

# LOUISIANA



## INCIDENT MANAGEMENT TEAM CONSULTATION AND TRAINING

BUREAU OF EMERGENCY MEDICAL SERVICES  
OFFICE OF PUBLIC HEALTH  
DEPARTMENT OF HEALTH AND HOSPITALS

**RFP # 305PUR-DHHRFP-IMT-OPH-2015**

**Proposal Due Date/Time:** Tuesday, October 6, 2015 4:00 pm CT

Release Date: Tuesday, September 1, 2016

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# Glossary

- **All Hazards:** Encompasses disaster response to all types of hazards that may affect an area.
- **BEMS:** DHH Bureau of Emergency Medical Services
- **BEMS EMS Disaster Preparedness and Response Program Manager (BEMS PM):** BEMS personnel in charge of EMS Disaster Preparedness and Response
- **Declared State of Emergency:** A declaration by the Governor of Louisiana that an emergency situation exists and that activates certain emergency measures
- **DHH:** Department of Health and Hospitals
- **DHH EOC:** DHH Emergency Operations Center
- **ESF-8 or Emergency Support Function 8, 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.
- **GOHSEP:** Governor's Office of Homeland Security & Emergency Preparedness
- **HSEEP:** Homeland Security Exercise and Evaluation Program
- **Incident Command System (ICS):** The system to conduct incident operations mandated by the federal government through the National Incident Management System
- **Incident Management Team (IMT):** Team structured to facilitate the management of an incident
- **Must:** Denotes a mandatory requirement
- **National Incident Management System (NIMS):** Federally mandated system for incident management.
- **Original:** Denotes must be signed in ink
- **Paramedic:** See EMT/Emergency Medical Technician definition
- **Redacted Proposal:** The removal of confidential and/or proprietary information from one copy of the proposal for public records purposes.
- **Shall:** Denotes a mandatory requirement
- **Should, May, Can:** Denotes a preference, but not a mandatory requirement
- **United States Fire Academy (USFA):** Federal agency that creates and provides NIMS training
- **Will:** Denotes a mandatory requirement

## I. GENERAL INFORMATION

### A. Background

1. The mission of the Department of Health and Hospitals (DHH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. The Department of Health and Hospitals 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. DHH is comprised of the Medical Vendor Administration (Medicaid), the Office for Citizens with Developmental Disabilities, the Office of Behavioral Health, the 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 DHH.
3. DHH, 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 DHH, the Louisiana Bureau of Emergency Medical Services (BEMS) plays a vital role in the State of Louisiana's preparation for and response to disasters. BEMS is directly accountable to DHH's Office of Public Health. During a declared emergency, DHH is the lead state agency for Emergency Support Function 8 (ESF- 8), Public Health and Medical Services. During a declared emergency, BEMS, as part of 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. BEMS is responsible for coordinating State assets and other resources to be provided under this contract award.
5. During a declared all-hazards emergency, BEMS is responsible for the coordination of medical emergency transportation assets and resources. Examples of such requests include but are not limited to the following:
  - Local EMS/911 support
  - Hospital and nursing home evacuation support
  - Home health and homebound evacuations support
  - EMS support at Critical Transportation Needs Shelters and Medical Special Needs Shelters
  - Special population evacuations (Examples...Neonates & Critical Care Patients, etc. support)
  - Search and Rescue support
  - Support to all other ESFs

### B. Purpose of RFP

The purpose of this RFP is to solicit a proposal from proposer(s) that will provide BEMS with support for the development of all-hazard incident management teams and operations. The successful proposer will support DHH in the provision of **both of the following phases**:

- **Phase I:** Strategic Planning, Consultation and Guidance for the development and implementation of a statewide all-hazards incident management team (AHIMT) program
- **Phase II:** Incident Management Team and Incident Command Training for emergency support staff, including the following courses:
  - L 950: Incident Commander
  - L 956: Liaison Officer
  - L 952: Public Information Officer

- L 955: Safety Officer
- Planning Section Chief
- Operations Section Chief
- Logistics Section Chief
- Finance and Admin Section Chief
- Situation Unit Leader
- Resource Unit Leader/Demobilization Unit Leader
- Communications Unit Leader
- Division/Group Supervisor
- O 305 All-Hazards Incident Management Team

**C. Invitation to Propose**

This project contains a Strategic Planning and Consultation Phase and a Training Phase in support of the development of all-hazard incident management teams and operations. The Louisiana Bureau of EMS is seeking a vendor to assist in the development of Incident Management Team personnel while also assisting in the development of a program to create and sustain Incident Management Teams within the state. This project must conclude no later than June 30, 2016 and cannot exceed \$250,000 in total costs for both phases. The DHH Bureau of Emergency Medical Services invites each qualified proposer to submit one (1) proposal to provide the Strategic Planning Phase (Phase I) and the Training Phase (Phase II) of the incident management and incident command initiative.

