

**STATE OF LOUISIANA
LOUISIANA STATE BOARD OF DENTISTRY
365 CANAL STREET, SUITE 2680
NEW ORLEANS, LOUISIANA 70130**

**REQUEST FOR PROPOSALS
FOR
A STATEWIDE DENTAL HEALTH PROFESSIONAL
MONITORING PROGRAM**

RFP#305PUR-DHH-DENTALHEALTH-LSBD

PROPOSAL DUE DATE/TIME: OCTOBER 1, 2012

4:00 P.M. CDT

RELEASE DATE:

AUGUST 17, 2012

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1 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Louisiana State Board of Dentistry (hereinafter referred to as the State or LSBDD) for the purpose of providing notice and sufficient information to all interested parties to prepare and submit a proposal for a statewide Dental Health Professional Monitoring Program (hereinafter referred to as Program) in accordance with ACT 407 of the 2012 Regular Legislative Session. This Request for Proposals is offered pursuant to LSA-R.S. 39:1481 et seq. and all applicable rules and regulations promulgated thereunder. An award shall be made to the individual or company that submits a proposal that is determined in writing to be the most advantageous to the LSBDD or state, taking into consideration, price and the evaluation factors set forth in this RFP. Proposers shall be limited to those submitting proposals. The RFP may be obtained by referring to the category “RFPs” at the address listed in RFP section 2.3

The LSBDD recognizes the functions and services performed by the Contractor, its directors, officers, representatives, employees, agents, servants and associates, when and to the extent performed pursuant to this RFP, are functions defined by LSDA-37:760 A(2) and 37:791. Nothing herein shall be construed to limit the authority of the LSBDD to take any action that it has been afforded by the laws of the State of Louisiana and that it deems necessary to protect the public by any means authorized by law, including the imposition of sanctions on the license of any dentist or dental hygienist that cannot practice with reasonable skill and safety due to impairment as defined herein.

1.2 Background

The Louisiana State Board of Dentistry is a state agency charged with the obligation of regulating the dental and dental hygiene professions. The LSBDD has the authority pursuant to LSA-R.S. 37:763 to require that a licensee undergo an examination when it has reasonable cause to believe that the licensee’s fitness to practice their profession with reasonable skill and safety has been impaired by physical or mental illness or deficiency, including but not limited to deterioration through the aging process or loss of motor skills and/or the use of drugs including alcohol. Upon proof of the licensee’s inability to practice with reasonable safety and skill, the LSBDD is authorized pursuant to LSA-R.S. 37:776 and 777 to suspend, revoke or restrict the license of the dentist or dental hygienist. In an effort to fulfill its mission, the LSBDD is empowered to enter into agreements to develop and conduct programs that identify, evaluate, recommend and monitor appropriate treatment for dentists and dental hygienists whose ability to practice with reasonable safety and skill is compromised by incapacity through physical or mental illness or deficiency, including but not limited to deterioration through the aging process or loss of motor skills and/or the use of drugs including alcohol. LSA-R.S. 37:760 A (2) and 37:795.

The program proposed by the LSBDD is one that will require the contractor to develop and operate a statewide program to accept reports of possible impairment of licensees as defined in this RFP and to identify, investigate and intervene on licensees whose ability to practice their profession with reasonable skill and safety is compromised by the virtue of alcoholism, substance abuse, chemical dependency, psychiatric or other mental or physical conditions, to provide assistance to

the licensees, promote their voluntary participation in identifying, securing and pursuing effective treatment, monitor compliance with treatment recommendations and report to the LSBDD when necessary.

1.3 Scope of Services

The Contractor shall:

- a. Provide sufficient administrative and clerical staff, support personnel, technical equipment and resources within the state to accomplish the requirements of the Program provided for by this RFP.
- b. Provide a statewide network for securing reports of impairment or potential impairment of dentists and dental hygienists. Contractor must also identify and investigate impaired or potentially impaired dentists and dental hygienists as defined herein to determine if a report of actual or suspected impairment can be substantiated and documented and if intervention is warranted.
- c. Demonstrate the availability of a sufficient in-state network of physicians, other healthcare professionals, employees, agents, servants, associates, representatives or subcontractors to facilitate the receipt of reports and referrals of impaired or potentially impaired dentists and dental hygienists to the Program on a statewide basis.
- d. Intervene upon impaired or potentially impaired dentists or dental hygienists to determine the nature of the impairment (chemical, mental and/or physical) and assess the nature of and need for referral for evaluation and treatment through the use of physicians or health care professionals affiliated with the Program. The intervention shall be of such a nature and scope as may be deemed appropriate by the Contractor. The Contractor shall discuss the basis of the information that necessitated the intervention, explain the role of the Program, offer assistance, recommend treatment and/or evaluation and then treatment and monitoring as well as the other benefits of voluntary entry into the Program.
- e. Solicit dentists' and dental hygienists' voluntary participation in the Program through an explanation of the nature and services performed and the benefits to be obtained by voluntary participation in the Program.
- f. Make recommendations and/or referrals for evaluation and treatment to facilities and or treating professionals approved by the LSBDD.
- g. Solicit and obtain from all Program participants executed evaluation and/or treatment contracts, which incorporate the recommendations for evaluation, treatment and monitoring prescribed by the Program and all treating professionals. Program participants must be monitored for five (5) years. Prior to the end of the three (3) year contract awarded from this RFP, the Contractor shall assist in the transition of monitoring services to a new Contractor, as appropriate.
- h. Secure lawful authorizations from all Program participants for the release and receipt of alcohol, chemical dependency, substance abuse, psychiatric, psychological and all other necessary patient records and other privileged information, including but not limited to such records or information as may be protected by state or federal law.

The release and authorization must provide for all treatment records or reports as well as verbal reports to the LSBDD when required by this RFP or at the request of the LSBDD.

- i. Incorporate into the Program a system for random drug testing, to be undertaken by and at the expense of the Program participant, which is conducted in such a manner that provides both quality control respecting collection and evaluation and ensures compliance with treatment and Program recommendations.
- j. Monitor compliance with all Program recommendations for evaluation and/or treatment made by the Program and all treatment professionals involved in the care, treatment or therapy of PHP participants, as well as attendance at all required meetings, drug testing and professional appointments.
- k. Document compliance with all evaluation, treatment and monitoring contract terms and conditions by Program participants. Report timely to the LSBDD as required by this RFP or the LSBDD as set forth herein.
- l. Provide information, documentation and suggestions regarding the Program and the status of the Program participants who have been enrolled into the Program. Attend all meetings scheduled by the LSBDD that require discussion of or information pertaining to the Program including the administration of the Program.
- m. Provide a means of educating the dentists and dental hygienists throughout the state regarding the Program and their participation therein. It is required that the Contractor provide an orientation program for dentists and dental hygienists during the first year of the contract in each of the following cities : New Orleans, Baton Rouge, Lafayette, Alexandria, Shreveport, Lake Charles and Monroe, such that practitioners are made aware of the Program, its benefits and the administration thereof. After the first year of the Program, informational meetings and seminars on the program shall be conducted by Contractor on a quarterly basis rotating through the state.
- n. The LSBDD shall treat any and all communications by and between the LSBDD and Contractor, its directors, officers, representatives, employees, agents, servants and associates confidential and shall disclose information only to those individuals or organizations as are necessary or appropriate to the functioning of the Program or when compelled to make such disclosure by a lawfully issued and served subpoena; provided that this understanding with respect to confidentiality shall not affect the LSBDD's ability to disclose administrative action affecting the license of the participants in the Program. In addition, all records, reports, documents and other material delivered or transmitted to Contractor by LSBDD, a participant, treatment provider or evaluator in the course of the Program shall remain the property of LSBDD, and shall be returned by Contractor to the LSBDD at the termination or expiration of this contract. All records, reports, documents, pleadings, exhibits or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services in this RFP shall become the property of LSBDD, and shall, upon request, be returned by to the LSBDD, at Contractor's expense, at termination or expiration of this contract.

- o. Provide a quality assurance plan to be used as the basis for managing and monitoring the quality and success of the Program. The Contractor shall assist the LSBDB to confirm the delivery of all services and satisfaction of all RFP requirements.
- p. Submit a written report to the LSBDB in the event that the Contractor has reasonable grounds to believe that a dentist or dental hygienist is impaired, after an investigation or intervention, when the dentist or dental hygienist has done or allegedly done one of the following:
 - 1. Defaulted in the performance or substantially breached a material provision of the Program or the monitoring contract;
 - 2. Formerly been reported to the contractor or LSBDB as an impaired dentist or dental hygienist;
 - 3. Entered into a monitoring contract with the Dental Health Monitoring Program or any program or organization in this state or another state with similar purposes and goals;
 - 4. Previously undergone adequate treatment at a facility that is acceptable to the LSBDB for the same or a substantially similar condition or illness as that which gives rise to the current impairment and has or had a contract with the Program or any program or organization located in this or another state with similar purposes and goals;
 - 5. Failed to or is unwilling to voluntarily comply with the Program or its recommendations for evaluation, treatment or monitoring;
 - 6. Been the subject of a consent order or decision of the LSBDB relating to the use or abuse of drugs or alcohol or as a result of a mental or physical illness or condition;
 - 7. Been compliant with the recommendations of the Program but remains impaired and therefore unable to practice his or her profession with reasonable safety and skill;
 - 8. Been referred to the LSBDB by the Contractor with the request that the LSBDB assume further handling of the matter;
 - 9. The Contractor shall not be required to report or refer to the LSBDB any impaired or potentially impaired licensee who voluntarily participates in its program, complies with its recommendations and executes a contract providing for such evaluation, treatment, therapy and/or monitoring as the Program and the health care professionals involved in the licensees' care may determine to allow him or her to continue in or return to the practice of their profession with reasonable safety and skill.
- q. Provide reports to the LSBDB as set forth above the form and frequency of which shall be negotiated by and between the LSBDB and the Contractor.
- r. Report and refer to the LSBDB for investigation prior to and in lieu of undertaking any activity provided for by this RFP, any information or report received by the

Contractor regarding a dentist or dental hygienist who has committed one of the following acts:

1. Has or may have exhibited sexually inappropriate behavior with a patient or who has been charged with, convicted of, pled guilty or nolo contendere to, or entered into an agreed disposition of any crime of a sexual nature under the laws of the state of Louisiana, those of another state or of the United States;
2. Has prescribed, dispensed or obtained controlled substances exclusively for individuals other than himself, without a legitimate dental justification or in other than legal or legitimate manner; or
3. Has been charged with, convicted of, pled guilty or nolo contendere to, or entered into an agreed disposition of, a crime constituting a felony under the laws of Louisiana, those of another state or the United States, which relates to or arises out of the use of controlled substances or alcohol.

2 ADMINISTRATIVE INFORMATION

2.1 Terms of Contract

Any contract awarded pursuant to this RFP shall be a multi-year contract. The period of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2013 and to continue through June 30, 2016. Pursuant to ACT No. 407 of the 2012 Regular Legislative Session, the Governor and Legislature directed and authorized the LSBDD to fund the operation of the Program by assessing and collecting an annual sum from both dentists and dental hygienists seeking initial licensure or renewal of a license in this state. Retired dentists shall not be subject to the fee for the Program pursuant to LSA-R.S. 37:770 F (2). The Contractor shall be paid when fees are collected from the licensees. Payment to Contractor shall be made monthly upon compliance with the terms of the contract which is awarded to the Contractor or upon such other terms as the LSBDD and Contractor may negotiate.

