

REQUEST FOR PROPOSALS
for
Health Insurance Program for People
Living with HIV

Issued by
STATE OF LOUISIANA
Office of State Procurement



SOLICITATION NUMBER Doc696720006

RFP WEBSITE: <https://discovery.ariba.com/rfx/18747632>



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RFP Overview

I. Introduction

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute [39:1595](#) from qualified Proposers who are interested in providing Health Insurance Program for people living with HIV.

The State intends to award a single Proposer.

II. General Information and Instructions

A. RFP Contact. The following individual is the sole contact for this RFP:

Sterling Colomb
State Procurement Analyst
State of Louisiana Office of State Procurement
Sterling.Colomb@la.gov

B. RFP Website. This RFP is available in electronic form at the Louisiana eProcurement Solutions by Ariba (LESA) website by navigating to <https://discovery.ariba.com/rfx/18747632> and clicking Respond to Posting.

C. RFP Documents. This RFP consists of this RFP Overview, the following attachments, and any information or materials posted by the State to the RFP Website, as amended:

1. [Attachment A, Standard RFP Terms and Conditions](#)
2. [Attachment B, Special RFP Terms and Conditions](#)
3. [Attachment C, Scope of Work](#)
4. [Attachment D, RFP Evaluation Plan](#)
5. [Attachment E, Sample Contract](#)
6. [Attachment F, Protest Information](#)
7. [Attachment G, Hard Copy Proposal Submittal](#)
8. [Attachment H, Proposal](#)

D. Schedule of Events.

Event	Date	Time (CT)
RFP posted and Blackout Period begins	February 8, 2024	
Deadline to submit questions	February 22, 2024	
Proposal opening date (Proposal submission deadline)	March 21, 2024	10:00 AM

Responses to questions should be posted no later than 14 calendar days prior to proposal opening date.

Dates and deadlines are subject to change. Proposers should continue checking the RFP Website for the most up-to-date information.

E. How to Ask Questions.

1. **Read and review this RFP, including all attachments, exhibits, and addenda.**
2. For questions about the content of this RFP, submit your questions through the Event Messages section of this RFP in LESA. Questions must reference the specific section of the RFP to which the question relates. Only those questions received by the established deadline shall be considered by the State.



3. For assistance with technical issues associated with the RFP Website, contact lesa@la.gov.

F. How to Respond.

1. **Read and review this RFP, including all attachments, exhibits, and addenda.**
2. Prepare a proposal that:
 - a. Follows the requested format;
 - b. Includes the Solicitation Number on all materials making up the proposal;
 - c. Addresses each question and request for a response in this RFP, including all questions in Attachment H, Proposal;
 - d. Clearly demonstrates your ability to meet the Scope of Work described in Section III and Attachment C; and
 - e. Includes all required submissions identified in Section IV.
3. Submit your proposal by the Proposal opening date:
 - a. electronically via LESA; or
 - b. via Hard Copy by following the instructions in Attachment G.

III. Scope of Work and Term of Contract

A detailed description of the Deliverables being sought through this RFP is attached as Attachment C, Scope of Work.

The term of any contract resulting from this RFP shall be for an initial period of 36 months to begin on or about July 01, 2024 and to end on or about June 30, 2027, unless otherwise terminated in accordance with the termination provisions of the contract.

At the option of the State and acceptance of the Contractor, the contract may be extended for four (4) additional 12-month periods at the same prices, terms, and conditions.

Prior to the extension of the contract beyond a 36-month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the 36-month term.

IV. Proposer Response

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the RFP. The State encourages all Proposers to submit proposals electronically through LESA. However, Proposer may submit proposals either through LESA or via hard copy. The proposal must be submitted in LESA or received in hard copy by the Office of State Procurement (OSP) on or before the date and time specified in the Schedule of Events. Fax and email submissions are not acceptable.

- A. **LESA Proposal Submittal.** Proposers are strongly encouraged to submit their proposal electronically via LESA by answering all questions and attaching additional documentation as requested. If the Proposer does not have an SAP Ariba Business Network account, Proposer should register at <http://louisiana.sourcing3.ariba.com/ad/selfRegistration>. SAP Ariba provides support if needed at <https://helpcenter.ariba.com/index.html?sap-language=en#/help>.
- B. **Hard Copy Proposal Submittal.** Proposers with the inability to submit their proposal electronically via LESA may submit their proposal via Hard Copy to OSP. See Attachment G, Hard Copy Proposal Submittal for details regarding Hard Copy submittal.



C. Required Submissions. The following must be submitted with your proposal:

1. Any response required to be submitted directly through the RFP Website;
2. Completed and signed Attachment H, Proposal
3. Redlined copy of Attachment E, Sample Contract, if proposing modifications
4. Redacted copy of proposal clearly marked as such, if claiming confidential, proprietary, or protected information

Note: Microsoft Word versions of the attachments are available in the RFP Website by clicking References in the appropriate section.

D. Other Documents. The following are informational only and do **not** need to be submitted with your proposal:

1. This RFP Overview
2. Attachment A, Standard RFP Terms and Conditions
3. Attachment B, Special RFP Terms and Conditions
4. Attachment C, Scope of Work
5. Attachment D, RFP Evaluation Plan
6. Attachment E, Sample Contract (unless proposing modifications)
7. Attachment F, Protest Information
8. Attachment G, Hard Copy Proposal

E. Proposal Opening. Any Proposer who would like to view the opening of this RFP can access the following link, at the date and time of this proposal opening:

<https://doa-ospla.zoom.us/j/2697438343>

This link will provide you with live audio and video access to this proposal opening. The link will be live at 9:55 AM (Central Time) on the date of proposal opening. Only the name of the Proposers submitting proposals shall be identified aloud.

V. Evaluation and Award Process

A. State Evaluation Committee.

1. The State will utilize a committee whose members have expertise in various areas to evaluate all proposals.
2. The State Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

B. Proposals will be sealed until the proposal opening date and time. After opening, proposals will be evaluated in stages for the purpose of selecting the proposal(s) most advantageous to the State, taking into consideration price and the other evaluation factors as set forth in this section and further detailed in Attachment D, RFP Evaluation Plan.

1. **Stage 1: Initial Responsiveness.** Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment A, Standard RFP Terms and Conditions and Attachment B, Special RFP Terms and Conditions.
2. **Stage 2: Mandatory Minimum Requirements.** Complete and responsive proposals will be reviewed for compliance with mandatory minimum requirements. Proposals failing to meet or exceed all Mandatory Minimum Requirements identified in Attachment D, RFP Evaluation Plan may be rejected in accordance with Attachment A, Standard RFP Terms and Conditions and Attachment B, Special RFP Terms and Conditions.



3. **Stage 3: Technical Criteria.** Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated against the Technical Criteria set forth in Attachment D, RFP Evaluation Plan. A consensus-based evaluation process shall be used to evaluate responses. For a Proposer to proceed to the Financial Proposal and Veteran and Hudson Initiative evaluation (if applicable), the Proposer shall achieve a minimum score equivalent to fifty percent (50%) of the possible points assigned to the Technical Proposal. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the technical proposals will not be evaluated further and will be ineligible for award.
 4. **Stage 4: Cost and Veteran and Hudson Initiative.** Financial Proposals and Veteran and Hudson Initiative (if applicable), for proposals not rejected following evaluation of Technical Criteria, will be evaluated in accordance with Attachment D, RFP Evaluation Plan.
 5. **Stage 5: Written or Oral Discussions/Presentations, if required.** The State, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide a written or oral discussion or presentation of how they propose to meet the Using Agency's objectives in accordance with Attachment A, Standard RFP Terms and Conditions. Written or oral discussions/presentations may be held prior to Stage 4 at the State's sole discretion.
 6. **Stage 6: Best and Final Offer (BAFO), if required.** The State reserves the right to conduct a BAFO with one or more Proposers determined by the State Evaluation Committee to be reasonably susceptible of being selected for award in accordance with Attachment A, Standard RFP Terms and Conditions.
- C. **Determination of Responsibility.** Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in the Louisiana Administrative Code, Title 34, Part V. The State must find that the selected Proposer:
1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
 2. Has the necessary experience, organizations, 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;
 4. Has a satisfactory record of integrity, judgment, and performance; and
 5. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- D. After evaluations are completed, written recommendation for award shall be made to OSP for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State, price and other factors considered. The State Evaluation Committee may recommend rejecting any or all proposals to OSP if it is considered in the best interest of the State.
- E. Upon review and approval of the State Evaluation Committee's and Using Agency's recommendation for award, OSP will issue a "Notice of Intent to Award" letter to the apparent successful Proposer in accordance with Attachment A, Standard RFP Terms and Conditions.