**D. 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://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

May also be posted at:

<http://new.dhh.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:

**Donnie Woodyard Jr.**  
**Department of Health and Hospitals**  
**Office of Public Health, Bureau of EMS**  
**PO Box 3073**  
**Baton Rouge, LA 70821**  
**Email: [Donnie.Woodyardjr@la.gov](mailto:Donnie.Woodyardjr@la.gov)**  
**Fax: (225)925-3832**

2. *All communications relating to this RFP must be directed to the DHH RFP Coordinator person named above. All communications between Proposers and other DHH staff members concerning this RFP shall be strictly prohibited. Failure to comply with these requirements shall result in proposal disqualification.*

- This RFP is available in PDF at the following web links:  
<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>  
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

**B. Proposer Inquiries**

- The Department 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://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>  
 May also be posted at:  
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>
- 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**

- A non-mandatory pre-proposal conference will be held on the date and time listed on the Schedule of Events at the following location:

Louisiana Department of Health and Hospitals  
 Bienville Building  
 628 N. 4th Street  
 Baton Rouge, LA 70802  
 Room# 371

Prospective proposers are encouraged to participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions.

- Although impromptu questions will be permitted and spontaneous answers provided during the conference, the only official answer or position of the Department in response to written questions will be stated in writing and signed by an authorized agent of the Department. Therefore, proposers should submit all questions in writing (even if an answer has already been given to an oral question). After the conference, questions will be researched and the official response will be posted on the Internet at the following links:  
<http://www.dhh.state.la.us/index.cfm/newsroom/category/47>  
<https://wwwprd1.doa.louisiana.gov/OSP/LaPAC/srchopen.cfm>

**D. Schedule of Events**

DHH reserves the right to deviate from this Schedule of Events.

<b>Schedule of Events</b>	
Public Notice of RFP	Tuesday, September 1 2015
Non-Mandatory Pre-Proposal Conference (in person only)	Monday September 14, 2015
Deadline for Receipt of Written Questions	Friday September 18, 2015

Response to Written Questions	Friday September 25, 2015
Deadline for Receipt of Written Proposals	Tuesday 4:00 pm CT October 6, 2015
Contract Award Announced	Monday October 19, 2015
Contract Begins	October 30, 2015

### III. SCOPE OF WORK

#### A. Project Overview

This project contains a Strategic Planning and Consultation Phase and a Training Phase in support of the development of all-hazard incident management teams and operations. The Louisiana Bureau of EMS is seeking a vendor to assist in the development of Incident Management Team personnel while also assisting in the development of a program to create and sustain Incident Management Teams within the state. This project must conclude no later than June 30, 2016 and cannot exceed \$250,000 in total costs for both phases. **One vendor will be selected to carry out both phases.** Proposal must contain application for both phases to be considered.

#### Phase I: Strategic Planning and Consultation Phase Statement of Work

In the Strategic Planning and Consultation Phase, the contractor shall provide a program facilitator to deliver professional services as described in section III.B (“Deliverables”) to assist in the development of a statewide all-hazards incident management program. Contractor shall provide strategic guidance and function as a facilitator during the development of the program.

#### Phase II. Training Phase Statement of Work

In the Training Phase, the contractor shall provide specific training courses no later than June 30, 2016, to be delivered including:

- L 950: Incident Commander
- L 956: Liaison Officer
- L 952: Public Information Officer
- L 955: Safety Officer
- Planning Section Chief
- Operations Section Chief
- Logistics Section Chief
- Finance and Admin Section Chief
- Situation Unit Leader
- Resource Unit Leader/Demobilization Unit Leader
- Communications Unit Leader
- Division/Group Supervisor
- All-Hazards Incident Management Team

#### B. Deliverables

##### DELIVERABLE 1:

##### Phase I: STRATEGIC PLANNING AND CONSULTATION

1. Contractor shall provide one (1) person to serve as the program facilitator. This person must also provide subject matter expertise to advise and mentor State and local governmental entities in the

establishment and fulfillment of the program. In addition, this person will facilitate administrative development of an incident management qualification program in the state of Louisiana to include the facilitation of a State Advisory Committee for regional initiatives, the development of Position Task Books, and other administrative needs.

2. The contractor shall provide professional services as described below to assist in the development of guidelines for a statewide all-hazards incident management program.
3. Contractor's program facilitator shall physically attend no more than 6 meetings to be held in Louisiana.
4. The contractor's program facilitator shall possess:
  - a. 15 or more years of functional experience operating in an all-hazards position specific category.
  - b. 5 or more years providing professional consultation for the development of incident management programs
  - c. Current qualification in a Type 2 or higher incident management team
  - d. 5 or more years of Professional experience in the development of IMT programs for local and state entities, i.e. has worked for other entities as a contractor to develop their IMT programs.
5. Contractor shall provide strategic guidance and function as a facilitator during the development of the program.
6. Contractor shall develop a comprehensive Training and Exercise Plan, to include the courses listed in deliverable 2, which must be delivered no later than June 30, 2016.
7. Contractor shall assist in the development of Standard Operating Guidelines/Procedures (SOG's/SOP's) for incident management teams.
8. Contractor shall assist in the development of an on-going application, training, qualification, and operational readiness process for the incident management program.
9. Contractor must provide all office/equipment needs for on-site program manager, to include but not limited to necessary travel costs incurred, subsistence, per diem, office supplies, laptop, and vehicle. DHH will provide parking in a state garage and/or state lot, office/cubicle space, and furniture for consultant when present.

## **DELIVERABLE 2:**

### **Phase II: TRAINING COURSES**

1. Contractor shall have 10 or more years of functional and professional experience in the delivery of incident management team training courses.
2. Contractor shall be on the Federal GSA Schedule under category 874, Mission Oriented Business Integrated Services (MOBIS).
3. Contractor shall not subcontract services or training courses.
4. Instructional personnel shall hold credentials for any position specific course they are assigned to teach and possess a minimum of 5 years functional experience for any position specific course they are assigned to teach.
5. All courses shall accommodate a minimum of 30 students. A minimum of 15 students must be registered for a course to take place. If 15 students are not registered within 2 weeks of the proposed course time, the course shall be postponed to a later date.
6. Contractor shall provide one or more, as required by DHH/BEMS, in-state All-Hazards Incident Management Team courses. Of the courses listed, the State will decide how many of the courses will be taught, and where, in the State.

The courses shall include the following:

#### **L950: All-Hazards Incident Commander**

This course provides local- and state-level emergency responders with a robust understanding of the duties, responsibilities, and capabilities of an effective Incident Commander (IC) on an All-Hazards Incident Management Team (AHIMT). These responsibilities fall into two categories: 1)

responding to the incident and command needs of the incident, and 2) effectively fulfilling the position responsibilities of an IC on an All-Hazards ICS IMT. Exercises, simulations, discussions, and a final exam enable participants to process and apply their new knowledge.

**Course Objective:**

Upon completion of this course, participants will demonstrate, through exercises and a final exam, an understanding of the duties, responsibilities, and capabilities of an effective Incident Commander.

**Program Area(s):**

Incident Command System; Integrated Emergency Management

**Delivery Location:**

Louisiana

**L955: All-Hazards Safety Officer**

This course provides local- and state-level emergency responders with a robust understanding of the duties, responsibilities, and capabilities of an effective Safety Officer (SOFR) on an All-Hazards Incident Management Team (AHIMT). These responsibilities fall into two categories: 1) responding to the incident and the safety needs of the incident, and 2) effectively fulfilling the position responsibilities of an SOFR on an AHIMT. Exercises, simulations, discussions, and a final exam enable participants to process and apply their new knowledge.

**Course Objective:**

Provide local- and state-level emergency responders with an understanding of the duties, responsibilities, and capabilities of an effective Safety Officer on an All-Hazards Incident Management Team.

**Program Area(s):**

Continuity of Operations; Incident Command System; Integrated Emergency Management; Multi-Hazard Mitigation Planning; Planning; Response and Recovery

**Delivery Location:**

Louisiana

**L956: All-Hazards Liaison Officer**

This course provides local- and state-level emergency responders with a robust understanding of the duties, responsibilities, and capabilities of an effective Liaison Officer on an All-Hazards Incident Management Team (AHIMT). Exercises, simulations, discussions, and a final exam enable participants to process and apply their new knowledge.

**Course Objective:**

Prepare the participant for the duties, responsibilities, and capabilities of an effective Liaison Officer on an All-Hazards Incident Management Team.

**Program Area(s):**

Incident Command System; Integrated Emergency Management; Multi-Hazard Mitigation Planning; Planning; Response and Recovery

**Delivery Location:**

Louisiana

**L952: All-Hazards Public Information Officer**

This course is designed for a Public Information Officer (PIO) assigned to an incident as a member of an All-Hazards Incident Management Team (AHIMT) and local IMTs, as well as for the PIO assigned to an incident as an Assistant PIO in a variety of capacities. This course will help participants develop a strong set of core PIO skills and the ability to apply them within the context of an AHIMT. This course is also distinct from other information function courses in that it combines elements from both the basic and advanced functions to concentrate training on the fundamental duties and responsibilities of the PIO in an all-hazards environment. The course material does not assume or require experience as a PIO, but also is not a basic PIO course.

Exercises, simulations, discussions, and a final exam enable participants to process and apply their new knowledge.

**Course Objectives:**

The course objective is to help the participant develop a strong set of core public information officer skills and the ability to apply them within the context of an All-Hazards Incident Management Team. It also combines elements from both the basic and advanced function to concentrate training on the fundamental duties and responsibilities of a Public Information Officer (PIO) in an all-hazards environment.

**Program Area(s):**

Citizen Preparedness; Incident Command System; Integrated Emergency Management; Planning; Universal Emergency Preparedness

**Delivery Location:**

Louisiana

**All-Hazards Planning Section Chief**

This course provides local- and state-level emergency responders with a robust understanding of the duties, responsibilities, and capabilities of an effective Planning Section Chief on an All-Hazards Incident Management Team (AHIMT). These responsibilities fall into two categories: 1) managing the planning cycle, and 2) tracking resources and incident status. Exercises, simulations, discussions, and a final exam enable participants to process and apply their new knowledge.

**Course Objective:**

Provide local- and state-level emergency responders with an understanding of the duties, responsibilities, and capabilities of an effective Planning Section Chief on an All-Hazards Incident Management Team.

**Program Area(s):**

Incident Command System; Integrated Emergency Management; Multi-Hazard Mitigation Planning; Planning; Universal Emergency Preparedness

**Delivery Location:**

Louisiana

**All-Hazards Division/Group Supervisor**

The course will provide local- and state-level emergency responders with a robust understanding of the duties, responsibilities, and capabilities of an effective Division/Group Supervisor on an All-Hazards Incident Management Team (AHIMT). The course walks participants through general information, including an overview of the Operations Section and information on incident mobilization, initial situational awareness, and unit management. It also provides detailed instruction on responding to the incident and the command needs of the incident, and emphasizes the importance of Risk Management and safety considerations.

**Course Objective:**

Demonstrate the duties, responsibilities, and capabilities of an effective Division/Group Supervisor on an All-Hazards Incident Management Team while providing an overview of the Operations Section and information on incident mobilization, initial situation awareness, and unit management. Detailed instruction is provided on responding to the incident and the command needs of the incident, as well as emphasizing the important of risk management and safety considerations.

**Program Area(s):**

Incident Command System; Integrated Emergency Management

**Delivery Location:**

Louisiana

**All Hazards Operations Section Chief**

This course provides local- and state-level emergency responders with a robust understanding of the duties, responsibilities, and capabilities of an effective Operations Section Chief (OSC) on an All-Hazards Incident Management Team (AHIMT). These responsibilities fall into two categories: 1) responding to the incident and the command needs of the incident, and 2) effectively fulfilling the position responsibilities of an OSC on an AHIMT. Exercises, simulations, discussions, and a final exam enable participants to process and apply their new knowledge.

**Course Objective:**

Provide local- and state-level emergency responders with an understanding of the duties, responsibilities, and capabilities of an effective Operations Section Chief on an All-Hazards Incident Management Team.

**Program Area(s):**

Incident Command System; Integrated Emergency Management; Multi-Hazard Mitigation Planning; Planning; Universal Emergency Preparedness

**Delivery Location:**

Louisiana

**All Hazards Logistics Section Chief**

This course provides local- and state-level emergency responders with a robust understanding of the duties, responsibilities, and capabilities of an effective Logistics Section Chief on an All-Hazards Incident Management Team (AHIMT). These responsibilities fall into two categories: responding to the incident and effectively fulfilling the position responsibilities of a Logistics Section Chief on an AHIMT. Exercises, simulations, discussions, and a final exam enable participants to process and apply their new knowledge.

**Course Objective:**

Provide local- and state-level emergency responders with an understanding of the duties, responsibilities, and capabilities of a Logistics Section Chief on an All-Hazards Incident Management Team.

**Program Area(s):**

Incident Command System; Integrated Emergency Management; Planning; Public Works; Response and Recovery; Universal Emergency Preparedness

**Delivery Location:**

Louisiana

**All Hazards Finance/Administration Section Chief**

This course provides local- and state-level emergency responders with a robust understanding of the duties, responsibilities, and capabilities of an effective Finance/Administration Section Chief on an All-Hazards Incident Management Team (AHIMT). These responsibilities include managing the Finance/Administration Section personnel and managing the finances and administrative responsibilities during an incident. Exercises, simulations, discussions, and a final exam enable participants to process and apply their new knowledge.

**Course Objective:**

Provide local- and state-level emergency responders with an understanding of the duties, responsibilities, and capabilities of an effective Finance/Administration Section Chief on an All-Hazards Incident Management Team.

**Program Area(s):**

Incident Command System; Integrated Emergency Management; Planning; Response and Recovery

**Delivery Location:**

Louisiana

**All Hazards Situation Unit Leader**

This course helps participants establish the essential core competencies required for performing the duties of the Situation Unit Leader (SITL) in an all-hazards incident. This course addresses all responsibilities appropriate to an SITL operating in a local- or state-level All-Hazards Incident Management Team (AHIMT). These responsibilities include processing information and intelligence and developing displays. The course is an instructor-led training that supports learning through discussion, lecture, and active participation in multiple exercises. By requiring participants to bring an SITL Kit to the instruction, the course provides a realistic, hands-on approach to mastering the skills of an SITL.

**Course Objective:**

Attendees will be able to establish the essential core competencies required for performing the duties of the Situation Unit Leader in an all-hazards incident. This course addresses all responsibilities appropriate to a Situation Unit Leader operating a local- or state-level All-Hazards Incident Management Team. This includes processing information and intelligence and developing displays.

**Program Area(s):**

Incident Command System; Integrated Emergency Management; Multi-Hazard Mitigation Planning; Planning

**Delivery Location:**

Louisiana

**All Hazards Resource Unit Leader/Demobilization Unit Leader**

This course provides an overview of Unit Leader responsibilities, the Planning Section, and the planning process to contextualize the Resources Unit for participants unfamiliar with the planning process or the Incident Command System. It then explores specific Resources Unit Leader functions and responsibilities including resource tracking systems, operational planning, and resource products/outputs. The Status/Check-in and Demobilization functions are covered to provide participants with the knowledge to perform those duties if necessary. Exercises/simulations, discussions, and a final exam shall enable participants to process and apply their new knowledge.

**Course Objective:**

Prepare the participant for the duties, responsibilities, and capabilities of the All-Hazards Position-Specific Resources Unit Leader.

**Program Area(s):**

Incident Command System; Integrated Emergency Management; Multi-Hazard Mitigation Planning; Planning; Response and Recovery

**Delivery Location:**

Louisiana

**All Hazards Communications Unit Leader**

This course helps participants establish the essential core competencies required for performing the duties of the Communications Unit Leader (COML) in an all-hazards incident. This course addresses all responsibilities appropriate to a COML operating in a local- or state-level All-Hazards Incident Management Team (AHIMT). These responsibilities include the collection, processing, and dissemination as needed to facilitate Operations of Command, General Staff, and Unit Leaders within the confines of a Type 3 AHIMT. The course is an instructor-led training that supports learning through discussion, lecture, and active participation in multiple exercises.

**Course Objectives:**

- Identify the functions of the Communications Unit and the duties and responsibilities of the COML.
- Arrive at an all-hazards incident properly equipped, gather information to assess the assignment, and begin initial planning activities of a COML.

- Plan, staff, manage, and demobilize the Communications Unit in a safe and effective manner to meet the needs of the incident.

**Program Area(s):**

Incident Command System; Integrated Emergency Management; Multi-Hazard Mitigation Planning; Planning; Response and Recovery; Universal Emergency Preparedness

**Delivery Location:**

Louisiana

**All Hazards Division/Group Supervisor**

The course will provide local- and state-level emergency responders with a robust understanding of the duties, responsibilities, and capabilities of an effective Division/Group Supervisor on an All-Hazards Incident Management Team (AHIMT). The course walks participants through general information, including an overview of the Operations Section and information on incident mobilization, initial situational awareness, and unit management. It also provides detailed instruction on responding to the incident and the command needs of the incident, and emphasizes the importance of Risk Management and safety considerations.

**Course Objective:**

Demonstrate the duties, responsibilities, and capabilities of an effective Division/Group Supervisor on an All-Hazards Incident Management Team while providing an overview of the Operations Section and information on incident mobilization, initial situation awareness, and unit management. Detailed instruction is provided on responding to the incident and the command needs of the incident, as well as emphasizing the important of risk management and safety considerations.

**Program Area(s):**

Incident Command System; Integrated Emergency Management

**Delivery Location:**

Louisiana

**All Hazards Incident Management Team**

The overall goal of this course is to develop state and regional IMTs to function under the National Incident Management System (NIMS) during a large and/or complex incident or a major event. This course is designed for those who are assigned to function in an IMT during a large/complex incident, typically extending into the second operational period.

**Course Objective:**

- This course is activity intensive and is designed to better prepare response personnel to manage large, complex incidents effectively by using the functional components of the Incident Command System
- The focus of the course is to enhance the skills necessary to operate as a team in various Command and General Staff positions and to promote a better understanding of team operations through application during various simulations

**Program Area(s):**

Incident Command System; Integrated Emergency Management

**Delivery Location:**

Louisiana

7. Contractor shall provide training consistent with the courses developed and endorsed through the National Integration Center (NIC) and Emergency Management Institute (EMI).

**Performance Measures:**

- Contractor shall submit the following to DHH BEMS Program Manager or each course within 30 calendar days of the course completion:
  - Course agenda

- Roster of attendees
- Student course evaluations
- Copies of student course completion certificates
- Roster and CV of persons that meet required teaching qualifications

**Monitoring Plan:**

- Monitoring of the contract will occur through ongoing communication with the contractor.
- Review and approval of rosters, invoices and supplemental documentation.

**C. 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, DHH 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. 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 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.

**D. 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.

**E. Technical Requirements**

- The contractor shall procure and maintain hardware and software resources which are sufficient to successfully perform the services detailed in this RFP.
- The contractor shall adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support the requirements of this RFP.
- Unless explicitly stated to the contrary, the contractor shall be responsible for all expenses required to obtain access to DHH systems or resources which are relevant to successful completion of the requirements of this RFP. The contractor shall also be responsible for

expenses required for DHH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of this RFP. Such expenses shall be inclusive of hardware, software, network infrastructure and any licensing costs.

- Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
- Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164)
- Any contractor use of flash drives or external hard drives for storage of DHH data must first receive written approval from the Department and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
- All contractor utilized computers and devices must:
  - Be protected by industry standard virus protection software which is automatically updated on a regular schedule.
  - Have installed all security patches which are relevant to the applicable operating system and any other system software.
  - Have encryption protection enabled at the Operating System level.

## **F. 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. Proposers shall not enter into subcontractor arrangements to carry out the deliverables described here.

## **G. 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, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **H. 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.

### **I. Resources Available to Contractor**

DHH-BEMS 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.

### **J. Contract Monitor**

All work performed by the contract will be monitored by the contract monitor or designee:

Elizabeth Fiato  
EMS Disaster Preparedness & Response Program Manager  
Department of Health and Hospitals

Bureau of EMS  
628 N. 4<sup>th</sup> St, 3<sup>rd</sup> Floor  
Baton Rouge, La 70802  
Phone: 225-925-3840

#### **K. Term of Contract**

1. The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of 12 months. With all proper approvals and concurrence with the successful contractor, agency may also exercise an option to extend for up to thirty-six (36) additional months at the same rates, terms and conditions of the initial contract term. Subsequent to the extension of the contract beyond the initial 12 month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 12 month 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 State Procurement. Total contract term, with extensions, shall not exceed 3 years with 2 years extension upon approval of JLCB 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.

#### **L. Payment Terms**

1. The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of the EMS Disaster Preparedness & Response Program Manager. Continuation of payment is dependent upon available funding.
2. Payments will be made to the Contractor after written acceptance by the Department of Health and Hospitals of the payment task and approval of an invoice. DHH 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 shall not be paid more than the maximum amount of the contract.

### **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 DHH 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 DHH to award a contract or contracts 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 all proposals received 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); or Title 39, Chapter 17 (Louisiana Procurement Code).

#### **E. Contract Award and Execution**

1. The Secretary of DHH reserves the right to:
  - a. Make an award without presentations by proposers or further discussion of proposals received.
  - b. Enter into a contract without further discussion of the proposal submitted based on the initial offers received.
  - c. Contract for all or a partial list of services offered in the proposal.
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 14 days or if the selected Proposer fails to sign the final contract within 14 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:V.2536. The Department 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.

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**

Department program manuals and pertinent Federal and State regulations, as well as other materials, are available for review upon request at the Bureau of Emergency Medical Services.

BEMS is located at 628 N. 4<sup>th</sup> St, Baton Rouge, LA 70802. Arrangements may be made by calling 225-925-7200 for access to materials. The Bureau will be open by appointment only during the

hours of 9:00am to 4:00pm on Monday through Friday beginning the day after publication of the RFP and ending the day before proposal submission is due. No items or materials may be removed from the library, but BEMS personnel will be available to make copies of requested materials at a charge of 25 cents per page. Cash is not acceptable. Checks and/or money orders are to be made payable to the Department of Health and Hospitals.

Relevant material related to this RFP will be posted at the following web address:  
<http://new.dhh.louisiana.gov/index.cfm/newsroom/category/47>

#### **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.
2. Proposals which, for any reason, are not so delivered will not be considered. 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 may 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 should 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:

##### **If courier mail or hand delivered:**

Donnie Woodyard, Jr., Director  
Department of Health and Hospitals  
Bureau of Emergency Medical Services  
628 N 4th Street, 3rd Floor  
Baton Rouge, LA 70802

##### **If delivered via US Mail:**

Donnie Woodyard, Jr., Director  
Department of Health and Hospitals  
Bureau of Emergency Medical Services  
PO Box 3073  
Baton Rouge, LA 70821

#### **M. Proprietary and/or Confidential Information**

1. Only information which is in the nature of legitimate trade secrets or non-published financial data may 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 may 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. 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.
2. 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.
3. 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 II. Proposer shall clearly outline the solution's technical approach as it relates to service oriented architecture. Details should include a description of capability and potential strategy for integration with future DHH 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 Proposer shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
4. 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 DHH BEMS as related to the scope of this RFP. It should further cite its ability to satisfy provisions of the Request for Proposals. This section should specify which deliverable or deliverables the proposer is proposing to provide.
  - 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.
  - c. This section should include an organizational chart displaying the proposer's overall structure.

- d. 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(s) 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 DHH 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)
- e. 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).

## 5. 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 proposed deliverable's 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. Document procedures to protect the confidentiality of records in DHH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.
6. 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.
7. 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:
  - Experience with proposer,
  - Previous experience in projects of similar scope and size.
  - Educational background, certifications, licenses, special skills, etc.

#### 8. 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.

#### 9. Corporate Financial Condition

- a. 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.
- b. 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.

#### 10. Cost and Pricing Analysis

- a. Within the proposal, Phase I shall include cost for the program facilitator and Phase II shall include cost for each course. **Failure to provide pricing for both components shall cause proposal to be rejected.**
- b. Proposer shall propose a firm, fixed price for each deliverable. Prices shall include all anticipated costs which may include but are not limited to: labor, travel, and overhead/administrative

#### **Q. Waiver of Administrative Informalities**

The Department of Health and Hospitals 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 DHH Office of the Secretary Division of Fiscal Management
3. Scoring for each separate deliverable (Phase I or Phase II) will be based on a possible total of 100 points.
4. **Cost Evaluation:**
  - a. For Evaluation Purposes: The proposer with the lowest total cost for deliverables shall receive 25 points.
  - b. Other proposers shall receive points for cost for the deliverable based upon the following formula:  
$$\text{CPS} = (\text{LPC}/\text{PC}) * 25$$

CPS = Cost Proposal Score  
LPC = Lowest Proposal Cost of all proposers  
PC = Individual Proposal Cost
  - c. The assignment of the cost points based on the above formula will be calculated by a member of the DHH Contracts Office 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 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)

**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	25
Corporate Experience	5
Qualification of Personnel	25
Financial Statements	5
Cost	25
Veteran and Hudson Initiatives	10
Total	100

**B. On Site Presentation/Demonstration**

Not applicable to 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 for each separate deliverable and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.
2. Subject to the provisions of Paragraph IV.D above, the Department will make an award for each of the two separate deliverables to the proposer with the highest graded proposal for each deliverable and deemed to be in the best interest of the Department. A maximum of two separate contracts will be awarded.
3. The State will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful proposers will be notified in writing accordingly.
4. 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.
5. 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 days** after the award has been announced by the agency.

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

### **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.

## **VII. 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 DHH 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 DHH. The identification of all such confidential data and information as well as DHH's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DHH 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 DHH to be adequate for the protection of DHH's confidential information, such methods and procedures may be used, with the written consent of DHH, 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 ***Department of Health and Hospitals.***

### **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.

## **VI. CONTRACTUAL INFORMATION**

## **A. Contract**

The contract between DHH and the Contractor shall include the standard DHH 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 shall not be replaced without the prior 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 three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

#### **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 DHH 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 the 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) 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 or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

#### **Attachments:**

- I. Veteran and Hudson Initiatives**
- II. Certification Statement**
- III. DHH Standard Contract Form (CF-1)**
- IV. HIPAA BAA**
- V. Sample Cost Breakdown Template**

**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.louisianaforward.com/index 2.asp>.

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:IX.Chapters 11 and 13) 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 entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaforward.com/index 2.asp>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of

Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](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.

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**CERTIFICATION STATEMENT**


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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)

<b>Date</b>	
<b>Official Contact Name</b>	
<b>Email Address</b>	
<b>Fax Number with Area Code</b>	
<b>Telephone Number</b>	
<b>Street Address</b>	
<b>City, State, and Zip</b>	

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:**



## ATTACHMENT IV

### HIPAA Business Associate Addendum

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

1. The Louisiana Department of Health and Hospitals (“DHH”) 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 DHH, as that term is defined herein, because contractor either:
  - (a) creates, receives, maintains, or transmits PHI for or on behalf of DHH; or
  - (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for DHH involving the disclosure of PHI.
3. **Definitions:** As used in this addendum –
  - A.** The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009.
  - B.** The terms “Business Associate”, “Covered Entity”, “disclosure”, “electronic protected health information” (“electronic PHI”), “health care provider”, “health information”, “health plan”, “protected health information” (“PHI”), “subcontractor”, and “use” have the same meaning as set forth in 45 C.F.R. § 160.103.
  - C.** The term “security incident” has the same meaning as set forth in 45 C.F.R. § 164.304.
  - D.** The terms “breach” and “unsecured protected health information” (“unsecured PHI”) have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH.
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 DHH, 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 DHH, in which case contractor shall reimburse DHH for all expenses that DHH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of DHH’s obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to DHH in the performance of such obligation(s).
  10. Contractor shall make available such information in its possession which is required for DHH 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 DHH 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 DHH upon request in accordance with 45 CFR § 164.524.
  12. Contractor shall make PHI available to DHH 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 DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH’s compliance with the HIPAA Rules.
  14. Contractor shall indemnify and hold DHH 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 DHH 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 DHH and contractor.
  16. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH 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 DHH, whichever occurs first, contractor shall return or destroy (at the option of DHH) 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.

Attachment V

**Cost Template for Phases I and II**

Proposers must complete a cost proposal in the following format to be considered for award. If it is not completed, the Proposer will be disqualified from consideration.

**Instructions:**

*Proposal shall include all anticipated costs of successful implementation of all deliverables outlined in the RFP.*

**Deliverable 1: Phase I Strategic Planning and Consultation Phase**

<i>Strategic Planning and Consultation Contractor (Rate shall include all costs associated with Phase 1).</i>	<b>FLAT RATE:</b>
<b>TOTAL</b>	\$

**Deliverable 2: Phase II Training Courses**

<b>Course Title</b> <i>(Rate shall include all costs associated for each course).</i>	<b>Flat Rate</b>
Incident Commander	\$
Safety Officer	\$
Liaison Officer	\$
Public Information Officer	\$
Operations Section Chief	\$
Planning Section Chief	\$
Logistics Section Chief	\$
Finance/Admin Section Chief	\$
Division/Group Supervisor	\$
Resource/Demob Unit Leader	\$
Situation Unit Leader	\$
Communication Unit Leader	\$
AHIMT	\$
<b>Total</b>	\$