2.2 Pre-proposal Conference

A non-mandatory pre-proposal conference will be held at the Louisiana State Board of Dentistry, 365 Canal Street, Suite 2680 New Orleans, Louisiana 70130 at 10:00 a.m. on August 30, 2012. Peyton B. Burkhalter or duly appointed representatives of the LSBDD will be present to provide answers to questions about the RFP. The purpose of the conference is for proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the LSBDD will be stated in writing in response to written questions. Therefore, potential 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 distributed in writing and/or posted on the Internet.

2.3 Proposer Inquiries

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

PEYTON B. BURKHALTER, Executive Director, 365 Canal Street, Suite 2680, New Orleans, Louisiana 70130; telephone 504-568-8574; email, pburkhalter@lsbd.org

The LSBD will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 4:00 P.M. CDT on the date specified in the Schedule of Events. The LSBD reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by the due date specified in the schedule of events at <http://wwwprd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4> and <http://www.lsbd.org>. The LSBD will also respond to questions by mailing the questions and official answers to the questions to each proposer from whom a written request is received

Only Peyton B. Burkhalter has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

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

2.4 Definitions

This section will define certain words or terms used in this RFP, identify the requirements for personnel deemed necessary for the development, operation and administration of the Program.

- a. "Contractor" -the proposer which actually submitted a response to this RFP on or before the deadline date for the delivery of proposals to the LSBD and which is awarded the contract for Program services.
- b. "Financial interest"-an ownership or investment interest established through debt, equity or other means and held directly, indirectly, by an organization, officer, director, employee, subcontractor, agent or representative, or by an immediate family member of any of the foregoing, or by any parent, affiliate or subsidiary organization
- c. "Health Care Professionals"- any person licensed, registered or certified, other than a physician, by a department, board, commission, or agency of the state of Louisiana, the United States or another state, to provide, or which does in fact provide, preventative, diagnostic or therapeutic health care services to human beings.
- d. "Impaired Licensee" or "Impaired Dentist or Dental Hygienist"-a dentist or dental hygienist licensed to practice in the state of Louisiana, who is unable to practice his or her profession with reasonable skill and safety because of an impairment including by physical or mental illness or deficiency, including but not limited to deterioration through the aging process or loss of motor skills and/or the use of drugs including alcohol. Impairment may also include but is not limited to instances involving mental

or physical illness or condition where the continued practice by the licensee poses a substantial risk of physical harm to himself, to his family or to other individuals, whether or not a professional relationship exists. Impairment, or the conditions giving rise thereto, may be established by acknowledgement or admission by a licensee or by the observation or evaluation of one or more physicians, peers, employees, family members or patients.

- e. “Potentially Impaired Licensee” or “Potentially Impaired Dentist or Dental Hygienist”- a dentist or dental hygienist licensed to practice in the state of Louisiana, who is able to practice his profession with reasonable skill and safety but who, by virtue of mental or physical illness or condition, including but not limited to the use of drugs or alcohol will, in reasonable medical certainty become an impaired licensee as defined herein if such illness is not treated timely.
- f. “Prospective Proposer”-a Proposer which has requested a copy of the Request for Proposal from the LSBDD.
- g. “Proposer”-a person or entity which has actually submitted a response to this RFP on or before the date of delivery of proposals to the LSBDD pursuant to this RFP.
- h. “Statewide Program Services”-a Program that provides the capacity, experience, organizational structure and in-state network to identify impaired or potentially impaired licensees and to provide Program services in each of Louisiana’s sixty-four parishes.
- i. “Shall, Must, Will”- words which denotes mandatory requirements
- j. “Should, May, Can”- Words which denote an advisory or permissible action
- k. Original: denotes must be signed in ink
- l. Redacted Proposal: The removal of confidential information or proprietary information from one copy of the proposal for public records purposes.

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	August 17, 2012
Pre-proposal Conference	August 30, 2012
Deadline for receipt of written inquiries	September 6, 2012 4:00 P.M.
Issue responses to written inquiries	September 17, 2012
Deadline for receipt of proposals	October 1, 2012 4:00 P.M. CDT
Announce award of contractor selection	December 8, 2012
Contract execution	June 1, 2013

NOTE: The State of Louisiana reserves the right to change this schedule of RFP events, as it deems necessary.

3 PROPOSAL INFORMATION

3.1 Desired Qualifications of Proposer

This section is neither intended nor designed to limit proposers, rather to ensure that the proposers who respond to this RFP have sufficient qualifications and experience to develop and administer the Program, and to ensure that the proposer has the ability to perform the services anticipated and required by the Program as set forth in this RFP. It is highly desirable that proposers have the qualifications set forth below, in order to be considered eligible for award of this RFP.

Proposers should meet the following desirable qualifications:

- a. Proposer should have experience in the design, development and successful operation of a statewide Program or similar Program for other health care professionals, for a minimum period of two (2) years immediately prior to the deadline for receipt of proposals;
- b. Proposer should be able to provide statewide Program services as defined by the LSBD in this RFP; and
- c. Proposer should have prior experience in and be capable of continuing to provide all services described in this RFP.

3.2 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: 136. The State must find that the selected proposer:

- a. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- b. Have the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- c. Is able to comply with the proposed or required time of delivery or performance schedule;
- d. Has a satisfactory record of integrity, judgment, and performance; and
- e. 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.

3.2.1 Right to Prohibit Award

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 laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 RFP Addenda

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, shall be posted at <http://www.prd.doa.louisiana.gov/OSP/LaPAC/bidlist.asp?department=4> and also at <http://www.lsbdo.org> It is the responsibility of the proposer to check the DOA or LSBDO websites for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

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

3.5 Proposal Rejection/RFP Cancellation

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

3.6 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.

3.7 Subcontracting Information

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

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

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

3.8 Ownership of Proposal

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

3.9 Proprietary Information

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.

3.10 Cost of Preparing Proposals

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

3.11 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to minor errors identified in proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

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

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

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

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

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

3.13 Code of Ethics

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.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 4:00 P.M. Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

**Peyton B. Burkhalter
Louisiana State Board of Dentistry
365 Canal Street, Suite 2680
New Orleans, Louisiana 70130**

For courier delivery, the street address is reflected above, and the telephone number is 504-568-8574. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The State requests that five (5) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 Proposal Format

Proposers shall respond to this RFP with a Technical Proposal and Cost Proposal. Pricing information should not be included in the Technical Proposal.

4.3 Cover Letter

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

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy the evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

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

5.0 PROPOSAL CONTENT

The format and content of the proposal should be structured to facilitate the evaluation committee's understanding, evaluation, and scoring of the various proposals. The proposal should provide a concise, clear statement of the proposer's understanding of the mission, vision, needs and objectives of the LSBD and the licensees to be served by the Program.

5.1 Executive Summary

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

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

5.2 Corporate Background and Experience

The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited. The proposer should specifically address his ability to meet or exceed the desirable qualifications in Section 3.1.

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

5.2.1 Veteran-Owned and Service- Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

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 entrepreneurs to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurs to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

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

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurs 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 entrepreneurs, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. 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.

5.3. Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project. The LSBDD requires the Contractor to commit a cohesive, dedicated and highly skilled team of individuals to develop, organize and administer the Program. The Proposer should specifically address the staff's ability to meet or exceed the desirable qualifications described in Section 3.1.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort,

their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes which must be produced with the proposal.

5.4. Approach and Methodology

Points will be awarded for proposals which demonstrate a plan to solicit funds from any source as a means of providing financial assistance for the evaluation and treatment of indigent licensee participants in the Program. In evaluating the proposals, the LSBDD will consider the following components:

- Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the LSBDD.
- Proposer should define its functional approach in providing the services.
- Proposer should define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

5.5 Cost Information

The Proposer shall provide the total cost for each year of the project (inclusive of travel and all project expenses) for providing all of the services described in the RFP. For information purposes, the Proposer shall provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable). The total three year cost shall be inclusive of any and all taxes, including Federal, state, local and other, as well as salaries, benefits, travel expenses, operating services and expenses, supplies, professional services and expenses, acquisitions, major repairs, costs, fees as well as any other expenses which are reasonably anticipated to be incurred by the proposer in the conduct, administration and operation of the Program as defined by this RFP.

The proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be paid by the Board. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior approval by the Louisiana State Board of Dentistry.

All monies provided by contract to the Contractor as a result of this RFP are primarily for all aspects of the Program except for the costs of actual evaluation and treatment incurred at facilities or physicians or other health care professionals to whom program participants are referred by the Program, which shall remain the responsibility of Program participants through insurance, individual funds, indigent treatment programs and/or other sources of financing.

The Proposer should use Attachment III, Sample Budget Template to provide pricing.

6.0 EVALUATION AND SELECTION

6.1 Evaluation Team

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

6.2 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 rejected from further consideration.

6.3 Clarification of Proposals

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

6.4 Oral Presentations/Discussions

NOT APPLICABLE TO THIS SOLICITATION

6.5 Evaluation and Review

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

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

CRITERIA	MAXIMUM SCORE
1. Approach and Methodology	35
2. Experience	15
3. Proposed Project Staff Qualifications	15
4. Hudson/Veteran Small Entrepreneurship Program	10
5. Cost	25
TOTAL SCORE	100

6.5.1. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

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)

6.5.2 Cost Calculation

The Proposer with the lowest total 3-year cost shall receive 25 points. Other proposers shall receive points for cost based upon the following formula:

$$CS = (LPC/PC*25)$$

Where: CS = Computed cost score for Proposer
LPC = Lowest proposed total 3-year cost of all Proposers
PC = Proposer's total 3-year cost

6.6 Announcement of Contractor

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

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

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum 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.

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.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

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

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 and a copy provided to the LSBDD with the proposal.

7.2 Billing and Payment

Billing and payment terms shall be negotiated with the successful Proposer. Because the Louisiana State Board of Dentistry operates via self-generated revenue from licensees, the fee charged to licensees to fund the Program are collected at the time of initial licensure, reinstatement and renewal of licenses. The contract awarded pursuant to this RFP will allow for payment to the contractor within 15 days of the close of a month wherein a fee for the Program has been collected. Terms regarding billing and payment will be negotiated by and between the LSBDD and the Contractor.

7.3 Confidentiality

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

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana State Board of Dentistry.

ATTACHMENT I: CERTIFICATION STATEMENT

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

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

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have sixty (60)_business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)
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 www.epls.gov .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative	DATE
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ATTACHMENT II: SAMPLE CONTRACT

STATE OF LOUISIANA CONTRACT

On this ___ day of 20___, the State of Louisiana, Louisiana State Board of Dentistry, hereinafter sometimes referred to as the "State", and [*CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE*], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

The contractor will develop and operate a statewide program to accept reports of impaired or possibly impaired licensees as defined in this RFP and to identify, investigate and intervene on licensees whose ability to practice their profession with reasonable skill and safety is compromised by the virtue of alcoholism, substance abuse, chemical dependency, psychiatric or other mental or physical conditions, to provide assistance to the licensees, promote their voluntary participation in identifying, securing and pursuing effective treatment, monitor compliance with treatment recommendations and report to the LSBDD when necessary.

*****THE COMPLETE DESCRIPTION OF SERVICES WILL BE PROVIDED*****

1.2 STATEMENT OF WORK {Define work/services/deliverables to be provided by contractor composed from RFP & proposers response. May be included in an attachment if detail is lengthy.}

1.2.1 GOALS AND OBJECTIVES

To develop, create, and administer the Dental Monitoring Program which identifies, evaluates and assists dentists and dental hygienists who are impaired or potentially impaired as defined herein return to receive an evaluation and treatment with the goal of returning the licensee to active practice when it has been determined that doing so will not endanger the public and that the licensee can practice with reasonable safety and skill. Further, the LSBDD sets forth the following goals for the contractor.

- a. Inform all licensed dentists and dental hygienists about the Program;
- b. Encourage all licensed dentists and dental hygienists to utilize the Program;
- c. Encourage all licensed dentists and dental hygienists to report licensees that are impaired or potentially impaired as defined herein;
- d. Secure the proper evaluation and treatment for all licensed dentists and dental hygienists that enter the Program; and
- e. Monitor all licensed dentists and dental hygienists that enter the Program.

1.2.2 PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work.

1.2.2. MONITORING PLAN

Peyton B. Burkhalter will monitor the services provided by the contractor and the expenditure of funds under this contract. Peyton B. Burkhalter will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following: A representative of the LSBD and the Contractor will meet once per quarter during the first year of the contract to determine if the contractor is complying with the terms of this contract and the RFP; specifically, to ensure that the contractor is providing information about the program to all dentists and dental hygienists; securing the appropriate evaluation and treatment for licensees entering the Program; and monitoring those licensees that have entered the Program and progressed through the intervention, evaluation and treatment phases of the Program. After the first year of the contract the Contractor shall provide a written report semi-annually outlining its compliance with the contract and RFP.

1.2.3. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

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

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

1.2.5. SUBSTITUTION OF KEY PERSONNEL

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

2. ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on July 1, 2013 and shall end on June 30, 2016. State has the right to contract for up to a total of 3 years with the concurrence of the Contractor and all appropriate approvals.

2.2 TAXES

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

3. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of *\$/[TO BE INSERTED]*. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after collected by the Louisiana State Board of Dentistry. Every reasonable effort to make payments within 30 days of the collection of the fee assessed to licensees at the time of initial licensure or renewal. Payment will be made only on approval of Peyton B. Burkhalter.

4. TERMINATION

4.1 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.

4.2 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.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

5. INDEMNIFICATION AND LIMITATION OF LIABILITY

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully defend, indemnify and hold harmless the State, Louisiana State Board of Dentistry, The Department of Health and Hospitals, its employees, servants agents, appointees and contractors from any claim or cause of action arising from this contract including but not limited to 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 including attorneys fees and costs incurred as a result of any claim or cause of action. However, the Contractor shall not be responsible to defend and indemnify the named parties for any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its

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

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

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

6. CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

7. 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.

4. ASSIGNMENT

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

9. 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.

1. 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.

2. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

12. SUBCONTRACTORS

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

13. COMPLIANCE WITH CIVIL RIGHTS LAWS

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

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, 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.

14. INSURANCE

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

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

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

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

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

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

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

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

15. 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 Civil District Court for the Parish of New Orleans, State of Louisiana.

16. CODE OF ETHICS

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

17. 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.

18. COMPLETE CONTRACT

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

19. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

THUS DONE AND SIGNED on the date(s) noted below:

CONTRACTOR'S SIGNATURE

STATE'S SIGNATURE

DATE

DATE

Attachment III
Sample Budget Template

Enter in Column 1 the percent of time the staff will devote to the project. In column 2 the number of months the position will be filled (should be 12months) In column 3 annual (12 months) salary rate for each position which will be filled for all or any part of the year.

Note: Proposer should use this sample template, or one similar to it, to prepare a budget for each year of the contract

Year 1, 2 or 3 (circle one)			
FTE (list by position/name)	Percentage of Time	# of Months Budgeted	Annual Salary Amount
Category Total			
Benefits (List)			Amount
Category Total			
Travel			Amount
Category Total			
Operating Costs: Must itemized and provided justification			Amount
Category Total			
Supplies (List)			Amount
Category Total			
Other Direct Cost (list)			Amount

<i>Category Total</i>	
TOTAL DIRECT COST	