Attachment A, Standard RFP Terms and Conditions

This RFP and Proposer's participation therein is subject to the following terms and conditions. **In the event of a conflict between the Standard RFP Terms and Conditions and the Special RFP Terms and Conditions, the Special RFP Terms and Conditions shall govern.**

I. Definitions

- A. **Agency** means any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the State of Louisiana authorized to participate in any contract resulting from this RFP.
- B. **Award** or **award** means the issuance of a "Notice of Intent to Award" letter to one or more successful Proposers.
- C. **Can** denotes a permissible action.
- D. **Contract** means a legal binding agreement, resulting from this RFP, between the State and the awarded Contractor(s).
- E. **Contractor** means a Proposer with whom the State executes a Contract resulting from this RFP.
- F. **Day** means a calendar day, unless explicitly identified otherwise.
- G. **Deliverable** means a good, product, service, solution, result, labor, or other effort being sought through this RFP.
- H. **Discussions** means a formal, structured means of conducting written or oral communications/presentations with Proposers who submit proposals in response to this RFP.
- I. **DOA** means the Louisiana Division of Administration.
- J. **LESA** means Louisiana eProcurement Solutions by Ariba.
- K. **May** denotes an advisory or permissible action per La. R.S. 39:1556(33).
- L. **Must** denotes mandatory requirements.
- M. **OSP** means the Louisiana Office of State Procurement.
- N. **Proposal** or **proposal** means the document(s), data, information, and other media submitted by a Proposer in response to this RFP, including information submitted directly through the RFP Website and information submitted after the proposal opening date at the request of the State.
- O. **Proposer** means an entity or individual submitting a proposal in response to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
- P. **RFP** means this request for proposals, including all attachments and exhibits and any information posted by the State to the RFP Website, as amended.
- Q. **RFP Website** means the location of this RFP in LESA.
- R. **Shall** denotes mandatory requirements per La. R.S. 39:1556(52).
- S. **Should** denotes a desirable action.
- T. **State** means the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.
- U. **Using Agency** means the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this RFP pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.
- V. **Will** denotes mandatory requirements.

II. Governing Law and Venue

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



- C. Proposer and Proposer's participation in this RFP must comply with all applicable federal, state, and local laws, rules, and policies.
- D. All Deliverables proposed by Proposer must comply with all applicable federal, state, and local laws, rules, and policies.

III. RFP Documents

A. RFP Website.

- 1. The RFP Website is the sole source for official RFP documents and updates.
- 2. Documents from this RFP may be posted on multiple websites, including Using Agency websites and non-State procurement solicitation boards, or distributed through other channels, such as email. Such distribution is for advertising and informational purposes only, and documents and information from sources other than the RFP Website should not be relied upon to develop or submit a proposal. Proposals or questions submitted through any means other than those specified in this RFP may not be addressed or considered by the State.

B. RFP Addenda.

- 1. The State reserves the right to change the Schedule of Events or issue addenda to this RFP at any time. Information shared orally or in informal communications will not be considered an addendum unless documented in writing on the RFP Website.
- 2. It is the Proposer's responsibility to check the RFP Website frequently for any possible addenda that may be issued.
- 3. Proposer is wholly responsible for reviewing addenda and updates to the RFP Website, acknowledging addenda as required, and submitting a proposal that is responsive to and compliant with the RFP as amended.
- 4. The State is not responsible for a Proposer's failure to review or download any addenda documents required to complete and submit a proposal.

C. Waiver of Administrative Informalities.

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

D. Conflicts and Issues.

- 1. The following should be brought to the attention of the State using the process described in this RFP for asking questions or, if applicable, by filing a protest using the process described in Attachment F, Protest Information:
 - a. Any alleged conflict among the materials comprising this RFP; and
 - b. Any alleged issue relating to the content of this RFP, including instructions, requirements, or specifications alleged to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful.
- 2. Any protest, claim, dispute, or action based upon a conflict or issue described in 1.a or 1.b of this paragraph shall be filed no later than two (2) days prior to the proposal opening date.
- 3. Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

- E. **Blackout Period.** The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the



procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded. In those instances in which a prospective Proposer is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

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

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

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

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

IV. Proposals

- A. **Late Delivery or Non-delivery of Proposal.** Proposer is wholly responsible for ensuring Proposer's proposal is complete and submitted timely to the State in the format required by this RFP. The State will not accept a proposal after the proposal opening date and time.
- B. **Legibility/Clarity.** Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.
- C. **Errors and Omissions in Proposal.** The State will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.
- D. **Proposal Changes Prior to Proposal Opening.**
 1. **LESA Proposals.** The Proposer may make changes within LESA at any time prior to proposal opening by editing the response.



2. **Hard Copy Proposals.** See Attachment G, Hard Copy Proposal Submittal for details regarding changes prior to proposal opening.
- E. Withdrawal of Proposal Prior to Proposal Opening.**
1. **LESA Proposals.** A Proposer may withdraw a proposal that has been submitted at any time up to the proposal opening date and time. To accomplish this, a message must be sent through LESA requesting withdrawal of the submitted proposal.
 2. **Hard Copy Proposals.** See Attachment G, Hard Copy Proposal Submittal for details regarding withdrawal of proposal prior to proposal opening.
- F. Material in the RFP.** Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to this RFP.
- G. Use of Subcontractors.**
1. Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. The prime Contractor shall be responsible for all deliverables referenced in this RFP.
 2. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.
- H. Financial Proposal.**
1. Proposer must complete all required elements of Part 3: Financial Proposal of Attachment H, Proposal. The format and structure of the Financial Proposal is intended to allow for a fair evaluation of like costs among Proposers. Deviation from the format or structure of the Financial Proposal may result in Proposer's proposal being deemed non-responsive.
 2. Proposer is wholly responsible for ensuring figures and calculations submitted in Proposer's completed Financial Proposal are accurate, even if formulas have been provided by the State as a courtesy.
 3. Any taxes, other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.
 4. Inclusion of cost or pricing information in any document other than the Financial Proposal may result in Proposer's proposal being deemed non-responsive.
- I. Proposed Modifications to the Sample Contract.**
1. The State may, but is not obligated to, consider proposed modifications to Attachment E, Sample Contract.
 2. Proposer-specific modifications to Attachment E, Sample Contract, may be proposed as part of Proposer's proposal in Part 5: Proposed Modifications to Sample Contract of Attachment H, Proposal, but are strongly discouraged. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Proposer's proposal is conditioned, may result in Proposer's proposal being deemed non-responsive.
 3. The following will not be considered by the State:
 - a. Any proposed modification of a non-negotiable term listed in Part 5: Proposed Modifications to Sample Contract of Attachment H, Proposal;
 - b. Any proposed modification not submitted with Proposer's proposal in Part 5: Proposed Modifications to Sample Contract of Attachment H, Proposal;
 - c. Any proposed modification not accompanied by an explanation as required in Part 5: Proposed Modifications to Sample Contract of Attachment H, Proposal;
 - d. Any proposed modification not reflected in redlined edits to the Sample Contract and submitted with Proposer's proposal; and
 - e. Any proposed modification merely referencing another document or a URL.



4. Proposers may propose additional terms but must include them in Part 5: Proposed Modifications to Sample Contract of Attachment H, Proposal and must clearly identify where any terms conflict with the Sample Contract.
- J. Proposal Contact.** Proposers should ensure that the contact information associated with the Proposer's SAP Ariba Business Network account is current throughout the RFP process. The Proposal Contact identified by Proposer in Part 1, Proposer Information, Acknowledgements, and Certifications of Attachment H, Proposal, must be able to respond timely to communications from the State. Proposer must, within 24 hours, notify the State of any change to Proposer's Proposal Contact. Proposer is wholly responsible for ensuring communications received by Proposer's Proposal Contact are reviewed and addressed timely by the appropriate personnel.
- K. Proposal Development Costs.** The State shall not be liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP shall be entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.
- L. Proposal Validity.** All proposals shall be considered valid for acceptance until such time an award is made. Award should be made within 180 days.
- M. Ownership of Proposals.** All materials submitted in response to this RFP become the property of the State. Selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by the State and not returned to Proposers. Any copyrighted materials in the proposal are not transferred to the State.
- N. Business Confidentiality, Trade Secrets, and Proprietary Information.**
1. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
 2. For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
 3. If Proposer is claiming any portion of its proposal as confidential, proprietary, or protected, Proposer must complete the required sections of Part 6: Claim of Business Confidentiality of Attachment H, Proposal, and submit with Proposer's proposal a redacted copy of Proposer's proposal, which must be clearly marked as such.
 4. If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.
 5. Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.



6. The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.
 7. Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.
- O. Evaluation and Selection.** A consensus-based evaluation process shall be used to evaluate responses. The State Evaluation Committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination. The committee reserves the right to make an award recommendation without further discussion of the proposal submitted based on the initial offers received.
- P. Written or Oral Discussions/Presentations.**
1. The State, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the Using Agency's objectives.
 2. Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final contract.
 3. Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.
 4. The State reserves the right to adjust the original scores based on the information received in the oral presentations, if conducted, using the original evaluation criteria. The cost score will remain unchanged.
- Q. 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 to participate 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 a BAFO will not obligate the State to enter into a contract.
- R. Notice of Intent to Award.**
1. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract and approval by the Division of Administration, Office of State Procurement.
 2. OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.
 3. Any person aggrieved by the proposed award has the right to submit a protest by using the process described in Attachment F, Protest Information. Issuance of the "Notice of Intent to Award" letter starts the protest period.



S. Debriefings. Debriefings may be scheduled by the participating Proposers after the “Notice of Intent to Award” letter has been issued by scheduling an appointment with the Office of State Procurement. Contact may be made using the RFP Contact information in section II.A of the RFP Overview.

T. Contract Negotiations.

1. The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State. The mandatory RFP requirements shall become contractual obligations. The State reserves the right to contract for all or a partial list of supplies and/or services offered in the proposal.
2. Negotiation may include revision of any non-mandatory terms or conditions included in Part 5: Proposed Modifications to Sample Contract of Attachment H, Proposal, pricing, and clarification of the scope of work.
3. If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most advantageous responsible Proposer.
4. If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within seven (7) calendar days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.
5. OSP must approve the final contract to complete the process.

U. Secretary of State Requirements.

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

V. Rights Reserved To the State

A. Rejection of Proposals.

1. Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.
2. In accordance with the provisions of La. R.S. 39:2192, in awarding contracts, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

B. Cancellation.

1. The State may cancel this RFP at any time if the State determines that cancellation is in the best interest of the State.



C. Proposer's Cooperation.

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

D. No Guarantee of Quantities.

1. The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State to increase or decrease the amount, at the unit price stated in the proposal, if applicable.
2. Neither the State nor Using Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.



Attachment B, Special RFP Terms and Conditions

I. Project-Specific Definitions

- A. **ADR** means ADAP Data Report.
- B. **AIDS Drug Assistance Program (ADAP+)** refer to a new benefit of the LA HAP program, which covers allowable medical costs of administering an antiretroviral medication on the Louisiana ADAP formulary, including the cost of an office visit exclusively for medication administration, for uninsured LA HAP members.
- C. **AIDS** means Acquired Immunodeficiency Syndrome.
- D. **APTC** means Advanced Premium Tax Credit
- E. **COBRA** means Consolidated Omnibus Budget Reconciliation Act.
- F. **CPT** mean Current Procedural Terminology.
- G. **CQI** means Clinical Quality Improvement.
- H. **CSV** means Comma- Separated Values.
- I. **CT** means Central Time.
- J. **Department** means Louisiana Department of Health.
- K. **EBT** means Electronic Bank Transfer.
- L. **Electronic Funds Transfer (EFT)** is the electronic transfer of money from one bank account to another, either within a single financial institution or across multiple institutions, via computer-based systems, without the direct intervention of bank staff.
- M. **Emergency Premium Payment** is defined as an instance that places a client in jeopardy of losing his or her health insurance coverage and/or benefits
- N. **FFM** means Federally Facilitated Marketplace.
- O. **FIPS** means Federal Information Processing Standard
- P. **HAB** means HIV/AIDS Bureau.
- Q. **HIP** means Health Insurance Program.
- R. **HIPAA** means Health Insurance Portability and Accountability Act
- S. **HITECH** means Health Information Technology for Economic and Clinical Health Act
- T. **HIV** mean Human Immunodeficiency Virus.
- U. **HRSA** means Health Resources and Services Administration.
- V. **JLCB** means Joint Legislative Committee on the Budget.
- W. **LDH** means Louisiana Department of Health.
- X. **LDR** means Louisiana Department of Revenue.
- Y. **LED** means Louisiana Economic Development.
- Z. **Louisiana ADAP formulary** is a list of medications for the treatment of HIV, the prevention and treatment of opportunistic infections (OIs), and Hepatitis C, available to LA HAP members.
- AA. **Louisiana Health Access Program (LA HAP)** means the ADAP (AIDS Drug Assistance Program) for the State of Louisiana. The program provides access to medications and assistance with premiums and cost shares to eligible people living with HIV.
- BB. **LWC** means Louisiana Workforce Commission.
- CC. **National HIV/AIDS Strategy (NHAS)** is a strategy developed by the White House's Office of National AIDS Policy as a roadmap to end the HIV Epidemic.



- DD. National Monitoring Standards** is a set of consolidated requirements issued by Health Resources and Services Administration for Ryan White recipients and sub-recipients related to program, fiscal, and universal standards.
- EE. NIST** means National Institute of Standards and Technology.
- FF. OPH** means Office of Public Health.
- GG. ORM** means Office of Risk Management.
- HH. OTS** means Office of Technology Services.
- II. PBM** means Pharmacy Benefits Manager.
- JJ. PLWH** means People Living with HIV.
- KK. RSR** means Ryan White Services Report.
- LL. Ryan White HIV/AIDS Treatment Extension Act (RWHAP)** is the federal program legislation funding HIV care and treatment services for low-income people living with HIV.
- MM. SFTP** means Secure Shell File Transfer Protocol.
- NN. SHHP** means STD/HIV/Hepatitis Program.
- OO. SOS** means Secretary of State.
- PP. SOW** means Scope of Work.
- QQ. SSH** means Secure Shell.
- RR. STD** means Sexually Transmitted Disease.
- SS. T/TA** means Training and Technical Assistance.
- TT. XML** means Extensible Markup Language

II. Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

- A.** The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>.
- B.** 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 or percentage value of each subcontract.
- C.** 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.
- D.** In RFPs requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.
- E.** In performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan.



- Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).
- F. If a Contract is awarded to a Proposer who proposed a good faith subcontracting plan, the Using Agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the Using Agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the Contract award or the existing Contract may be terminated.
 - G. The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.
 - H. The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.
 - I. 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: <https://www.doa.la.gov/doa/osp/vendor-resources/udson-se-veteran-initiatives/>.
 - J. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>.
 - K. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_req.
 - L. This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: <https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE



Attachment C, Scope of Work

I. Overview

Contractor shall provide administrative and fiduciary services for the statewide Health Insurance Program (HIP) for persons living with Human Immunodeficiency Virus (HIV) in Louisiana. Contractor shall assist with allowable Acquired Immunodeficiency Syndrome (AIDS) Drug Assistance Program (ADAP) medical services under a newly developed program to be implemented under the Contract (hereinafter referred as ADAP+).

People Living with HIV (PLWH) may encounter many financial and physical hardships during the course of their disease progression. HIP was implemented to reduce the medical and financial burdens associated with accessing primary healthcare, dental care and medications. ADAP+ will likewise reduce medical and financial burdens associated with accessing medications on the Louisiana ADAP formulary.

A contract is necessary to assist with 1) the timely payment of health insurance premiums and cost-shares on behalf of eligible insured PLWH, and 2) office visit and administration costs of Louisiana ADAP formulary medications on behalf of eligible uninsured PLWH residing in the State of Louisiana. Overall program eligibility requirements and applicability of ADAP+ to specified Louisiana ADAP formulary medications are established by the STD/HIV/Hepatitis Program (SHHP) in accordance with Health Resources and Services Administration (HRSA) guidelines (<https://ryanwhite.hrsa.gov/about/parts-and-initiatives/part-b-adap>).

Contractor will pay client premiums, co-pays, deductibles and cost shares directly to insurers and providers, as part of its administrative services. Contractor will be reimbursed for the premiums and cost shares as pass-through costs and will be paid a percentage of this cost for administrative services provided through the Contract.

II. Goals and Objectives

The goal of HIP is to improve the health outcomes of low income PLWH in Louisiana. Of those individuals who have utilized assistance from the Louisiana Health Access Program (LA HAP) in procuring and maintaining comprehensive health insurance coverage, a vast majority have also been able to achieve viral suppression. This outcome is aligned with the goals and objectives of the National HIV/AIDS Strategy (NHAS) including the key goal to increase viral suppression among people with diagnosed HIV to 95% by 2025.

The goal of ADAP+ is to assist eligible uninsured PLWH with the allowable costs of administering an antiretroviral medication on the Louisiana ADAP formulary, including the cost of an office visit exclusively for medication administration.

The goals shall be achieved and maintained through several key objectives:

1. Make timely payments of health, dental and vision insurance premiums to insurers and/or employers for all eligible insured clients, and the medical cost of administering an antiretroviral medication on the Louisiana ADAP formulary, including the cost of an office visit exclusively for medication administration for eligible uninsured clients. Currently, approximately 4,000 individuals benefit from services annually; an estimated 95% of which are insured and 5% are uninsured. These numbers and proportions are likely to fluctuate, however, as Louisiana Department of Health's SHHP modifies program eligibility in response to State and national health policy changes.
2. Achieve an error rate (for human and technological oversights, combined) of 2% or less for the late payment or non-payment of insurance premiums for eligible members that results in the loss of insurance coverage.



3. Assess the eligibility of cost-shares (co-payments, coinsurance, deductibles, etc.) incurred on behalf of HIP clients, and medical costs associated with administering an antiretroviral medication for ADAP+ clients.
4. Make payments to medical, dental and vision providers for eligible cost-shares (for HIP) and to ADAP+ networked providers for eligible medication administration visits/costs (for ADAP+) charges within 15 business days of receipt of the adjudicated bill from the member or the provider.

III. Background

The mission of the Louisiana Department of Health (LDH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. LDH 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.

SHHP, located within the Office of Public Health (OPH), is responsible for coordinating the State's response to the Sexually Transmitted Disease (STD), HIV, and Hepatitis C epidemics. The program conducts activities to educate citizens regarding STD/HIV/Hepatitis prevention, to monitor disease trends, and to offer client-centered services. This is achieved through delivery of behavioral interventions and educational activities that are focused on reducing the spread of STDs, HIV, and Viral Hepatitis in Louisiana, assisting PLWH with access to HIV care through delivery of medical and supportive services, and evaluating services provided to assure delivery and allocation to those that help achieve optimal impact. SHHP receives an annual award from the Ryan White HIV/AIDS Treatment Extension Act of 2009 to address the medical and supportive service needs of low income PLWH. The Ryan White HIV/AIDS Program (RWHAP) is the largest federal program focused exclusively on providing HIV care and treatment services to PLWH. Working with cities, states and local community-based organizations, RWHAP provides a comprehensive system of care for PLWH, which includes wraparound services for insured individuals.

Within SHHP, the LA HAP is specifically structured and staffed to increase access to medical care and medications for low income PLWH. Currently, LA HAP provides medications to uninsured persons through a contract with a Pharmacy Benefits Manager (PBM). Individuals with a comprehensive health insurance plan that offers pharmacy benefits, such as a Marketplace, Medicare, or employer-sponsored plan, may request assistance from LA HAP in paying health insurance premiums as well as any related co-payments, co-insurance and deductibles for medications or medical visits. Although all client applications are reviewed for program eligibility at the SHHP office by LA HAP staff, payments for premiums and cost-shares for medical visits for all eligible clients are coordinated and paid by contracted staff at the agency administering the HIP. ADAP+ will likewise be paid by contracted staff at the agency administering HIP.

IV. Deliverables

A. Reporting

Contractor shall provide all required annual, semi-annual, quarterly, and monthly reports and exchange of data.

Contractor shall:

1. Comply with all SHHP and HRSA reporting requests and requirements within the timeline specified in the request. The current HRSA reports include the Ryan White Services Report (RSR) and ADAP Data Report (ADR), which shall be coordinated with SHHP personnel. If the requested timeline is not feasible, SHHP staff should be notified immediately and an alternate date, mutually agreeable to both parties, should be established. Specific deliverables include the following:
 - Compile a monthly report of all payments made and credits/refunds received during the previous 30-day period upon request by the Contract Monitor.



2. Capture required information for payment and analysis of program statistics, including but not limited to, Louisiana Legislative requests, LDH data analyses, and HRSA RSR/ADR reporting requirements.
3. Provide additional monthly and/or quarterly reports as requested that describe various aspects of program activity. Additional reporting requirements shall be identified as State and federal legislation is updated.

B. Quality Assurance Measures

Within the first 60 days of the contract period, Contractor shall work with SHHP to develop **quality assurance measures** based on the relevant National Monitoring Standards for Ryan White Part B Grantees, the Scope of Work, and as otherwise appropriate to ensure timely, accurate payment processing.

C. Monitoring Tool

Within the first 60 days of the contract period, Contractor shall work with SHHP to develop a **monitoring tool** based on the relevant National Monitoring Standards for Ryan White Part B Grantees, the Scope of Work, and as otherwise appropriate to assess the Contractor's fulfillment of the Scope of Work. The monitoring tool and the monitor's effort will be to ensure deliverables are met timely and consistently, ensure timely receipt, review, and processing of monthly invoices submitted by Contractor, to ensure any and all reports and narratives required under the agreement are timely provided and received, and to meet with the Contractor to correct deficiencies noted.

V. Detailed Requirements

A. General Requirements

Contractor shall:

1. Maintain all relevant and required documents with the Louisiana Secretary of State (SOS) in order to conduct business in the State of Louisiana.
2. Maintain a physical business location in the State of Louisiana.

Contractor, and all sub-contractors, are acting as an agent on behalf of the ADAP and therefore must maintain compliance with Ryan White Program legislation, additional HRSA HIV/AIDS Bureau (HAB) policies, and State and federal law.

B. Programmatic Requirements

Contractor shall:

1. Within 30 days of the contract start date, designate one (1) staff member as the primary programmatic point of contact for SHHP personnel, as well as a back-up staff person, for time-sensitive client concerns. Additional staff may be designated as the primary contacts for fiscal or customer service matters.
2. Within 30 days of the contract start date, assign a primary contact person to respond to customer service inquiries. This individual must have customer service experience, be trained on and be knowledgeable of the program's services, and have access to client-level information to respond to participants' inquiries regarding program enrollment, payment/claims status and coverage information.
3. Within 30 days of the contract start date, designate a primary accounts payable coordinator to oversee payments to providers/insurers.
4. Within 30 days of the contract start date, designate one (1) staff member as the primary data management/analysis point of contact for SHHP personnel. This individual must be qualified to lead the Contractor's processes to meet the data requirements of this project and should be



qualified to ensure the Contractor's internal data needs related to this project are met. If the Contractor does not have a current staff member qualified to lead the data management/analysis activities related to the project on the contract start date, the Contractor should propose a timeline and process for identifying a qualified person.

5. Within 30 days of the contract start date, develop and maintain current contact information on referring agencies, medical providers, and health insurance providers (including Medicare, Consolidated Omnibus Budget Reconciliation Act (COBRA), private insurance plans for group and individual policies, and health insurance plans on the federally facilitated marketplace) to include, but not be limited to primary contact names, email addresses, telephone numbers, and mailing list of physical addresses.
6. Within 30 days of the contract start date, develop and maintain a provider network including current contact information to include, but not be limited to primary contact names, email addresses, telephone numbers, and mailing list of physical addresses to provide ADAP+ administration services. This should include a plan to add providers during emergency declarations.
7. Within 30 days of the contract start date, establish and maintain a toll-free number, which shall be staffed during regular business hours (Monday-Friday, 8:30 am-5:00 pm Central Time (CT)). A voicemail system or answering service must be maintained for telephone calls received after hours and during State and/or federal holidays, with response to messages occurring the next business day.
8. Upon request from SHHP or from potential partners, provide Training and Technical Assistance (T/TA) throughout the State to increase the knowledge of HIP and ADAP+ services. These T/TA efforts may be provided to community based organizations, medical providers, clinics or hospitals and Ryan White-funded agencies throughout the State. Depending on the scope of the requests, T/TA may be provided via provider packets/mailers, telephone/conference call, webinars or other web-based technology, or during scheduled in-person provider trainings.
9. Within 30 days of the contract start date, develop, in conjunction with SHHP, program-related forms and correspondence. As needed, forms will be modified based on policy and eligibility changes and to comply with federal and State reporting requirements. Any revised forms shall be submitted to SHHP for approval. This may include, but is not limited to:
 - a. Forms to request payment to medical providers;
 - b. Standard communication documents (such as form letters, faxes, etc.);
 - c. Documents to announce program changes; and
 - d. Flyers/brochures for outreach/promotional purposes.
10. Be responsible for all correspondence required in the program, including but not limited to:
 - a. Client correspondence (i.e., recertification notices, birthday mailers, etc.);
 - b. Medical/dental/vision care provider correspondence; and
 - c. Health insurance company correspondence.
11. Within 90 days of the contract start date, work collaboratively with SHHP/LA HAP staff to develop and implement a statewide tax reconciliation and recoupment process for clients who qualify for an Advance Premium Tax Credit (APTC) through the Federally Facilitated Marketplace (FFM).

C. Operations Requirements

Contractor shall:



1. Maintain staffing for all positions essential to the Contract. This includes, but is not limited to, the HIP Director, a primary Customer Service Coordinator to oversee client communications, a primary Accounts Payable Coordinator to oversee payments to providers/insurers, and a Data Management/Analysis Coordinator. With the exception of the HIP Director and Customer Services Coordinator, positions do not necessarily have to be at 100% full-time effort.
2. Process all eligible premiums for enrolled clients on a monthly or quarterly basis or as otherwise stipulated by a health insurance company.
3. Process all eligible costs of accessing Louisiana ADAP formulary drugs, including office visits and healthcare provider administration costs, for enrolled uninsured LA HAP clients as stipulated by policy set forth by SHHP for the reimbursement of medical services to approved locations within the ADAP+ Provider Network.
4. Within 15 business days of receipt of a bill/invoice, forward payments for clients' premiums and cost shares (co-payments, co-insurance and/or deductible costs) to providers.
5. Within 15 business days of receipt of a bill/invoice, forward payments for LA HAP uninsured client's medical services (office visit and/or administration costs) associated with Louisiana ADAP formulary medication access to providers within the ADAP+ Provider Network.
6. Within 24 hours of a request, process any emergency premium payments required for client. "Emergency" is defined as an instance that places a client in jeopardy of losing his or her health insurance coverage and/or benefits.
7. Maintain specific, effective strategies for maximizing program productivity while maintaining a high degree of accuracy in payment and member-level data.
8. Maintain adequate levels of service throughout the week. For example, a certain level of service available during business hours, such as Monday – Friday-8:30am to 5:00 pm CT, versus the type of support provided during non-business hours, including holiday and weekend hours. Contractor shall ensure there is adequate personnel who are trained to provide coverage during transition times, such as when key personnel are on vacation or when an essential position becomes vacant.
9. Process payments for in-network ADAP+ service provision for LA HAP uninsured clients as determined by SHHP in case of extended displacement and emergency need for an alternative healthcare provider (clinic or pharmacy) to administer Louisiana ADAP formulary medications so as not to disrupt current treatment.
10. Maintain the capacity to render payment to providers and/or insurers via Electronic Bank Transfer (EBT), paper check or credit card according to payee requirements.
11. Maintain a process to render upfront payment/deposits to medical/dental/vision providers if needed to ensure service delivery, and to recoup any resulting overpayments or refunds.
12. Maintain a process to monitor billing to assure non-duplication of payment among primary, secondary and (if applicable) tertiary payers.
13. Maintain a process for obtaining credits and adjustments for any possible overpayments and/or duplicate payments that have been made.
14. Maintain an ability to render partial premium payments in instances where a member shares the cost of the total premium with HIP (for example, identifying and separately paying the eligible member's portion of a family premium).



15. Maintain a system to effectively monitor any potential benefit caps, such as an annual dollar maximum, for each member.
16. Maintain a process for delivering comprehensive dental benefits to enrolled clients, either through a subcontract with a private dental insurer or via other means.
17. Create a process for delivering comprehensive vision benefits to enrolled clients, either through a subcontract with a private vision insurer or via other means.
18. Create a process in conjunction with SHHP's contracted PBM for timely upload of HIP claim and premium payments into the PBM online portal in order to enable member access to payment status.
19. Create a process in conjunction with the PBM to allow for online claim submissions.
20. Create a process in conjunction with the PBM and SHHP to back-bill Medicaid when eligible claims are identified.
21. Undergo an annual independent financial audit in compliance with State auditing requirements. Such audit is an operational expense and shall not be paid for from contractual funds. The audit report shall be submitted to the Office of Risk Management (ORM) and SHHP Business Unit for review within 30 days of completion. If any deficiencies are found as a result of the audit, Contractor shall be required to rectify such issues within 30 days. If Contractor does not rectify the audit issues within the 30-day time frame, the Contract will be subject to termination.
22. Be compliant with all confidentiality requirements imposed by Louisiana law, LDH rules and guidelines, the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules, the federal Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and other applicable federal laws and regulations. Confidential information shall include not only sensitive health and risk-related information, but also client personal identifiers, potentially identifying information, and any information provided to the Contractor for which confidentiality was assured when the individual or establishment provided the information. Extremely stringent standards of client confidentiality must be maintained. The use of client information for commercial purposes shall be prohibited. Likewise, the Contractor shall not publish any information about program participants, even in the aggregate, without SHHP review and prior written permission.

D. Record Keeping Requirements

The recordkeeping requirements outlined in this section serve to document that all payments made by HIP follow requirements outlined by HRSA with regards to satisfying data reporting requirements, ensuring that all payments meet program eligibility standards, and ensuring that all payments satisfy the legislative requirements to utilize Ryan White funds as a payer of last resort.

Contractor shall:

1. Within 30 days of the contract start date, ensure all essential HIP staff will be trained on the operation and utilization of the Ramsell User Interface, a proprietary software and web-based client eligibility database and case management system used by LA HAP. Staff will document individual transactions for each client in order to satisfy requirements of the funding agency, such as invoicing, reporting and evaluation. The data shall include but is not limited to:

Details on each payment made to a provider on behalf of a client, including:

- Original service date;
- Date of payment;
- Amount of payment;



- Payment type classification (e.g. copay, coinsurance, deductible, ADAP+ visit or administration cost, etc.) as defined with guidance from SHHP;
- Insurance type classification (e.g. Medicare, group-sponsored, Marketplace, etc.) as defined with guidance from SHHP;
- If an ADAP+ claim, Current Procedural Terminology (CPT) code associated with each service provided; and
- Client-identifying data as defined by SHHP.

Details on each payment made to an insurer on behalf of a client, including:

- Service period for which payment is rendered;
 - Date of payment;
 - Amount of payment;
 - Payment type classification (e.g. partial premium payment, full premium payment, etc.) as defined with guidance from SHHP;
 - Insurance type classification (e.g. Medicare, group-sponsored, Marketplace, etc.) as defined with guidance from SHHP; and
 - Client-identifying data as defined by SHHP.
2. Maintain financial documentation to support each payment made, including:
- Explanation of Benefits;
 - HCFA-1500, other claim forms or invoices as submitted by provider;
 - Premium invoices; and
 - Any other documentation such as but not limited to, authorization letters from SHHP, treatment plans.

E. All Hazards Response and Continuing Operations Plan Requirements

Contractor shall:

- Have detailed All Hazards Response and Continuing Operations plans that will maintain treatment access for clients through emergencies.

F. Transition Plan Requirements

Contractor shall:

- Have a detailed transition plan that will successfully transition Contractor activities upon termination of the Contract without interrupting services to clients.

G. Technical Requirements

1. Stakeholder Communication and Workflow Requirements

The Contractor is responsible for:

- Coordinating and communicating with Louisiana-based health insurance providers (such as providers on the FFM, Medicare Parts C and D providers, dental and/or vision providers, etc.), employer-based insurance plan administrators, COBRA administrators and medical provider billing offices.
- Maintaining workflow processes between medical care providers, health insurance providers, HIP members, community partners, SHHP/LA HAP personnel and the Contractor to achieve 1) timely payment of insurance premiums, 2) timely payment of eligible cost-shares, and 3) timely payment of visit and administration costs for designated ADAP formulary medications. The detailed workflow processes should include timelines for specific accomplishments, as well as flowcharts or other visual presentations of the process.
- Maintaining a mechanism by which communication with health insurance companies, medical care providers, employer-based plan administrators and HIP members will occur in order to resolve



specific member issues, inform them of significant events and/or advise of changes to the coverage options.

- Developing methods of conducting outreach to medical, dental, and vision providers in order to increase the network of providers willing to work with and appropriately bill HIP on members' behalf.
- Maintain plans and activities to support quality assurance and continuous quality improvement; this includes (but is not limited to) reviewing the quality of services provided, surveying clients about their experience(s), documenting the error rate of specific tasks, assessing staff productivity, and collaborating with SHHP to document client health outcomes.

2. Data and Security Requirements

Contractor will be required to transmit all data, which is relevant for analytical purposes to LDH on a regular schedule in Extensible Markup Language (XML), Comma-Separated Values (CSV), or other format to be determined by LDH based on collaboration between both parties. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of the Department related to the data being transmitted. Electronic files for this purpose will be transmitted via Secure Shell (SSH) File Transfer Protocol (SFTP) to the Department. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.

- Contractor is responsible for procuring and maintaining hardware and software resources the Contractor proposes using to successfully perform the services detailed in this Scope of Work (SOW). The databases (data) required by LDH to be used in the operation of a statewide Treatment Access Program will be provided to the Contractor by the SHHP, and training will be available for both new and current staff on the appropriate and accurate use of these resources.
- Contractor shall adhere to State of Louisiana Information Security Policy ver. 1.03 (<https://www.doa.la.gov/media/wvmhsr1r/informationsecuritypolicy-v-1-0-3.pdf>), federal regulations and guidelines, as well as, industry standards and best practices for systems or functions required to support the requirements listed in the SOW.
- Unless explicitly stated to the contrary, Contractor is responsible for all expenses required to obtain access to LDH systems or resources, which are relevant to successful completion of the requirements listed in the SOW. Contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources, which are relevant to the successful completion of the requirements. Such expenses are inclusive of hardware, software, network infrastructure and any licensing costs.
- Any confidential information must be encrypted to Federal Information Processing Standards (FIPS 140-2 (nist.gov), <https://csrc.nist.gov/files/pubs/fips/140-2/upd2/final/docs/fips1402.pdf>) when at rest or in transit. For more information, reference the State of Louisiana Information Security Policy ver. 1.03, Encryption section.
- 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).
- Contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from the LDH and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards and State of Louisiana Information Security Policy ver. 1.03, Encryption section.



- All Contractor utilized computers and devices must:
 - A. Be protected by industry standard virus protection software which is automatically updated on a regular schedule. For more information, reference the State of Louisiana Information Security Policy ver. 1.03, Antivirus section.
 - B. Have installed all security patches which are relevant to the applicable operating system and any other system software. For more information, reference the State of Louisiana Information Security Policy ver. 1.03, Configuration Management, Vulnerability section.
 - C. Have encryption protection enabled at the Operating System level. For more information, reference the State of Louisiana Information Security Policy ver. 1.03, Encryption section, NIST SP 800-111.

H. Project Requirements

The terms and execution of the Contract will be monitored by:

Health Insurance Program Coordinator or their designee
Louisiana Department of Health
Office of Public Health STD/HIV/Hepatitis Program
1450 Poydras Street, Suite 2136
New Orleans, LA 70112

All deliverables including reports, requests for information and other items shall be submitted to the Health Insurance Program Coordinator.

I. Personnel Qualifications

Contractor shall:

1. Maintain qualified and trained staff with the necessary experience and skillset to effectively meet the needs of members served and manage projects of this type.
2. Insure that all staff are proficient with accessing and utilizing web-based data systems, and have at least an intermediate knowledge of Microsoft Word and Excel. Contractor's employees' ability to stratify, manipulate and analyze data is desirable.

J. Communication

Contractor shall:

At a minimum, maintain bi-monthly telephone participation in the SHHP Services Unit meetings to provide and learn of statewide and program specific updates and information. Schedule monthly meetings with the SHHP HIP Coordinator to review and discuss program objectives, staff concerns and general contract performance.

Participate in and/or present reports at relevant SHHP meetings, including but not limited to, relevant Clinical Quality Improvement (CQI) Steering Committee and sub-committee meetings; statewide conference calls, webinars or trainings; quarterly monitoring meetings; SHHP Services Unit meetings; other relevant HIV planning meetings; and the annual Monitoring Site Visit which must occur each year between April 1st and March 31st of the following year.

VI. Location/Hours of Operation

Contractor shall:

1. Maintain a physical business location in the State of Louisiana and
2. Maintain minimum hours of operation of 8:00am-5:00pm CT.

VII. Performance Requirements

Reports shall be submitted according to the timeframes outlined in the SOW document.



Contractor shall provide access to documentation, records, premises and staff as deemed necessary by SHHP to monitor performance.

In some cases, the actual damage to State as a result of the Contractor's failure to meet specific deliverables or other material obligations as set forth herein are difficult or impossible to determine with precise accuracy. Therefore, the parties agree that the State may assess liquidated damages as set forth below; provided that the State has given the Contractor written notice thereof and an opportunity to cure in accordance with the terms as set forth below.

Requirement	Liquidated Damages
Contractor must fill vacant contractually required positions (Refer to Operations Requirements) within 30 calendar days.	A \$100 per business day charge to the Contractor may be imposed for each day beyond the 30 th calendar day that an essential position remains vacant.
Contractor must render all eligible premium payments in a timely fashion to prevent loss of coverage for clients.	A \$500 charge per business day to the Contractor may be imposed for any insurance policy terminated due to negligent non-payment by the Contractor until the required coverage is obtained, including gap coverage suitable to fully insure the State during the lapsed period

A. Performance Measurements

Contractor shall abide by Service Level Agreements listed below for SHHP, clients served, and Stakeholders.

Deliverables to SHHP

1. Payment of premiums
 All premiums made on behalf of clients will be paid by the 1st of each month.
2. Delivery of reports
 All required reports will be available to SHHP staff by the 15th day after the reporting month or quarter. Reports included:
 - a. Quarterly provider education metrics report.
 - b. Monthly status report of any outstanding Programmatic or Operations Requirements, as applicable.
 - c. Monthly Premiums and Claims Report
 - i. Premium payment timeliness report,
 - ii. HIP and ADAP+ claims within 15 days payment status report,
 - iii. Claim rejections report.
 - d. Monthly call center metrics report.
 - e. Monthly expenditures by type and credits/refunds received report.
3. Recertification mailings
 All recertification documents will be mailed to clients by the 15th of each month.
4. Allowable claims
 All claims made on behalf of clients must be for eligible services determined by SHHP.

Deliverables to Clients

1. Phone calls answered
 90% of phone calls will be answered.



2. All voicemails left by clients or providers will be returned within 24 business hours.
3. Claim/premium payment confirmation
All payments made on behalf of clients will be visible on the online portal within seven (7) days of payments.
4. Clients who submit incomplete claims will be contacted within three (3) business days.

Deliverables to Stakeholders

1. Claim payments to providers.
All claims will be paid to providers within 15 business days of receiving the claim information.
2. Provider Education.
Newly utilized providers will be mailed educational material 15 days after enrolment into the Program. Providers who submit incomplete claims will be contacted within three (3) business days.

B. Monitoring Plan

The monitoring tool and the monitor's effort will be to ensure deliverables are met timely and consistently, ensure timely receipt, review, and processing of monthly invoices submitted by Contractor, to ensure any and all reports and narratives required under the agreement are timely provided and received, and to meet with the Contractor to correct deficiencies noted.

Reports shall be provided by email to Contract Monitor in advance of Monthly meetings with SHHP. Regular report review and the Contract Monitor's effort will be to ensure deliverables are met timely and consistently, to ensure all reports and narratives required under the agreement are timely provided and received, and to meet with the Contractor to correct deficiencies noted.

On an annual basis, SHHP will conduct a Comprehensive Administrative and Fiscal site visit based on the relevant National Monitoring Standards for Ryan White Part B Grantees and the SOW following SHHP's Louisiana Ryan White Part B and HOPWA Monitoring Site Visit Procedure.



Attachment D, RFP Evaluation Plan

I. Initial Responsiveness

Proposals will be reviewed for completeness and initial responsiveness. Proposals omitting required documents or responses may be rejected in accordance with Attachment A, Standard RFP Terms and Conditions.

II. Mandatory Minimum Requirements

Not applicable to this RFP

III. Technical Factors

Proposals meeting or exceeding the Mandatory Minimum Requirements will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred. The following Technical Criteria are of importance and relevance to the evaluation of this RFP and will be used by the State Evaluation Committee in the evaluation of the technical proposal:

Factor	Points Possible
Company Background and Experience	23
Proposer Approach and Methodology	30
Proposed Staff Qualifications	10
Technical Total:	63

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

IV. Cost

Financial Proposals for proposals not rejected following evaluation of Technical Criteria will be evaluated. The following financial criteria will be evaluated: Total Annual Cost for three (3) years.

Prices proposed by the Proposers shall be submitted on the Price Schedule. The Price Schedule is available on the RFP Website by clicking References in the Financial Proposal section. Prices proposed shall be firm.

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

A Proposer's computed cost score will be based on the cost information provided in Price Schedule Attachment and computed as follows:

$$CCS = (LPC/PC \times FPP)$$

- Where:
- CCS = Computed cost score (points) for Proposer being evaluated
 - LPC = Lowest proposed cost of all Proposers
 - PC = Total cost of Proposer being evaluated
 - FPP = Financial Proposal Points



V. Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.

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

Proposer Status and Allotment of Reserved Points

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

VI. Evaluation Summary

Stage	Points Possible
Technical Criteria Evaluation	63
Cost Evaluation	25
Veteran and Hudson Initiative Evaluation	12
Total:	100

VII. Award Selection

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



Attachment E, Sample Contract

Contract

Be it known, that effective upon approval by the Office of State Procurement, as evidenced by the Director's, or designee's, signature on this document, the Louisiana Department of Health (hereinafter sometimes referred to as "State") and _____ (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract under the following terms and conditions.

1.0 Term of Contract

This Contract shall begin on _____ and shall end on _____ unless otherwise terminated in accordance with the Termination provisions of this Contract.

At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for up to an additional 24 months at the same prices, terms, and conditions. Total contract time may not exceed 60 months.

Prior to the extension of the contract beyond a 36 month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the 36 month term.

2.0 Statement of Work

Contractor hereby agrees to furnish the following services as detailed in the **Statement of Work** attachment.

3.0 Acceptance of Deliverables

The contract will be considered complete when Contractor has delivered and the Office of Public Health has accepted all deliverables specified in Scope of Work.

4.0 Payment Terms

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

Payment will be made only upon approval of Program Director, STD/HIV/ Hepatitis Program.

Contractor will pay client premiums, co-pays, deductibles and cost shares directly to insurers and providers, as part of its administrative services. Contractor will be reimbursed for the premiums and cost shares as pass-through costs and will be paid a percentage of this cost for administrative services provided through this Contract.

A retainage fee of ten percent (10%) shall be withheld from each approved invoice pending successful completion of the contract. Upon satisfactory completion of all tasks contained in the Statement of Work, retained funds will be paid to the Contractor.



4.1. Late Payments

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

4.2. Prohibition Against Advance Payments

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law or otherwise stated herein.

5.0 Taxes

The Contractor agrees that all applicable taxes are included in the Pricing Schedule Attachment to this Contract. State agencies are exempt from all State and local sales and use taxes.

The Contractor acknowledges that: (1) a LDR tax clearance certificate is required for approval of this contract and (2) Contractor is currently compliant in filing all applicable tax returns and reports, and in the payment of all taxes, interest, penalties, and fees owed to the State. The State reserves the right to withdraw its consent to this contract without penalty and to proceed with alternate arrangements should the Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) business days of such notification.

6.0 Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

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

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

7.0 Termination

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

7.1. Termination for Cause

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



The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Contract, provided that the Contractor shall file a claim with the Chief Procurement Officer under La. R.S. 39:1671 -1673.

7.2. Termination for Convenience

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

7.3. Termination for Non-Appropriation of Funds

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

8.0 Contract Modifications

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

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

9.0 Ownership of Work Product

All data, files, documentation, records, worksheets, or any other related materials obtained, prepared, or developed by the Contractor under this Contract are the property of the State. If applicable, all software and customizations developed under this Contract are the property of the State. Contractor, at its expense, shall deliver this property to the State at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the State.

10.0 Record Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State. Contractor, at its expense, shall return this property to the State at the termination or expiration of this Contract, unless otherwise required by this Contract. Delivery of this property shall be in a form specified by the State.

11.0 Use of State Property

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

The Contractor shall be responsible for any loss or damage to property of the State and/or Using Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on



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

The Contractor shall surrender to the State and/or Using Agency all property of the State and/or Using Agency prior to completion, termination, or cancellation of this Contract, unless otherwise specified herein. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

12.0 State Project Manager

State shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

13.0 Waiver

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

14.0 Warranties

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

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

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

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

15.0 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.



16.0 Liability and Indemnification

16.1. Contractor Liability

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

16.2. Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

16.3. Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

16.4. Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

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



16.5. Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

16.6. Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

17.0 Insurance

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

The Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this contract in accordance with the Insurance Requirements for Contractors Attachment. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as specified shown in the Insurance Requirements for Contractors Attachment for the full term of the Contract. Failure to comply shall be grounds for termination of the Contract.

18.0 Licenses and Permits

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract, if applicable.

19.0 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.

20.0 Subcontractors

The Contractor may, with prior written permission from the State and/or Using Agency, 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 Using 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.

21.0 Substitution of Personnel

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of



qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

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

22.0 Assignability

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

23.0 Code of Ethics

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

24.0 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 the contract, or which become available to the Contractor in carrying out the 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 this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of Louisiana Department of Health (LDH).



25.0 Contract Controversies

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

26.0 Right to Audit

The State Legislative auditor, federal auditors and internal auditors of the Louisiana Department of Health (LDH), Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this Contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Records shall be made available during normal working hours for this purpose.

27.0 Data/Record Retention

Contractor and subcontractor shall retain all their books, their records, and their other documents relevant to this Contract and the funds expended hereunder for five years after final payment or, if Federal funds are used, as required by applicable Federal law, whichever is longer.

28.0 Sanitization of State Data/Records in Contractor's Custody

Contractor shall sanitize all State data and records in compliance with NIST SP 800-88 Rev 1, and any future revisions thereto, unless a specific alternative is approved in writing by the Louisiana DOA OTS Information Security Team. Contractor shall provide quarterly a Certificate of Sanitization to the Using Agency's contract monitor.

29.0 Contractor's Certification of No Federal Suspension or Debarment

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

30.0 Contractor's Cooperation

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

31.0 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <https://www.doa.la.gov/doa/ots/about-us/infosec/>.

Contractor is responsible for promptly reporting to the State any known breach of physical or information security.

31.1. Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information



technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

32.0 Commencement of Work

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

33.0 Compliance with Civil Rights Laws

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

34.0 Anti-Kickback Clause

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

35.0 Clean Air Act

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

36.0 Energy Policy and Conservation Act

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



37.0 Clean Water Act

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

38.0 Anti-Lobbying and Debarment Act

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

39.0 Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Contract.

40.0 Prohibited Use of Funds

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.

41.0 E-Verify

The Contractor shall comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

42.0 Headings

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

43.0 Governing Law

This Contract shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code); purchasing rules and regulations; executive orders; terms and conditions; and specifications listed in the RFP and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to all activities associated with this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.



44.0 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.

45.0 Order of Precedence

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

IN WITNESS WHEREOF, the parties have executed this Contract.

CONTRACTOR SIGNATURE:

By:

Name:

Title:

Date:

LOUISIANA DEPARTMENT OF HEALTH SIGNATURE:

By:

Name:

Title:

Date:

Office of State Procurement Approval:

By:

Title:

Date:



Insurance Requirements for Contractors Attachment

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

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

2. Commercial General Liability

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

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employers Liability Coverage

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

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall



comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any Contract renewal or insurance policy renewal thereafter.

The Certificate Holder Shall be listed as follows:

State of Louisiana
1201 N 3rd St, Baton Rouge, LA 70802
Contract #:

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any

**Request for Proposals for
Health Insurance Program for People living with HIV**

Solicitation Number Doc696720006



circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.



Attachment F, Protest Information

This attachment is intended to provide Proposers with an overview of the State's protest law, procedures, and requirements, which may be updated and amended without notice. Proposers filing a protest are wholly responsible for locating, understanding, and complying with protest law, procedures, and requirements in effect at the time of the protest.

Any person aggrieved in connection with this RFP or the specifications contained therein has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of State Procurement at least two (2) days prior to the proposal opening date.

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



Attachment G, Hard Copy Proposal Submittal

I. Hard Copy Proposal Submittal

- A. Proposers with the inability to submit their proposal electronically may submit their proposal via Hard Copy to the Office of State Procurement.
- B. The Financial Proposal should be sealed separately from the Technical Proposal and should be clearly marked as "Financial Proposal". The Technical and Financial Proposals may be submitted in the same package.
- C. Proposals may be mailed or delivered by hand or courier service to the Office of State Procurement physical location at:

Office of State Procurement
Claiborne Building
1201 North 3rd St.
Suite 2-160
Baton Rouge, LA 70802
- D. Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.
- E. Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.
- F. **Important:** Clearly mark outside of envelope, box or package with the following information:
 - 1. Proposal Name
 - 2. Solicitation Number
 - 3. Proposal opening date and Time

II. Number of Copies of Hard Copy Proposals

- A. The Proposer shall submit one (1) signed, hard copy of the proposal containing signature(s) of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization and one (1) original copy of the Financial Proposal which should be packaged and sealed separately from the Technical Proposal and marked as Financial Proposal. All should be clearly marked "original".
- B. The Proposer should submit one (1) USB flash drive containing all parts from Attachment H, Proposal.
 - 1. All parts should be saved as individual files in Microsoft Word or portable document format (.pdf).
 - 2. All subparts of Part 2: Technical Proposal should be saved as individual files.
 - 3. All individual files should be clearly labeled with the part or subpart.
 - 4. The Financial Proposal should be saved in Microsoft Excel format.
 - 5. A redacted copy of the proposal, if applicable, should be saved in portable document format (.pdf).

III. Hard Copy Proposal Response Format

- A. Hard Copy Proposals submitted for consideration should use the forms in Attachment H, Proposal.



IV. Proposal Changes Prior to Proposal Opening

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

V. Withdrawal of Proposal Prior to Proposal Opening

- A.** A Proposer may withdraw a proposal that has been submitted at any time up to the proposal opening date. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the designated contact person at the Office of State Procurement.



Attachment H, Proposal

Part 1: Proposer Information, Acknowledgements, and Certifications

I. PROPOSER INFORMATION

- A. **Company's Full Legal Name:**
- B. **Primary Business Address:**
- C. **Federal Tax Identification Number:**
- D. **Entity Type:**
 - Sole Proprietorship
 - Partnership
 - Limited Liability Company
 - Corporation

II. BUSINESS DETAILS

- A. **Company Website.** Provide a URL for your company's website.
- B. **Company History.** Provide a brief history of your company, including the year of its founding and any material acquisitions or mergers in which it has been involved.
- C. **Company Size.** Identify the number of employees working for your company.
- D. **Ownership Structure.** Describe your company's ownership structure.
- E. **Litigation.** List all claims of non-performance or breach from customers in excess of \$5,000, including all pending litigation matters (including civil, criminal, or appellate) or criminal convictions in the past five (5) years for the company and all principals. Attach an additional document if necessary.

III. PROPOSAL CONTACT

The Proposal Contact must be able to respond timely to communications from the State. Proposer must, within 24 hours, notify the State of any change to Proposer's Proposal Contact.

- A. **Proposal Contact Name:**
- B. **Proposal Contact Title:**
- C. **Proposal Contact Email:**
- D. **Proposal Contact Phone Number:**

IV. COMPANY FINANCIAL INFORMATION

The Proposer should provide with their proposal response financial information that will allow the State to ascertain the financial stability of the firm.

If a public company, the Proposer should provide their most recent audited financial report.



If a private company, the Proposer should provide a copy of their most recent internal financial statement and a letter from their financial institution on the financial institution's letterhead, stating the Proposer's financial stability.

V. ACKNOWLEDGEMENTS AND CERTIFICATIONS

By signing below and submitting a response to this RFP, Proposer acknowledges and certifies the following:

A. Debarment. (Check one of the below.)

- Neither Proposer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency.
- Proposer cannot certify the statement above, and Proposer will affix a written explanation to this attachment for review by the State. If after reviewing Proposer's written explanation the State determines it is not in the best interest of the State to award Proposer a Contract, the State may reject Proposer's proposal.

B. Federal Suspension or Debarment.

1. By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

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

C. Non-collusion.

1. This proposal has been developed independently by Proposer and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Proposer or supplier of Product in a manner designed to limit fair and open competition.
2. The contents of this proposal have not been communicated by Proposer or its employees or agents to any person not an employee or agent of Proposer and will not be communicated to any such persons prior to the proposal opening date.

D. Data Disclosure to Foreign Governments. (Check one of the below.)

- Proposer is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments.
- Proposer cannot certify the statement above, and Proposer will affix a written explanation to this attachment for review by the State. If after reviewing Proposer's written explanation the State determines it is not in the best interest of the State to award Proposer a Contract, the State may reject Proposer's proposal.

E. Discriminatory Boycotts of Israel.

1. In accordance with La. R.S. 39:1602.1, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five (5) or more employees.



2. By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

F. Conflicts of Interest. (Check one of the below.)

- Proposer represents that none of its officers or employees are officers or employees of the State and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the State.
- Proposer cannot certify the statement above, and Proposer will affix a written explanation to this attachment for review by the State. If after reviewing Proposer's written explanation the State determines it is not in the best interest of the State to award Proposer a Contract, the State may reject Proposer's proposal.

G. Tax Clearance. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue (LDR) must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with La. R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any Contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any Contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

H. Confidential, Proprietary, or Protected Information. As set forth in Attachment A, Standard RFP Terms and Conditions, if Proposer is claiming any portion of its proposal as confidential, proprietary, or protected, Proposer must complete the required sections of Part 6, Claim of Business Confidentiality, and submit with Proposer's proposal a redacted copy of Proposer's proposal, which must be clearly marked as such. Proposer may not mark pricing or Proposer's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Proposer as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Proposer fails to submit a redacted copy of Proposer's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Proposer releases the State from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

I. Understanding of the RFP. Proposer has read the RFP in its entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing the RFP and any issues relating to the content of the RFP, including instructions, requirements, or specifications Proposer believes to be ambiguous, unduly restrictive, erroneous, anticompetitive,



or unlawful, have been brought to the attention of the State using the process described in the RFP for asking questions or, if applicable, by filing a protest.

- J. **Acceptance of Procedures.** Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.

SIGNATURE

The undersigned is one of the following:

1. The Proposer, if Proposer is an individual;
2. A partner in the company, if Proposer is a partnership; or
3. An officer or employee of the responding corporation having authority to sign on its behalf, if Proposer is a corporation.

By signing below, the undersigned warrants that the representations made and the information provided in Proposer's proposal are true, correct, and reliable for purposes of evaluation for a potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the undersigned, Proposer, or both to suspension or debarment proceedings, as well as other remedies available to the State by law, including termination of any Contract awarded to Proposer.

PROPOSER:

Signature

Date

Printed Name

Title

Email Address

Phone Number



Part 2: Technical Proposal

Proposer must provide complete and succinct responses to each item below. **Insert your responses into this worksheet directly below each question or prompt.** While supplementary marketing materials are neither requested nor desired, Proposer should provide all information necessary to demonstrate Proposer's ability to meet the requirements of this RFP and the RFP's Scope of Work.

Subpart A: Use of Subcontractors

Check one of the following:

- Proposer intends to enter into subcontractor arrangements. Proposer will complete the subcontractor worksheet found on the RFP Website by clicking References in the Use of Subcontractors section.
- Proposer does not intend to enter into subcontractor arrangements.



Part 2: Technical Proposal

Subpart B: Company Background and Experience

- 1) Proposer should provide a brief description of their company including history of the company, organizational structure, and years providing administrative and fiduciary services pertaining to benefits management (i.e., medical and health insurance).

- 2) Proposer should demonstrate the Proposer's firm has a record of prior successful experience in the implementation of the services similar to the services sought through this RFP. Proposer 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.

- 3) Proposers should clearly describe their ability to meet or exceed the requirements outlined in the Attachment C, Scope of Work, Section V. Detailed Requirements.

- 4) Proposer should provide at least three (3) client references. The Proposer shall provide Exhibit I - Reference Response Request Form to current or previous clients with a similar scope of work. The Proposer's client references shall email the completed form to the Contact Person for this RFP. The completed form shall be received by the Proposal Opening Date and Time to be considered. The Proposer should:
 - a. Confirm that they have provided a copy of the Reference Response Request form to Proposer's client references,
 Yes
 No

 - b. Ensured the client references are aware of deadlines, and
 Yes
 No

 - c. Requested the client references to provide timely responses.
 Yes
 No



Exhibit I - Reference Response Request Form
RFP for Health insurance for People Living with HIV
Doc696720006

The Proposer shall complete their name and forward the Reference Response Request Form to the reference responder. The reference responder shall email the completed form to the RFP Contact Person listed below. The completed form shall be received by the Due Date to be considered.

Reference Response Request Form Due Date is **March 21, 2024 at 10:00am CT**

Proposer's Name: _____

Please complete the following form and e-mail the completed form directly to Sterling Colomb at Sterling.Colomb@la.gov.

Reference Organization Name: _____

Person Responding to this Reference Request Form:

Signature: _____

Name and Title: _____

Telephone: _____ Email: _____

Type of Products/Services/Work provided by Proposer:

When were Products/Services/Work provided and approximate dollar values?

Note: Complete the questions on following pages for the products/services/work described above. Feel free to add additional pages, if more space is needed for comments.



Reference Satisfaction Factors

Scoring System: 0=Not Applicable, 1=Very Dissatisfied, 2=Dissatisfied, 3=Satisfied, 4=Very Satisfied

Score	Factor
	<p>A. The Proposer’s Project Management Staff are knowledgeable, skilled, trustworthy, and balanced in terms of being task-oriented and person-oriented.</p> <p>Comments:</p>
	<p>B. The Proposer’s Project Program Subject Matter Expert Staff are knowledgeable, skilled, trustworthy, and balanced in terms of being task-oriented and person-oriented.</p> <p>Comments:</p>
	<p>C. The Proposer’s Project Technical Staff are knowledgeable, skilled, trustworthy, and balanced in terms of being task-oriented and person-oriented.</p> <p>Comments:</p>
	<p>D. In retrospect, the Proposer is one that we are glad we worked with.</p> <p>Comments:</p>
	<p>E. In the future, the Proposer is one that we would like to work with again.</p> <p>Comments:</p>

Please provide the following:

Please provide additional details on previous contracts, year and amount of funds managed and administered.

Additionally, the State of Louisiana might consider the following advice or general observations regarding the Proposer.

Please attach any documentation (e.g. commendation correspondence, warning correspondence, sample work product, lessons learned, QA or audit findings, etc.) that may provide additional insight into Proposer’s performance.



Part 2: Technical Proposal

Subpart C: Approach and Methodology

- 1) Proposer should describe the Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the State.

- 2) Proposer should define its functional approach in providing the services listed in the RFP and identifying the tasks necessary to meet the requirements.

Proposals should include enough information to show that the Proposer has the appropriate experience, knowledge and qualifications to perform the services describe in the Scope of Work.

- 3) Proposer should provide a Project Work Plan that reflects the approach and methodology the Proposer intends to use in achieving each objective of the project as outlined in the Scope of Work. Proposal should include Timeless, adaptability and accuracy in payment system, Successful internal and external relationships, workflows and outreach mechanisms, and Data security and all Hazards Response.

- 4) Proposer should provide innovative concepts, if any, for the State's consideration. Innovative concepts may include new methods, tools, or technology used in performing services that provide value to the State or enhance efficiency of the program. The Proposer should also provide any other information that may be relevant but was not specifically requested. This is an opportunity for the Proposer to demonstrate original or creative ideas.



Part 2: Technical Proposal

Subpart D: Proposed Staff Qualifications

- 1) Proposer should provide detailed resumes for each key personnel (including subcontractors), include all experience and qualifications. Proposer should highlight any Ryan White or AIDS Drug Assistance Program (ADAP) experience.

The resume should include education, training, any applicable certifications, technical experience, functional experience, experience on previous and current projects of similar scope and size (include specific dates and responsibilities).

- 2) Proposer should provide 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.
- 3) Proposer should provide evidence that the proposed key personnel meet or exceed the qualifications listed in the Attachment C, Scope of Work, Section V.I. Personnel Qualifications.



Part 3: Financial Proposal

Proposer must complete all required elements of this Financial Proposal. The format and structure of the Financial Proposal is intended to allow for a fair evaluation of like costs among Proposers. Deviation from the format or structure of this Financial Proposal may result in Proposer's proposal being deemed non-responsive.

Proposer is wholly responsible for ensuring figures and calculations submitted in Proposer's completed Financial Proposal are accurate, even if formulas have been provided by the State as a courtesy.

Inclusion of cost or pricing information in any document other than this Financial Proposal may result in Proposer's proposal being deemed non-responsive.

Proposed Costs

The Financial Proposal will consist of a Price Schedule. The Price Schedule is available on the RFP Website by clicking References in the Financial Proposal section.



Part 4: Veteran Initiative and Hudson Initiative Programs

Check one or more of the following, as applicable:

- Proposer is a certified **Veterans Initiative** small entrepreneurship.
- Proposer is a certified **Hudson Initiative** small entrepreneurship.
- Proposer will engage the participation of one (1) or more certified small entrepreneurs as subcontractor(s). Proposer will complete the subcontract worksheet with each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points.
- Proposer is not a certified Veterans Initiative or Hudson Initiative small entrepreneurship.



Part 5: Proposed Modifications to Sample Contract

The State may, but is not obligated to, consider proposed modifications to Attachment E, Sample Contract.

Provisions of the Sample Contract that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the State using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the State.

Proposer-specific modifications to the Sample Contract may be proposed as part of Proposer's proposal in this part but are **strongly discouraged**. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Proposer's proposal is conditioned, may result in Proposer's proposal being deemed non-responsive.

Proposer's Proposed Modifications. (Check one of the below.)

- Proposer has no proposed modifications to Attachment E, Sample Contract.
- Proposer proposes the modifications set forth in the table below and **will submit with Proposer's proposal a redlined copy of Attachment E, Sample Contract** incorporating each proposed modification. Proposer understands, acknowledges, and agrees to comply with the following:
 - The following will not be considered by the State:
 - Any proposed modification not submitted in this attachment;
 - Any proposed modification not accompanied by an explanation as required in this attachment;
 - Any proposed modification not reflected in redlined edits to the Sample Contract and submitted with Proposer's proposal;
 - Any proposed modification merely referencing another document or a URL; and
 - Any proposed modification to the following non-negotiable contract terms: Taxes, Assignability, Right to Audit, Compliance with Civil Rights Laws, Data/Record Retention, Complete Contract, Order of Precedence, Contract Modification, Governing Law, Contract Controversies, and Termination for Non-Appropriation of Funds.
 - Proposers may propose additional terms but must include them in this attachment and must clearly identify where any terms conflict with the Sample Contract.
 - Each of the following fields **must** be completed for each proposed modification to the Sample Contract:
 - **Sample Contract Section Reference:** The page, section, or paragraph in the Sample Contract that is the subject of Proposer's proposed modification.
 - **Sample Contract Language:** The language in the Sample Contract that the Proposer is proposing to modify.
 - **Proposed Changes and Alternate Language:** The Proposer's proposed changes to the Sample Contract language including, if applicable, Proposer's proposed alternate language.
 - **Justification for Proposed Change:** Proposer's justification for the proposed change.
 - **Risk and Benefits of Acceptance:** Proposer's analysis of the risk and benefits to the State—including quantifiable costs or cost savings—if Proposer's proposed change is accepted by the State.

Request for Proposals for
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Sample Contract Section Reference	Sample Contract Language	Proposed Changes and Alternate Language	Justification for Proposed Change	Risk and Benefits of Acceptance

{Add additional rows as needed.}



Part 6: Claim of Business Confidentiality

Proposer’s Claims of Business Confidentiality. (Check one of the below.)

- Proposer is not claiming any information within Proposer’s proposal as confidential, proprietary, or protected. (Check box and skip to SIGNATURE section below.)
- Proposer claims the information set forth in the table below as confidential, proprietary, or protected and **will submit with Proposer’s proposal a redacted copy of Proposer’s proposal**, which must be clearly marked, redacted and blacked out as such. Proposer understands, acknowledges, and agrees to comply with the following:
 - Each of the following fields **must** be completed for each claim asserted by Proposer:
 - **Proposal Section Reference:** The page, section, or paragraph in Proposer’s proposal containing the information claimed to be confidential, proprietary, or protected.
 - **Confidential Information:** A description of the information claimed to be confidential, proprietary, or protected.
 - **Basis for Claim and Explanation:** The basis for Proposer’s claim and explanation of how the information claimed to be confidential meets the basis for the claim.
 - Proposer shall mark each page containing confidential, proprietary, or protected information as “CONFIDENTIAL”.
 - **Proposer may not mark pricing or Proposer’s entire proposal as confidential, proprietary, or protected.**

Proposal Section Reference	Confidential Information	Basis for Claim and Explanation

{Add additional rows as needed.}

Request for Proposals for
Health Insurance Program for People living with HIV

Solicitation Number Doc696720006



Signature

By signing below, the undersigned certifies under penalty of perjury that the representations made and the information provided herein are true and correct and may be relied upon by the State for purposes of determining the validity of Proposer's claim(s). Proposer understands that submission of a Claim of Business Confidentiality does not guarantee that information claimed by Proposer as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable laws, including, but not limited to, Louisiana Public Records Law. Proposer further agrees that if Proposer fails to submit a redacted copy of Proposer's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Proposer releases the State from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

PROPOSER:

Signature

Date

Printed Name

Title

Email Address

Phone Number



Part 7: Electronic Vendor Payment Solution

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

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

For all statewide and agency term contracts:

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

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov.

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

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

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual