment (2002 activity).
- Provide medical and health support in various settings including but not limited to: first aid stations, shelters, command posts, medical countermeasures, ports, ships.
- In the event of a Public Health Emergency, work in support of public health which may include dispensing medical counter measures such as vaccines and medications.

c. Readiness Phase for Paramedic Resource Pool:

Contractor shall assist with development of a Paramedic Surge Team Concept of Operations for all hazard response. Contractor shall attend meetings regarding ESF #8 response plans and integrating Paramedic Staffing Support. Contractor shall develop a plan to provide one point of contact to initiate the activation of a resource pool, should one be activated.

d. Response Phase for Paramedic Resource Pool:

Staffing and Resources

1. In the event of a declared emergency, and upon request of the State Health Officer/designee, the Contractor shall provide up to 20 Louisiana Licensed EMTs and/or Paramedics per operational shift to perform treatment and triage, within their respective scopes of practices, at sites to be determined by LDH. For each event, the State Health Officer/designee will determine the actual number of personnel to be deployed for that event.
2. Organizational and logistical details would be developed with the contractor pursuant to the unfolding event and mission task. Once activated, personnel in the resource pool shall be deployed within 6 hours. The contract shall identify a primary Point of Contact for the organizational, logistical, and deployment of the resource pool.
3. Qualifications: All staff provided by contractor shall possess the following minimum qualifications:
 - Louisiana Licensed EMT or paramedic in good standing
 - FEMA NIMS Training: 100, 100.HCb, 200, 200.HCa, 700 and 800
 - FEMA IS Courses: IS808-ESF #8 Public Health & Medical Services
 - Operations experience in ICS environments
 - Be computer literate with Microsoft Office programs proficiently
 - Be able to work in high stress/fast paced environments with potential field work including variable work conditions.

It is also preferred that staff possess:

- FEMA NIMS Training 300 and 400

4. Communication Equipment – Contractor to provide all deployed personnel with a personal cell phone. Special use electronics would be provided by LDH/State.
5. Each EMT/Paramedic deployed shall be equipped with but not limited to the following:
 - Contractor uniformed issued identification
 - Basic diagnostic equipment such as stethoscope
 - Medical supplies such as bandage scissors/shears
 - All other supplies while deployed will be provided by LDH as determined to be necessary.

Logistical Support

- Contractor personnel assigned to the Processing Site may be provided meals during active operational shifts if resources are available/accessible from local base camps. However, if meals are not provided to active duty personnel by the State, the contractor will be responsible for the cost and provisions of these meals for contractor's personnel.

- The Contractor will be responsible for costs and provisions of lodging and meals when staff is not on active duty.

e. Performance Measures

- Contractor's designee will meet with State Health Director's designee when requested to provide updates via situational reports at least once per 24-hour operational shift.
- For each operational shift the contractor will submit:
 - Summary reports for assets/resource utilization and mission assignment
 - Copies of the communication log for the operation
 - The operational personnel roster for all contract personnel.

f. Monitoring Plan

- The State Health Officer/designee and /or Medical Command Staff will hold at least one status meeting each operational shift with the contracted leadership staff.
- The State Health Officer/designee will review and monitor the Operational Personnel Roster, including hours worked and services provided for payment process.
- The State Health Officer/designee will review and maintain a copy of all logs and reports provided by the contracted leadership staff and distribute them as directed.

D. Liquidated Damages

1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. The Department may also delay the assessment of liquidated damages if it is in the best interest of the Department to do so. The Department may give notice to the Contractor of a failure to meet performance standards but delay the assessment of liquidated damages in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, LDH may reassert the assessment of liquidated damages, even following contract termination.
 - a. Late submission of any required report - \$50 per working day, per report.
 - b. Failure to provide 100% of the required personnel per day (or any portion thereof greater than or equal to 2 hours), the Department's pay obligation may be reduced by the pro rata amount of the daily rate per vacant position.
 - c. Failure to provide a particular position for any continuous 24-hour period, the Department will be entitled to liquidated damages in the amount of 50% of the daily

rate per said vacant position as shown on the cost template attached hereto. The Department may deduct such amounts from invoices submitted for payment.

- d. Late submission of invoices beginning 10 business days after the stated due date - \$50 per working day per invoice.
- 2. The decision to impose liquidated damages shall be made by the State Health Officer's recommendations and may include consideration of some or all of the following factors:
 - a. The duration of the violation;
 - b. Whether the violation (or one that is substantially similar) has previously occurred;
 - c. The Contractor's history of compliance;
 - d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers;
 - e. The "good faith" exercised by the Contractor in attempting to stay in compliance.
 - f. Travel restrictions or limitations that may exist because of a natural disaster.

E. Fraud and Abuse

- 1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
- 2. Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

F. Technical Requirements

NOT APPLICABLE TO THIS SOLICITATION

G. Subcontracting

- 1. The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.
- 2. Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the Department.
- 3. For subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms of commitment which demonstrate that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:

- a. The subcontractor(s) will provide a written commitment to accept all contract provisions.
- b. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

H. Compliance with Civil Rights Laws

1. 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.
2. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment.. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

I. Insurance Requirements

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

1. Contractor's Insurance

The Contractor shall not commence work under this contract until it has obtained all insurance required herein, including but not limited to Automobile Liability Insurance, Workers' Compensation Insurance and General Liability Insurance. Certificates of Insurance, fully executed by officers of the Insurance Company shall be filed with the Department for approval. The Contractor shall not allow any subcontractor to commence work on subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the Department before work is commenced. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days' written notice in advance to the Department and consented to by the Department in writing and the policies shall so provide.

2. Workers' Compensation Insurance

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

3. Commercial General Liability Insurance

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

4. Insurance Covering Special Hazards

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

5. Licensed and Non-Licensed Motor Vehicles

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

6. Subcontractor's Insurance

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

J. Resources Available to Contractor

LDH will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified.

K. Contract Monitor

All work performed by the contract will be monitored by the contract monitor –Executive Director of Emergency Preparedness or designee:

Rosanne Prats
Louisiana Department of Health
Office of the Secretary
Emergency Preparedness
628 N 4th Street, 9th Floor
Baton Rouge, LA 70802
Email: Rosanne.Prats@la.gov

L. Term of Contract

1. The contract shall commence on or near the date approximated in the Schedule of Events. The initial term of this contract shall be three (3) years. With all proper approvals and concurrence with the successful contractor, LDH may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial 36-month term, approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of Contractual Review (OCR) to extend contract terms beyond the initial 3-year term.
2. No contract/amendment shall be valid, nor shall the state be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his designee, the contractor and has been approved in writing by the director of the Office of Contractual Review. Total contract term, with extensions, shall not exceed five (5) years. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

M. Payment Terms

1. The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices as defined in the contract terms. Payment of invoices shall be subject to approval of the Executive Director of Emergency Preparedness/designee of approval authority or designee. Continuation of payment shall be dependent upon available funding.

2. Upon notification of Intent to Award to the successful proposer, LDH will negotiate a timeline for Readiness deliverables and subsequent schedule of payments.
3. Payments will be made to the Contractor after written acceptance by the Louisiana Department of Health of the payment task and approval of an invoice. LDH will make every reasonable effort to make payments within **30 calendar days** of the approval of invoice and under a valid contract. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

N. Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer electronically. The methods of payment may be via EVP, a method that converts check payments to a Visa credit card account with unique security features and electronic remittance notifications, or via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment III for additional information regarding electronic payment methods and registration.

IV. PROPOSALS

A. General Information

This section outlines the provisions which govern determination of compliance of each proposer's response to the RFP. The Department shall determine, at its sole discretion, whether or not the requirements have been reasonably met. Omissions of required information shall be grounds for rejection of the proposal by the Department.

B. Contact After Solicitation Deadline

After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and LDH until an award is made.

C. Code of Ethics

1. 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.
2. Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues. Notwithstanding, any potential

conflict of interest that is known or should reasonably be known by a proposer as it relates to the RFP should be immediately reported to the Department by proposer.

D. Rejection and Cancellation

Issuance of this solicitation does not constitute a commitment by LDH to award a contract(s) or to enter into a contract after an award has been made. The Department reserves the right to take any of the following actions that it determines to be in its best interest:

1. Reject, in whole or part, all proposals submitted in response to this solicitation;
2. Cancel this RFP; or
3. Cancel or decline to enter into a contract with the successful proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.
4. In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the following provisions of the Louisiana Revised Statutes of 1950 governing public contracts: Title 38, Chapter 10 (public contracts); Title 39, Chapter 16 (professional, personal, consulting, and social services procurement); or Title 39, Chapter 17 (Louisiana Procurement Code).

E. Contract Award and Execution

1. The Secretary of LDH reserves the right to:
 - a. Make an award without presentations by proposers or further discussion of proposals received.
 - b. To enter into a contract without further discussion of the proposal submitted based on the initial offers received.
2. The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.
3. The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations

that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

4. If the contract negotiation period exceeds 60 days or if the selected Proposer fails to sign the final contract within 30 days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

F. Assignments

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

G. Determination of Responsibility

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

1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
2. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
3. Is able to comply with the proposed or required time of delivery or performance schedule; Has a satisfactory record of integrity, judgment, and performance; and
4. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
5. Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

H. Proposal and Contract Preparation Costs

The proposer assumes sole responsibility for any and all costs and incidental expenses associated with the preparation and reproduction of any proposal submitted in response to this RFP. The proposer to which the contract is awarded assumes sole responsibility for any and all costs and incidental expenses that it may incur in connection with: (1) the preparation, drafting or negotiation of the final contract; or (2) any activities that the proposer may undertake in preparation for, or in anticipation or expectation of, the performance of its work under the contract before the contract receives final approval from the Division of Administration, Office of State Procurement. The proposer shall not include these costs or any portion thereof in the proposed contract cost. The proposer is fully responsible for all preparation costs associated therewith even if an award is made but subsequently terminated by the Department.

I. Errors and Omissions

The Department reserves the right to make corrections due to minor errors of proposer identified in proposals by the Department or the proposer. The Department, at its option, has the right to request clarification or additional information from proposer.

J. Ownership of Proposal

All proposals become the property of the Department and will not be returned to the proposer. The Department retains the right to use any and all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once a contract is awarded, all proposals will become subject to the Louisiana Public Records Act.

K. Procurement Library/Resources Available to Proposer

NOT APPLICABLE TO THIS SOLICITATION

L. Proposal Submission

1. All proposals must be received by the due date and time indicated on the Schedule of Events. Proposals received after the due date and time will not be considered. It is the sole responsibility of each proposer to assure that its proposal is delivered at the specified location prior to the deadline. Proposals which, for any reason, are not so delivered will not be considered.
2. Proposer shall submit one (1) original hard copy (The Certification Statement must have original signature signed in ink) and should submit one (1) electronic copy (cd or flash drive) of the entire proposal and six (6) hard copies of the proposal. Proposer should provide one electronic copy of the Redacted (cd or flash drive). No facsimile or emailed proposals will be accepted. The cost proposal and financial statements shall be submitted separately from the technical proposal; however, for mailing purposes, all packages may be shipped in one container.
3. Proposals must be submitted via U.S. mail, courier or hand delivered to:
(no fax proposals are acceptable)

If courier mail or hand delivered:

Bonnie Kemp (8th Floor) / Charlene Prentiss (9th Floor)
Louisiana Department of Health
Office of the Secretary – Emergency Preparedness
628 N 4th Street, 8th Floor
Baton Rouge, LA 70802

If delivered via US Mail:

Bonnie Kemp
Louisiana Department of Health
Office of the Secretary – Emergency Preparedness

**P.O. Box 1526
Baton Rouge, LA 70821-1526**

M. Proprietary and / or Confidential Information

1. Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.
2. Proposers are reminded that cost proposals will not be considered confidential under any circumstance and that protections for technical proposals must be claimed by the proposer at the time of submission of its technical proposal.

N. Proposal Format

1. An item-by-item response to the Request for Proposals is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's ability to satisfy the requirements of the RFP.

O. Requested Proposal Outline:

- Introduction/Administrative Data
- Work Plan/Project Execution
- Relevant Corporate Experience
- Personnel Qualifications
- Additional Information
- Corporate Financial Condition
- Cost and Pricing Analysis

P. Proposal Content

1. Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

2. Table of Contents

The proposal should be organized in the order contained herein.

3. Quality and Timeliness

Proposals should include information that will assist the Department in determining the level of quality and timeliness that may be expected. The Department shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal should describe the background and capabilities of the proposer, give details on how the services will be provided, and shall include a breakdown of proposed costs. Work samples may be included as part of the proposal.

4. Assume Complete Responsibility

Proposals should address how the proposer intends to assume complete responsibility for timely performance of all contractual responsibilities in accordance with federal and state laws, regulations, policies, and procedures.

5. Approach and Methodology

Proposals should define proposer's functional approach in providing services and identify the tasks necessary to meet the RFP requirements of the provision of services, as outlined in Section III. Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

6. Introduction/Administrative Data

- a.** The introductory section should contain summary information about the proposer's organization. This section should state proposer's knowledge and understanding of the needs and objectives of LDH – Emergency Preparedness as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposal.
- b.** This introductory section should include a description of how the proposer's organizational components communicate and work together in both an administrative and functional capacity from the top down. This section should contain a brief summary setting out the proposer's management philosophy including, but not limited to, the role of Quality Control, Professional Practices, Supervision, Distribution of Work and Communication Systems. This section should include an organizational chart displaying the proposer's overall structure.
- c.** This section should also include the following information:
 - i.** Location of Administrative Office with Full Time Personnel, include all office locations (address) with full time personnel.
 - ii.** Name and address of principal officer;
 - iii.** Name and address for purpose of issuing checks and/or drafts;
 - iv.** For corporations, a statement listing name(s) and address(es) of principal owners who hold five percent interest or more in the corporation.
 - v.** If out-of-state proposer, give name and address of local representative; if none, so state;

- vi. If any of the proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date, and social security number;
 - vii. If the proposer was engaged by LDH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
 - viii. Proposer's state and federal tax identification numbers.
 - ix. Veteran/Hudson Initiative: Proposer should demonstrate participation in Veteran Initiative and Hudson Initiative Small Entrepreneurships or explanation if not applicable. (See Attachment I)
- d. The following information **must** be included in the proposal:
- i. Certification Statement: The proposer must sign and submit an original Certification Statement (See Attachment II).

7. Work Plan/Project Execution

The proposer should articulate an understanding of, and ability to effectively implement services as outlined within Section II of the RFP. In this section the proposer should state the approach it intends to use in achieving each objective of the project as outlined, including a project work plan and schedule for implementation. In particular, the proposer should:

- a. Provide a written explanation of the organizational structures of both operations and program administration, and how those structures will support service implementation. Individual components should include plans for supervision, training, technical assistance, as well as collaboration as appropriate.
- b. Provide a strategic overview including all elements to be provided.
- c. Demonstrate an ability to hire staff with the necessary experience and skill set that will enable them to effectively meet the needs of consumers served.
- d. Demonstrate an understanding of, and ability to implement, the various types of organizational strategies to be integrated within the day to day operations, which are critical in organizing their functioning and maximizing productivity.
- e. Demonstrate knowledge of services to be provided and effective strategies to achieve objectives and effective service delivery.
- f. Describe approach and strategy for project oversight and management.
- g. Articulate the need for, and the ability to implement, a plan for continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided and staff productivity.

- h.** Demonstrate an understanding of and ability to implement data collection as needed.
- i.** Explain processes that will be implemented in order to complete all tasks and phases of the project in a timely manner, as outlined within Section II.
- j.** Articulate the ability to develop and implement an All Hazards Response plan in the event of an emergency event.
- k.** Refer to specific documents and reports that can be produced as a result of completing tasks, to achieve the requested deliverables.
- l.** Identify all assumptions or constraints on tasks.
- m.** Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
- n.** If the proposer intends to subcontract for portions of the work, include specific designations of the tasks to be performed by the subcontractor.
- o.** Document procedures to protect the confidentiality of records in LDH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
- p.** Proposer must clearly outline the solution's technical approach as it relates to a service oriented architecture. Details should include a description of capability and potential strategy for integration with future LDH wide enterprise components as they are established, specifically making use of an enterprise service bus for managing touch points with other systems, integration with a master data management solution and flexibility to utilize a single identity and access management solution. The contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
- q.** If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

8. Relevant Corporate Experience

- a.** The proposal should indicate the proposer's firm has a record of prior successful experience in the implementation of the services sought through this RFP. Proposers should include statements specifying the extent of responsibility on prior projects and a description of the projects scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. The proposer should have, within the last 24 months implemented a similar type project. Proposers should give at least two

customer references for projects implemented in at least the last 24 months. References shall include the name, email address and telephone number of each contact person.

- b. In this section, a statement of the proposer's involvement in litigation that could affect this work should be included. If no such litigation exists, proposer should so state.

9. Personnel Qualifications

- a. The purpose of this section is to evaluate the relevant experience, resources, and qualifications of the proposed staff to be assigned to this project. The experience of proposer's personnel in implementing similar services to those to be provided under this RFP will be evaluated. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks assigned, allocation of staff, professional skill mix, and level of involvement of personnel.
- b. Proposers should state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties should be included. The organizational chart should show lines of responsibility and authority.
- c. Job descriptions, including the percentage of time allocated to the project and the number of personnel should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Job descriptions should indicate if the position will be filled by a sub-contractor.
- d. Key personnel and the percentage of time directly assigned to the project should be identified.
- e. Résumés of all known personnel should be included. Resumes of proposed personnel should include, but not be limited to:
 - i. Experience with proposer,
 - ii. Previous experience in projects of similar scope and size.
 - iii. Educational background, certifications, licenses, special skills, etc.
- f. If subcontractor personnel will be used, the proposer should clearly identify these persons, if known, and provide the same information requested for the proposer's personnel.

10. Additional Information

As an appendix to its proposal, if available, proposers should provide copies of any policies and procedures manuals applicable to this contract, inclusive of organizational

standards or ethical standards. This appendix should also include a copy of proposer's All Hazards Response Plan, if available.

11. Corporate Financial Condition

1. 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 this contract will be considered.
2. Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

12. Cost and Pricing Analysis

- a. Proposer shall specify costs for performance of tasks. Proposal shall include all anticipated costs of successful implementation of all deliverables outlined.
- b. Proposers should submit the breakdown in a similar format to the attached sample cost template form (See Attachment V) for each year of the contract to demonstrate how cost was determined. Proposers must complete a cost proposal in the following format to be considered for award. Failure to complete may result in the disqualification of the proposal.
- c. Readiness costs must be identified separate from Response costs.
- d. Readiness Cost is to be provided as one lump sum amount for each year of the contract and is to be inclusive of all labor, travel, and overhead/administrative costs to perform the Scope of Work as identified in the deliverables.
- e. Hourly Rate to be paid for only active hours of duty that are documented as required in the Deliverables. Hourly Rate shall be inclusive of labor plus all lodging, meals, incidentals, and overhead costs while at State/LDH designated jobsite for both active/inactive duties.
- f. Mob/Demob cost shall be inclusive of all travel expenses to deploy personnel from their point of origin to the LDH designated jobsite and from the LDH designated jobsite back to their point of origin. Mob/Demob cost shall also include any cost for overhead/ administrative cost such as, but not limited to rent, space, insurance, general office supplies, and technology equipment.
- g. If LDH activates the Response Phase of this contract and the event does not develop, LDH will only pay up to a maximum of 72 hours per personnel deployed to the state designated jobsite. In addition, LDH will pay the Mob/Demob cost associated with any personnel deployed.

Q. Waiver of Administrative Informalities

The Louisiana Department of Health reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

R. Withdrawal of Proposal

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

V. EVALUATION AND SELECTION

A. Evaluation Criteria

The following criteria will be used to evaluate proposals:

1. Evaluations will be conducted by a Proposal Review Committee.
2. Evaluations of the financial statements will be conducted by a member of the LDH Office of the Secretary Division of Fiscal Management.
3. Scoring will be based on a possible total of **100** points and the proposal with the highest total score will be recommended for award.
4. **Cost Evaluation:**
 - a. The proposer with the lowest total cost for all 3 years shall receive 30 points. Other proposers shall receive points for cost based upon the following formula:

$$CCS = (LPC/PC)* 30$$

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

CPS = Cost Proposal Score

LPC = Lowest Proposal Cost of all proposers

PC = Individual Proposal Cost

- b. The assignment of the 30 points based on the above formula will be calculated by a member of the LDH staff.

5. Hudson/Veteran Small Entrepreneurship Program

- a. Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.
 - b. **Proposer Status and Reserved Points:**

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

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

6. Evaluation Criteria and Assigned Weights

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

Evaluation Criteria	Assigned Weight
Introduction/Understanding of RFP	5
Work Plan/Project Execution	15
Corporate Experience	10
Qualification of Personnel	25
Financial Statements	5
Cost	30
Veteran and Hudson Initiatives	10
Total	100

B. On Site Presentation/Demonstration

Not required for this RFP.

C. Evaluation Team

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

D. Administrative and Mandatory Screening

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

E. Clarification of Proposals

The Department reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities, including resolving inadequate proposal content, or contradictory statements in a proposer's proposal.

F. Announcement of Award

1. The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.
2. The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.
3. The proposals received (*except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq*), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.
4. Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within **14 calendar days** after the award has been announced by the agency.
5. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

G. Best and Final Offers (BAFO)

1. The State reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the state in clarifying the scope of work or to obtain the most cost effective pricing available from the proposers.
2. The written invitation to participate in BAFO will not obligate the state to a commitment to enter into a contract.

VI. SUCCESSFUL CONTRACTOR REQUIREMENTS

A. Confidentiality of Data

1. All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by LDH and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use

and disclosure through the observance of the same or more effective procedural requirements as are applicable to LDH. The identification of all such confidential data and information as well as LDH's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by LDH 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 LDH to be adequate for the protection of LDH's confidential information, such methods and procedures may be used, with the written consent of LDH, 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.

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

B. Taxes

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract

C. 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.

VII. CONTRACTUAL INFORMATION

A. Contract

The contract between LDH and the Contractor shall include the standard LDH contract form CF-1 (Attachment III) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The attached CF-1 contains basic information and general terms and conditions of the contract to be awarded. In addition to the terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:

1. Personnel Assignments

The Contractor's key personnel assigned to this contract may not be replaced without the written consent of the Department. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. Key personnel for these purposes will be determined during contract negotiation.

2. Force Majeure

The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.

3. Order of Precedence

The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP and its amendments and addenda; and third priority to the provisions of the proposal.

4. Entire Agreement

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

5. Board Resolution/Signature Authority

The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.

6. Warranty to Comply with State and Federal Regulations

The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.

7. Warranty of Removal of Conflict of Interest

The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

8. Corporation Requirements

If the contractor is a corporation, the following requirements must be met prior to execution of the contract:

- a. If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.
- b. If the contractor is a corporation not incorporated under the laws of the State of Louisiana-the contractor must obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Louisiana Secretary of State.
- c. The contractor must provide written assurance to the Department from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation,

bylaws or the laws under which it is incorporated from performing the services required under the contract.

9. Contract Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

10. Right to Audit

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

11. Contract Modification

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.

12. 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.

13. Applicable 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.

B. Mutual Obligations and Responsibilities

The state requires that the mutual obligations and responsibilities of LDH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1 (Attachment III).

C. Retainage

The Department shall secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis. Within ninety (90) days of the termination of the contract, if the contractor has performed the contract services to the satisfaction of the Department and all invoices appear to be correct, the Department shall release all retained amounts to the contractor.

D. Indemnification and Limitation of Liability

1. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.
2. Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.
3. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.
4. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

5. For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.
6. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

E. Termination

1. Termination for Cause

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

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

2. Termination for Convenience

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

3. Termination for Non-Appropriation of Funds

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature

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

F. Independent Assurances

Not Applicable

Attachments:

- I. Veteran and Hudson Initiatives**
- II. Certification Statement**
- III. LDH Standard Contract Form (CF-1)**
- IV. HIPAA BAA**
- V. Cost Template**
- VI. Electronic Vendor Payment Solution**

**Veteran-Owned And Service-Connected Small Entrepreneurships
(Veteran Initiatives) And Louisiana Initiative
For Small Entrepreneurships (Hudson Initiative) Programs**

Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation

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

<https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>

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

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

Proposer Status and Reserved Points

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

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

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

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504> and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:

<http://legis.la.gov/lss/lss.asp?doc=96265> The rules for the Veteran Initiative (LAC 19: VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19: VIII Chapters 11 and 13) may be viewed at

<http://www.doa.louisiana.gov/osp/se/se.htm>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at

<https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>

. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of

Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest user=self reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest+user=self+reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd1.doa.louisiana.gov/osp/lapac/vendor/srchven.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

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	
Email Address	
Fax Number with Area Code	
Telephone Number	
Street Address	
City, State, and Zip	

Proposer certifies that the above information is true and grants permission to the Department 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 technical and cost proposals are valid for at least 90 calendar days from the date of proposer's signature below;
- 5. Proposer understands that if selected as the successful Proposer, he/she will have 30 calendar days from the date of delivery of initial contract in which to complete contract negotiations, if any, and execute the final contract document. The Department has the option to waive this deadline if actions or inactions by the Department cause the delay.
- 6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>).

Authorized Signature:

Original Signature Only: Electronic or Photocopy Signature are NOT Allowed

Print Name:

Title:

LDH - CF - 1

CONTRACT BETWEEN STATE OF LOUISIANA

LAGOV:

Revised: 2017-02

LOUISIANA DEPARTMENT OF HEALTH

LDH:
Agency #

AND

FOR

Interagency ☐ ☐ Personal Services☐ Professional Services ☐ Consulting Services ☐ Social Services

INCLUDE RFP NUMBER (if applicable):

1) Contractor (Registered Legal Name)	5) Federal Employer Tax ID# or Social Security # (Must be 11 Digits)
2) Street Address	6) Parish(es) Served
City State Zip Code	7) License or Certification #
3) Telephone Number	8) Contractor Status ☐ ☐ ☐ Yes ☐ No
4) Mailing Address (if different)	Subrecipient: ☐ ☐ ☐ Yes ☐ No
	Corporation: For ☐ ☐ ☐ Yes ☐ No
	Profit: ☐ ☐ ☐ Yes ☐ No
	Publicly Traded: ☐ ☐ ☐ Yes ☐ No
City State Zip Code	8a) CFDA#(Federal Grant #)

9) Brief Description Of Services To Be Provided:

10) Effective Date	11) Termination Date
--------------------------------	----------------------------------

12) Maximum Contract Amount

13) Amounts by Fiscal Year

14) Terms of Payment

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name	Last Name
Title		Phone Number

15) Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):

During the performance of this contract, the Contractor hereby agrees to the following terms and conditions:

1. **Discrimination Clause:** Contractor hereby agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services.

Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non- merit factor. 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.

2. **Confidentiality:** Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)

3. **Auditors:** The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Louisiana Department of Health, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or LDH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Louisiana Department of Health, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating LDH Office**.

4. **Record Retention:** Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.

5. **Record Ownership:** All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. 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 the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.

6. **Nonassignability:** Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.

7. **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.

8. **Insurance:** Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Louisiana Department of Health, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.

9. **Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.

10. **Political Activities:** No funds provided herein shall be used 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 Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.

11. **State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.

12. **Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, 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 be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

13. Subcontracting: Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract.

No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.

14. Conflict of Interest: Contractor warrants that no person and no entity providing services pursuant to this contract on behalf of Contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113.

15. Unauthorized Services: No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.

16. Fiscal Funding: This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$2,000, the Division of Administration, Office of State Procurement.

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

17. State and Federal Funding Requirements: Contractor shall comply with all applicable requirements of state or federal laws or regulations relating to Contractor's receipt of state or federal funds under this contract.

If Contractor is a "subrecipient" of federal funds under this contract, as defined in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Contractor shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following:

- Contractor must disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112.
- Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.
- Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.
- Contractor must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 - 200.326.
- Contractor must comply with the audit requirements set forth in 2 CFR §§200.501 - 200.521, as applicable, including but not limited to:
 - o Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
 - o Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

Notwithstanding the provisions of paragraph 3 (Auditors) of these Terms and Conditions, copies of audit reports for audits conducted pursuant to 2 CFR Part 200 shall not be required to be sent to the Department.

18. Amendments: Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.

19. Non-Infringement: Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against LDH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in LDH's name, but at Contractor's expense and shall indemnify and hold harmless LDH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.

20. Purchased Equipment: Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of LDH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.

21. Indemnity: Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, LDH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which R.S. 40:1237.1 *et seq.* provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by LDH.

22. **Severability:** Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
23. **Entire Agreement:** Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
25. **Remedies for Default:** Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.
26. **Governing Law:** This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
27. **Contractor's Cooperation:** The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.
28. **Continuing Obligation:** Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
29. **Eligibility Status:** Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2CFR Part 2424.
30. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department 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 Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
31. **Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
32. **Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
33. **Order of Precedence Clause:** In the event of any inconsistent or incompatible provisions in an agreement which resulted from an RFP, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal. *This Order of Precedence Clause applies only to contracts that resulted from an RFP.*

SIGNATURES TO FOLLOW ON THE NEXT PAGE

THIS CONTRACT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS CONTRACT IS SIGNED ON THE DATE INDICATED BELOW.

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
TITLE	

SIGNATURE	DATE
NAME	
TITLE	

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

1. The Louisiana Department of Health ("LDH") is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
 - A. The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (LDHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.
 - B. The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "health care provider", "health information", "health plan", "protected health information" ("PHI"), "subcontractor", and "use" have the same meaning as set forth in 45 C.F.R. § 160.103.
 - C. The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304.
 - D. The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees' or subcontractors' actions or omissions do not cause contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq.* At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by LDH, in which case contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of LDH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for LDH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to LDH within two (2) days of such receipt. Contractor

shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.

11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of LDH available to the Secretary of the U. S. LDHS for purposes of determining LDH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. The parties agree that the legal relationship between LDH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and contractor.
16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of LDH, whichever occurs first, contractor shall return or destroy (at the option of LDH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

COST TEMPLATE

Proposers must complete a cost proposal in the following format to be considered for award. Failure to complete will result in the rejection of the proposal.

PART I. READINESS PHASE

Instructions: *Proposal shall include all anticipated costs of successful implementation for the Readiness Phase of all deliverables outlined in the RFP. Proposers shall provide one flat rate covering all Readiness Phase deliverables for each Year in the table. This rate shall be fully burdened with all costs for the provision of services.*

Year 1 Readiness Phase	
Total Cost:	\$

Year 2 Readiness Phase	
Total Cost:	\$

Year 3 Readiness Phase	
Total Cost:	\$

Total Readiness Phase Cost for all 3 years: \$_____

Readiness Cost is to be provided as one lump sum amount for each year of the contract and is to be inclusive of all labor, travel, and overhead/administrative costs to perform the Scope of Work as identified in the deliverables.

Upon notification of Intent to Award to the successful proposer, LDH will negotiate a timeline for Readiness deliverables and subsequent schedule of payments.

The original contract term will be three (3) years with the option to renew for an additional 24 months. In the event that LDH extends the additional option to renew, provide proposer's Readiness costs below for years 4 and 5. These costs will not be factored into the cost evaluation. **It should be noted that for LDH to be able to extend the option to renew for years 4 & 5, the Readiness Costs for those years must be at an amount equal to or lower than the Readiness Cost for Year 3 of the original contract.**

Year 4 Readiness Phase	
Total Cost:	\$

Year 5 Readiness Phase	
Total Cost:	\$

COST TEMPLATE

PART II. RESPONSE PHASE

Instructions:

Year 1, 2, 3	Hourly Rate	
Deliverable 1: Support Staff	**\$	** Hourly Rate to be paid for only active hours of duty that are documented as required in the Deliverables. Hourly Rate shall be inclusive of labor plus all lodging, meals, incidentals, and overhead costs while at State/LDH designated jobsite for both active/inactive duties.
Deliverable 2: Support Staff	**\$	
Deliverable 3: Support Staff	**\$	
Deliverable 4: Paramedic	**\$	
Deliverable 4: EMT Basic	**\$	
Deliverable 5: Paramedic	**\$	
Deliverable 5: EMT Basic	**\$	
Instate Mob/Demob Cost Per Person For personnel deployed in the State of Louisiana Out of State Mob/Demob Cost Per Person For personnel deployed from outside the State of Louisiana	***\$ ***\$	*** Mob/Demob cost shall be inclusive of all travel expenses to deploy personnel from their point of origin to the LDH designated jobsite and from the LDH designated jobsite back to their point of origin. Mob/Demob cost shall also include any cost for overhead/ administrative cost such as, but not limited to rent, space, insurance, general office supplies, and technology equipment.

“Cost Model” for Determining Cost for Response Phase

In each of the formulas below, enter the appropriate deliverable hourly rate or mob/demob cost from the previous page.

Deliverable 1: 24 hours/day x 14 days x 10 support personnel = 3,360 hours

\$_____ hourly rate x 3,360 hours = \$_____

Deliverable 2: 24 hours/day x 4 days x 15 support personnel = 1,440 hours

\$_____ hourly rate x 1,440 hours = \$_____

Deliverable 3: 24 hours/day x 14 days x 27 support personnel = 9,072 hours

\$_____ hourly rate x 9,072 hours = \$_____

Deliverable 4:

24 hours/day x 3 days x 5 paramedic personnel = 360 hours

\$_____ hourly rate x 360 hours (paramedics) = \$_____

24 hours/day x 3 days x 10 EMT Basic personnel = 720 hours

\$_____ hourly rate x 720 hours (EMT Basic) = \$_____

Deliverable 5:

24 hours/day x 5 days x 10 paramedic personnel = 1,200 hours

\$_____ hourly rate x 1,200 hours (paramedics) = \$_____

24 hours/day x 5 days x 10 EMT Basic personnel = 1,200 hours

\$_____ hourly rate x 1,200 hours (EMT Basic) = \$_____

Instate Mob/Demob Cost:

\$_____ instate mob/demob cost per person x 22 personnel x 2 shifts = \$_____

Out of State Mob/Demob Cost:

\$_____ out of state mob/demob cost per person x 65 personnel x 2 shifts = \$_____

Total Annual Response Phase Cost

\$_____

Total Response Phase Cost for All 3 Years
(Total Annual Cost x 3)

\$_____

COST TEMPLATE

PART III. SUMMARY AND TOTAL

Total Readiness Phase Cost for all 3 years (from Part I) \$_____

Total Response Phase Cost for all 3 years (from Part II) + \$ _____

TOTAL COST FOR EVALUATION: = \$ _____

ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Vendor Payment solution (EVP) or Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or **ONLY** one (1) of the following options: EVP or EFT. You may indicate your acceptance below.

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

For all statewide and agency term contracts:

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

EVP method converts check payments to a Visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information. Charges may apply.

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

<http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf>.

To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at: <http://www.doa.la.gov/Pages/osrap/Forms/Forms.aspx> and <http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf>

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

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already enrolled</u>
LaCarte	_____	_____

Choose **ONLY** One (1) of the following options:

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already enrolled</u>
EVP	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual