

**REQUEST FOR PROPOSALS**  
**for**  
**Genetic Testing Services for DCFS**  
**Issued by**  
**STATE OF LOUISIANA**  
**Office of State Procurement**



**SOLICITATION NUMBER** **Doc1156795171**

**RFP WEBSITE:** <https://discovery.ariba.com/rfx/21695482>



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## Table of Contents

RFP Overview.....	3
Attachment A, Standard RFP Terms and Conditions.....	7
Attachment B, Special RFP Terms and Conditions .....	15
Attachment C, Scope of Work .....	18
Attachment D, RFP Evaluation Plan.....	40
Attachment E, Sample Contract .....	43
Attachment F, Protest Information .....	64
Attachment G, Hard Copy Proposal Submittal .....	65
Attachment H, Proposal .....	67



## 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 Genetic Testing Services.

The State intends to award to up to two Proposers. The final number of Contracts awarded is within the sole discretion of the State

### II. General Information and Instructions

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

Samuel Miller  
State Procurement Analyst  
State of Louisiana Office of State Procurement  
[Samuel.miller@la.gov](mailto:Samuel.miller@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/21695482> 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	11/25/2024	
Deadline to submit questions	12/6/2024	
Proposal opening date (Proposal submission deadline)	1/7/2025	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](mailto: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, Scope of Work and Term of Contract and Attachment C, **Scope of Work**; and
  - e. Includes all required submissions identified in Section IV, Proposer Response.
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, **Hard Copy Proposal Submittal**.

#### **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 03/01/25 and to end on or about 02/29/28, 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 two 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 the 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, Proposers 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; and
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 9:45 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 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 this 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** 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** 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 this 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 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 this 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 this 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 this 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 the 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 this 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. Contract Negotiations.**

1. This 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 "Notice of 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 this 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 30 days or if the selected Proposer fails to sign the Contract within seven calendar days of delivery of it, the State may elect to cancel the award and award the Contract to the next most advantageous responsible Proposer.
5. OSP must approve the final Contract to complete the process.

**T. 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 this 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. **AABB** means the American Association of Blood Banks which is a professional, non-profit organization established in 1947. The organization is dedicated to the education, formulation of standards, policy and other facets of transfusion medicine. AABB sets standards for blood banks and transfusion services, designed to ensure the highest levels of quality and safety for patients and donors at all times. AABB also accredits blood banks and transfusion services that meet these high standards.
- B. **ADABAS** means "adaptable database system." It is a database package that was developed by Software AG to run on IBM mainframes. It was launched in 1971 as a non-relational database. As of 2019, ADABAS is marketed for use on a wider range of platforms, including Linux, Unix, and Windows.
- C. **AG** means Software AG's Natural programming language, which is a tool for mainframe development.
- D. **CAP** means the College of American Pathologists.
- E. **CICS** means Customer Information Control System. It is a family of mixed-language application servers that provide online transaction management and connectivity for applications on IBM mainframe systems.
- F. **CP** means Custodial Parent, the parent/guardian who lives with a child and who is, or is alleged to be, legally entitled to child support.
- G. **CSE** means Child Support Enforcement, Louisiana's Child Support Agency.
- H. **CW** means Child Welfare.
- I. **DCFS** means The Department of Children and Family Services.
- J. **DHL** means Dalsey Hillblom Lynn, a logistics company providing courier, package delivery and express mail service.
- K. **FFY** means Federal Fiscal Year.
- L. **Genetic Testing** means testing for the purpose of determining paternity. It includes, but is not limited to, the collection and analysis of blood, saliva and or tissue samples.
- M. **IV-D** means a case receiving services under Title IV-D of the Social Security Act, which may be originated by FITAP, IV-E, or Medicaid referrals, or by application for services or interstate referral.
- N. **IV-E** means a case receiving services under Title IV-E of the Social Security Act.
- O. **LASES** means Louisiana Automated Support Enforcement System, the mainframe computer application system used by Louisiana for child support.
- P. **NCP** means Non-Custodial Parent, the parent who does not have custody of the minor child.
- Q. **Occurrence** means a loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts.
- R. **PCR** means Polymerase Chain Reaction.
- S. **PEP** means Paternity Establishment Percentage, which is the ratio that the total number of minor children who have been born out-of-wedlock and for whom paternity has been established or acknowledged during the fiscal year, bears to the total number of children born out-of-wedlock during the preceding fiscal year.
- T. **PI** means Paternity Index, which is a calculated value generated for a single genetic marker or locus (chromosomal location or site of DNA sequence of interest) and is associated with the statistical strength or weight of that locus in favor of or against parentage given the phenotypes of the tested participants and the inheritance scenario.
- U. **Program** means the divisions of Department of Social Services. i.e., Office of Family Support (OFS), Support Enforcement Services (SES), Temporary Assistance for Needy Families (TANF), Food Stamps, Office of Community Services, and Louisiana Rehabilitation Services.
- V. **UIFSA** means Uniform Interstate Family Support Act





**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) 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: <https://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: <https://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/hudson-se-veteran-initiatives/>.
- J. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>.
- K. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_req](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**

The Contractor shall provide the service of genetic testing to aid in the establishment of paternity for all Child Support and Child Welfare cases in Louisiana, which require genetic testing as a condition of paternity establishment. Persons subject to testing may include, but are not limited to, the child, the mother, and the alleged father.

### **II. Goals and Objectives**

In order to ensure compliance with federal directives, the Contractor will perform genetic tests upon referrals from Child Support Enforcement (CSE), Child Welfare or contract District Attorneys. These paternity tests shall be completed in a timely fashion and accurately established in accordance with current state law and the provisions of the Contract.

The Contractor must have the capability to electronically transfer file data for purposes of automating the scheduling, test results reporting and billing process so that Department of Children and Family Services (DCFS) can obtain and access information via a secure website.

### **III. Background**

#### **Child Support Enforcement**

Federal Regulations 45 CFR § 305.2 (a) (1) provides guidance regarding federal Paternity Establishment Performance requirements for genetic testing services in cases which the Department of Children and Family Services, Child Support Enforcement is providing services. Louisiana has chosen the IV-D Paternity Establishment Percentage (PEP). States must achieve certain levels of performance in order to avoid any penalties for poor performance. Louisiana has continued to reach and maintain the 90% PEP standards. In Federal Fiscal Year (FFY) 2023, we exceeded our PEP and reached 95.34% increase.

During FFY 2023, there were 204,825 collection cases, and 24,959 Intake Cases in which CSE collection increased to \$445,181,804. In addition, CSE established 16,760 paternitys during the same period.

#### **Child Welfare Services**

The DCFS / Child Welfare (CW) is a program that works with parents to provide emotional, financial, and medical support for their child or children. DCFS is required to seek permanent connections and resource support for the children and youth entering foster care in the State of Louisiana. Paternity testing is a tool for use when no legal parent has been determined, nor any individual is claiming paternity, but potential parent exist. The Department is responsible for working with all parents, as all legal and biological parents have rights to the child, and all parents can be an option for permanency.

According to Louisiana Children's Code Art. 625, DCFS is required to direct all persons before the court to identify the name, address, and whereabouts of each parent and any suitable relative or other suitable individual willing and able to offer a stable and safe home for the child.

Additionally, federal regulations under 45 CFR § 303.5 (C) mandate that government agencies must use laboratories that can conduct medically and legally acceptable genetic testing to establish or exclude paternity. Genetic testing contracts provide a formal structure for implementing this authority, outlining the procedures, roles, and responsibilities of all parties involved. Child Welfare is administered under the Title IV-E program and offers the following services:

- Adoption and Foster Care Services to over 8,000 children annually
- Child Protective Services



#### **IV. Deliverables**

##### **A. Contingency/Disaster Recovery Plan**

The Contractor shall develop and provide a Contingency/Disaster Recovery Plan. The Plan shall address:

1. Data backup and restoration
2. Hardware and software recovery
3. Include network and recovery plan
4. Identify external support contacts

In the event of periodic or catastrophic failures that restrict or terminate program operations, the design of the Genetic Testing Program servicing the State requirements shall include sufficient redundancy to allow normal business operations to continue with minimal disruption and inconvenience.

The Contractor must have the ability to have the systems up and operating within **48** hours after such disaster or emergency.

##### **B. Continuity of Operations Plan (COOP)**

The Contractor shall develop and provide a Contingency Disaster Recovery Plan to continue collecting and processing genetic samples during or immediately following failures, disasters, or pandemic disasters, etc. and be continually ready to invoke the plan.

In the event of a disaster, the Contractor shall ensure that essential operations continue. This includes ensuring that there are human resources, facilities and processes. The Contractor shall develop and provide a Continuity of Operations Plan that ensures essential operations/functions continue during and after any significant disruption. The plan shall:

1. Identify essential functions
2. Delegation of authority
3. Continuity facilities (alternative work sites)
4. Communications plans (internal and external)
5. Succession planning (who takes over in case key leaders are unavailable)
6. Recovery strategies for essential business operations

The Contractor shall develop and implement procedures to test the plans on an annual basis, at a minimum.

The final plans shall be provided within **60** calendar days of Contract approval.

##### **C. Implementation Plan**

The Contractor shall submit an implementation plan within **15** calendar days of completed Contract negotiations with implementation dates for all project requirements. Failure to meet major milestones identified in the Project Implementation Plan may result in penalties.

The Contractor's implementation plan should include all necessary tasks to transition and provide all services required pursuant to the Contract. The plan should include:



1. A schedule of tasks and deliverables, and timeframes associated with the completion of each task or deliverable necessary to implement the solution. Including the Contractor's personal who will be responsible for completing each task.
2. Plan for securing office space and office equipment if applicable. The Contractor should describe in detail all equipment, software, telephone equipment, and systems, telephone and data lines, and so forth that the Contractor will use, and the specifics of how the equipment and software will be used.
3. The plan and timetable for hiring staff if applicable.
4. The plan and timetable for training personnel.

The Contractor must have an operational facility that can meet the services as required no later than **60** calendar days after the date of the fully executed Contract.

**D. Genetic Test Reports**

Genetic Test Reports shall be rendered on all completed tests. The report shall contain the unrounded combined Paternity Index (PI) and the probability of paternity percentage rounded to the fifth decimal place.

The Contractor's written test results report shall be notarized and provided to the State's requesting DCFS office within 15 business days of obtaining all genetic specimens in a case. The report shall include the following:

1. The date(s) of collection of the samples and the date(s) of the test;
2. The civil action number assigned to the case by the court;
3. The names and relationships of each person tested to the child;
4. The designation of racial origin of each person tested, for calculation purposes;
5. The phenotypes established for each person in each of the 15 genetic systems examined;
6. The signature of the laboratory director, who must possess a Ph.D. from an accredited college or university in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field;
7. A statement of whether or not the alleged father can be excluded; and
8. Verification of the chain of custody of the specimen to ensure admissibility at trial.

If the test results are inconclusive or contradictory, the Contractor shall not issue a report. Rather, they shall notify the State within 15 business days of the circumstances, which require additional testing. Such testing shall be conducted by the Contractor as may be appropriate at no additional cost to the State.

Genetic test results, including supporting documentation, shall be submitted to the requesting office within 15 business days from date of collection. The State will not pay for any cases in which test results are received more than 15 business days after the specimen collection unless there is a request for extension to the local CSE and Child Welfare Manager(s) or designee. Requests will be considered as approved if there is no contestation by the CSE and Child Welfare Manager(s) or designee within five business days following the extension request.

**E. Monthly Statistical Report**

The Contractor shall submit Monthly Statistical Reports within 10 business days following the end of each month. DCFS Programs, Child Support Enforcement (CSE) and Child Welfare (CW), shall receive separate Statistical Reports. Statistical Reports shall include the number of Paternity Test completed per Region for each CSE District Office or Child Welfare Regional Office.



At the end of each calendar year, the final Monthly Report will be supplemented with the Total Number of Tests completed for each CSE District Office or Child Welfare Regional Office for that contract year.

The Contractor must have the ability to customize the Statistical Reports to fit the needs of DCFS.

**F. Monthly Invoice**

The Contractor shall submit separate itemized invoices to each CSE District Office and Child Welfare Office within 10 business days following the end of each month. The invoices shall include the following information:

Invoice Cover Page:

- a. Invoice number,
- b. Date of services,
- c. Name and address of the Contractor,
- d. Current amount due,
- e. Contract number,
- f. Name and Phone Number for the Contractor's contact person; and
- g. Tax Identification number.

List of genetic test performed which include the following:

- a. Date test was performed,
- b. LASES or Child Welfare Case Number,
- c. Mother's name,
- d. Child's name and date of birth,
- e. Alleged Father's name,
- f. Name and phone number of Contractor's contact person who performed test, and
- g. Type of Test.

**G. Transition/Turnover Plan**

The Contractor shall provide a Transition/Turnover Plan six months prior to Contract termination. The Contractor shall cooperate in the orderly transition of services from the Contract. The transition period shall begin 30 calendar days before the Contract end date or the end date of any final exercised option or Contract extension. The Contractor shall work toward a prompt and timely transition, preceding in accordance with the directions of the CSE and Child Welfare Manager(s) or designee.

1. The plan shall include at a minimum the following:
  - a. List of all job titles and responsibilities;
  - b. Detailed plan for the turnover of genetic testing material including Chain of Custody, sequence of events, time frames, and, if necessary, a reasonable transport plan for case files and equipment, if purchased with federal funding;
  - c. A statement as to how long Contractor will retain all specimens in the original containers;
  - d. A statement that the current Contractor must contact the new contractor in order to set up a time and date for the material to be shipped. The new contractor or their employee must be on the premises in order to receive the material;
  - e. A procedure or process to use the archived DNA samples of the custodial parent and/or the children to conduct additional testing with other non-custodial parents involving the custodial parent and her/his children.



2. At the end of the Contract, the Contractor will comply with the following with regard to limiting services provided and transferring responsibility to a new contractor(s):
  - a. No new cases shall be referred to the Contractor within the **15** calendar days prior to the end date of the Contract. During the **15** calendar days prior to the end date of the Contract transition period; the taking of specimens shall desist to allow time for the Contractor to complete all specimen tests and for completed cases to issue Paternity Determination Reports.
  - b. During the transition period, the Contractor shall, in accordance with procedures recognized by AABB and as requested by the CSE and Child Welfare Manager(s) or designee, transfer testing results or specimen collected for all Incomplete Cases. The specimen's shall be transferred overnight (UPS or Federal Express) Monday through Thursday to the designated contractor(s).
  - c. All materials must be shipped in refrigerated boxes and in the original specimen containers.
  - d. Collections must be received by noon the day after the collection is mailed.
  - e. Collections must be kept cool at all times.
  - f. Specimens shall not be mailed the day before a holiday or on a Friday. For example, Thanksgiving is on a Thursday. In this instance, the samples must be mailed on Monday or Tuesday in order for the lab to receive the samples by noon on Wednesday.
  - g. During the transition period, the Contractor shall submit to the CSE and Child Welfare Manager(s) or designee a Closeout Report of the names and jurisdiction of the individuals from whom specimen have been collected and for which testing has not been completed.
  - h. The Closeout Report shall be submitted to the CSE and Child Welfare Manager(s) or designee during the end of Contract transition.
3. The Contractor shall not destroy specimens for which results have not been provided except upon written authorization of CSE and Child Welfare Manager(s) or designee.

#### **H. Corrective Action Plan**

1. The Contractor must provide a Corrective Action Plan for both routine and emergency situations. The plan must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the DCFS within appropriate timeframes.
2. The Contractor must provide the plan no later than 15 calendar days after deficiency is identified. The plan shall detail how problems will be escalated in order to resolve any issues and shall include:
  - a. Expedited escalation procedures and any circumstances that would trigger expedited escalation procedures.
  - b. The method of providing feedback on resolution progress, including the frequency of feedback provided to the CSE and Child Welfare Manager(s) or designee.

#### **I. Genetic Testing Training Seminars**

Upon request, the Contractor shall conduct **six** genetic testing training seminars per year, **four** for CSE and **two** for CW, at a location selected by DCFS at no additional cost to both DCFS and contract DA Staff for Court or CSE and Child Welfare personnel concerned with DNA analysis in paternity establishment actions. The Contractor shall keep the State abreast of all innovations and occurrences related to genetic testing as these become available and accepted as industry standards.

#### **V. Detailed Requirements**

The Contractor shall:

- a. Utilize a genetic testing protocol which is approved by the American Association of Blood Banks (AABB) and in accordance with State law.





- b. Maintain a laboratory that meets or exceeds AABB standards in full compliance with the relevant safety codes for performing genetic testing and for proper disposal of medical waste.
- c. Perform PCR testing to establish biological relationships according to the defined requirements within the Contract.
- d. Have the ability to handle the volume of genetic testing needed for all CSE and Child Welfare referrals. The Department makes no guarantee of the number of tests to be made by the Contractor.

**A. Technical Requirements**

As part of the Chain of Custody Procedures, the Contractor shall ensure that:

- 1. The genetic sample(s) is marked for identification for each individual person from whom a sample is obtained, i.e., color-coding to identify the CP, NCP and child(ren) and must provide a photograph of each individual from which a sample was collected.
- 2. Each adult person will be required to identify himself or herself by presenting government-issued photo identification. The Contractor shall provide their methodology for identity verification when the individual does not have a government issued photo identification. A copy of the identity verification shall be included in the final report to DCFS.
- 3. Each party will be further identified on the specimen collection form by photograph and thumb print. The Contractor will photograph and thumbprint each person, and document the social security number and birth date of each sampled individual. It is acceptable for the Contractor to document the last four digits of the social security number. Each person and the specimen collector will sign the Specimen Collection Form witnessing that the person's sample was collected.
- 4. All specimens collected for the day from that collection site will be put into a larger envelope or a box (depending on volume) and sealed. Additional chain of custody procedures will be followed upon receipt of the specimens at the laboratory, and chain of custody procedures will continue throughout the testing process.
- 5. The laboratory follows documented written procedures that minimize loss, contamination, and/or deleterious change of evidence through the use of instruments and equipment that are properly maintained and calibrated, and monitoring, cleaning, and decontaminating facilities and equipment.
- 6. The laboratory has and provides secure areas for evidence storage that is controlled and limited.
- 7. Expert witness(es) and chain of custody personnel are available for court appearances, when necessary and at no extra charge.
- 8. Responses to written interrogatories, and/or appearances for telephonic or in person depositions, and/or consultations are provided at no extra charge.
- 9. The chain of custody for each case will be identified in the Paternity Test Affidavit. A Paternity Test Affidavit will be sent to DCFS with the laboratory report for every case.
- 10. The Paternity Test Affidavit will satisfy the requirements of Louisiana Revised Statutes Sections 9:397.2 and 9:397.3. The Contractor shall submit a written report of the results of the initial testing, certified by a sworn affidavit by the expert who supervised the tests. The Chain of Custody Form and the written test results will be in compliance with LA R.S. 9:397.3. A notarized test report shall be required on each completed case.
- 11. To retain a portion of the evidence sample or extract and store in a manner that minimizes degradation. The archived sample shall not be used for subsequent testing without prior approval of the CSE and Child Welfare Manager(s) or designee or a court order. The sample shall be retained for a minimum of three years following the termination of the Contract.



## **B. Project Requirements**

### Child Support Enforcement/Child Welfare

The Contractor shall:

1. Be responsible for providing a full service operation to include, but not limited to, staff, clerical and technical support, office space, workspace, furniture, equipment, secure record storage, software, telephones, all computer and telephone related lines and cable.
2. Have in place the organizational, operational, managerial and administrative capacity to be capable of fulfilling all contract requirements outlined in the Contract.
3. Not handle any legislative, media, or public record inquiries. These should be immediately transferred to the State.
4. In addition to specimen collector, the Contractor shall provide phlebotomy services at no additional charge.
5. Be able to collect genetic samples from incarcerated individuals at any facility in Louisiana and individuals admitted to any medical facility in Louisiana.
6. Work with the CSE and Child Welfare Manager(s) or designee to determine the best days of the week for sample collections for genetic testing.
7. Have means of identifying each person tested from whom a sample is obtained, i.e., color-coding to identify CP, NCP and child.
8. Provide camera, film, and other means of providing identifying photographs of each person tested.
9. Designate and maintain, at all times, a Project Manager to work with the CSE and Child Welfare Manager(s) or designee on Contract issues or problems regarding service deliverables.
10. On Out of State Cases, the Contractor will be notified by facsimile of the referral when the Child Support Enforcement Section sends a UIFSA transmittal form:
  - a. The form identifies the case, the parties, and the city and state where the party whose genetic sample is needed is located.
  - b. The Contractor will make an appointment for specimen collection.
  - c. The Contractor will indicate the time, date, and location of the appointment on the UIFSA form and will return the form to the Child Support Enforcement Section by facsimile.
  - d. The Contractor will also prepare the specimen collection form and forward it and the specimen collection kit to the collection site within three days.
  - e. The specimen collection kit includes a Chain of Custody Form, Polaroid camera, thumb print pad, integrity seal, and an overnight courier pack for shipping back to the Contractor.
11. Pre-Authorized Testing:
  - a. The Contractor will coordinate with the DCFS CSE/CW District Office Manager(s) or designees on local office procedures.
  - b. The Contractor must understand that all tests must be pre-authorized by DCFS CSE/CW District Office Manager(s) or designees via a valid referral.
  - c. Only those persons referred to the Contractor shall be collected and tested.
  - d. Decisions for genetic test authorizations, number of tests to be scheduled and coordination for collection sites are the responsibility of the CSE and Child Welfare Manager(s) or designee.
12. Allow access to on-site operations by the State and/or their approved representatives.
13. Provide rigorous chain of custody procedures is followed in accordance with all applicable State laws, including but not limited to, Louisiana Revised Statutes 9:397.2 and 9:397.3, and a documented evidence control system that ensures the integrity of the genetic samples.
14. Provide a "800" (toll free) customer service telephone number, staffed sufficiently by knowledgeable staff, during normal business hours for the State of Louisiana (8:00 AM through



- 4:30 PM Central Time), to answer questions and/or inquiries from DCFS customers who are parties in paternity testing cases exclusive of disclosing paternity testing results.
15. Conduct and process Genetic Testing through the collection of samples by blood samples, nail samples or buccal swabs. The Contractor shall::
- a. Ensure that each buccal swab, blood or tissue sample collection shall contain enough sample material so that it may be retested if ordered by the court.
  - b. Assure that the phlebotomist/specimen collector arrives at the collection site **15** minutes before the first scheduled case and remains on the collection site an additional **30** minutes after the last scheduled case so that any late draws can be accommodated.
  - c. Assure that a replacement phlebotomist/specimen collector shall arrive within **one** hour of the originally scheduled start time in the event Contractor's phlebotomist/ specimen collector fails to appear at a collection site.
  - d. Arrange for the shipment of samples at no extra costs.
  - e. Ensure that phlebotomist/specimen collector(s) are instructed to be particularly compassionate when working with infants and small children and courteous to all tested persons.
  - f. Assume full responsibility for 'buccal swab collectors' and phlebotomists. These specimen collector(s) may be used instead of phlebotomists, however, if blood or other tissue is collected, a phlebotomist shall be required.
  - g. Provide services on Interstate and Intrastate cases by cooperating with other State IV-D agencies and other laboratories.
  - h. At regular in-state collections, DCFS will select the date and schedule cases for the collection of genetic samples. The Contractor shall provide the dates for sample collections that shall be within **six** weeks of the date of referral on interstate cases, jail samples, etc., unless a different or specific, date is requested.
  - i. After the genetic samples have been obtained, the Contractor shall ship the samples by Federal Express, DHL, or other overnight delivery service so that the samples will arrive at the Contractor laboratory the morning after the samples are obtained. For samples in parishes that are serviced in the Contractor local service area, the specimens will be hand carried by that specimen collector to the Contractor laboratory. The samples will be in the Contractor laboratory by the close of business on the same day of the collection.
  - j. Provide any/and all equipment needed to make sure the genetic specimens of all persons are properly identified.
  - k. Provide all supplies necessary for the collection, preservation, preparation and shipment of the genetic specimens in a manner that will preclude contamination, tampering or substitution of specimens, including sample collection kits, forms and return express mailers.
  - l. Provide at no additional cost to the State, the responsibility for arranging for removal and disposal of medical waste left at the collection site.
  - m. Repeat tests without charge to the referring agency. A procedure shall be considered a repeat test if the sample is damaged during testing, shipping, or processing, necessitating a new sample for testing. The Contractor shall assume all costs in the event a recollection of specimens is necessary due to error of the Contractor or the State.
16. Report all issues, incidents, and problem to DCFS. Including but not limited to:
- a. Report any collection site loss or problem to CSE and Child Welfare Manager(s) or designee the day of the loss or problem, and if the collection site must be changed, secure an alternate site agreeable to the CSE and Child Welfare Manager(s) or designee within 48 hours, unless an extension has been granted by the CSE and Child Welfare Manager(s) or designee.
  - b. Report any incident concerning genetic testing procedures, which may be construed as unusual or controversial to the CSE and Child Welfare Manager(s) or designee.
  - c. Report to CSE and Child Welfare Manager(s) or designee any contract compliance problem immediately as identified within the company so that the CSE and Child Welfare



- Manager(s) or designee will be informed and available to assist in corrective action to remedy the problem.
- d. Not charge the State for a collection fee or no-show fee in the event a person does not show up at the scheduled time and place for the specimen collection.
17. Notify CSE and Child Welfare Manager(s) or designee if any person(s) has/have not appeared for collection within 45 day period. Payment for partials should be submitted at the end of the 45 day period. In order for payment to be made on partials, the request for payment should be submitted 45 days after the partials are collected. A listing of all partials for which the Contractor is seeking payment shall be included with the invoice.
18. Maintain the confidentiality and privacy of DCFS cases at all times.
19. Notify DCFS if subcontractors are used. The Contractor shall explain what roles the subcontractor(s) will play and when will they be used.
20. Commence testing immediately upon the receipt of the genetic samples unless testing is impossible due to contamination, outdated samples, or samples are otherwise compromised.
21. Transition in:
- a. The Contractor shall cooperate in the orderly transition of services from DCFS's preceding Genetic Testing contractor(s) in accordance with the directions of the CSE and Child Welfare Manager(s) or designee.
  - b. The Contractor shall, in accordance with procedures recognized by AABB and as requested by the CSE and Child Welfare Manager(s) or designee, receive any unprocessed specimens collected by DCFS's preceding Genetic Testing contractor(s), along with completed Chain of Custody forms.
  - c. The Contractor shall create case records for any incomplete cases received. The Contractor shall not invoice the State for any administrative fees related to managing the case records for any incomplete case received from a preceding Genetic Testing contractor.
  - d. No later than **15** days following receipt of the unprocessed specimen, the Contractor shall provide the CSE and Child Welfare Manager(s) or designee with a master list, sorted by referring office and program, of any individuals from whom a genetic specimen must be collected in order to make a genetic paternity testing determination in each of those incomplete cases.
  - e. The Contractor shall provide an explanation of the reasons why any genetic specimen must be re-collected from any individual.
22. Have the capability to electronically accept and/or transfer file data for purposes of updating the LASES System with genetic test information. Electronic Data Transfer Process:
- a. DCFS/CSE currently has an online genetic test tracking process that allows for scheduling of appointments, generates appointment notices to clients, initiates outbound calling, tracks results of testing and invoice information. LASES is an interactive on-line system which is a centralized, comprehensive, fully automated, state-operated computer system that maximizes the degree of automation. LASES is a mainframe application using an ADABAS Environment with application code written primarily in Natural. LASES is programmed using Software AG's Natural programming language for the system. CICS is the teleprocessing monitor utilized by LASES. The LASES Web Application has been designed as a 'front-end' to the LASES mainframe system. It aggregates the contents of several mainframe screens into single web pages along with usability enhancements, which reduce the number of key strokes and overall time required for each business process. It is important to note that data updated using the web page is immediately updated on the LASES database. Functionality provided by these web pages can still be performed using the LASES mainframe screens.
  - b. The Contractor shall participate in the planning, designing, building, and testing phases as requested by DCFS at no charge to the State.
23. Maintain a functioning, user-friendly website at no additional cost. Website Requirements:
- a. Information on the website must be downloadable and printable. Website must meet secure industry standards and be password protected. The Contractor shall provide training and written instructions, including screen prints, on how to access their website



services. CSE, Child Welfare or contract District Attorneys shall have view access to appointment scheduling, test results and billing information. Additionally, a hard copy of the test results must always be provided.

- b. Website must provide the following functionality. Test results and analysis for each person, in a format acceptable to DCFS, which shall include:
  - i. Case number
  - ii. Name of person tested
  - iii. Date specimen collected
  - iv. Ethnicity
  - v. Relationship to party
  - vi. Final results and analysis
- c. The Contractor shall provide online appointment scheduling. They shall provide the ability to choose the collection site, time, and date of the appointment, with immediate confirmation, via the Contractor's online appointment scheduling. Such capability shall be available by the Contractor upon the award of the Contract.
- d. The caseworker shall be allowed to review the status of the sample collection and also view a photograph of the person being tested. Test results, and current status of all parties affiliated with a single case number shall be available for viewing and printing.
- e. Authorized DCFS staff shall have the option to print a fully completed genetic test report ensuring legibility, accuracy, and convenience.
- f. The Contractor shall provide online tracking of each specimen's progress from collection to testing, review, and report.

### **C. Information and Telecommunication Systems Security**

1. The Contractor shall comply with all requirements in this section.
  - a. The State requires that all Contractor-provided information and telecommunications systems be made secure from unauthorized access and use. Access to the required filing system, including but not limited to written correspondence, shall be limited to only those personnel who are authorized to support a given task. The Contractor shall maintain a listing of those employees with authorized access. When designing system security, the Contractor shall address factors including, but not limited to:
    - i. Information systems - Ensure that all information handled by computer systems shall be protected against unauthorized access, misuse, fraud, misappropriation, espionage, sabotage, and inadvertent or deliberate compromise.
    - ii. Telecommunications systems - Provision of telecommunications security shall be sufficient to protect all incoming and outgoing calls and electronic inquiries/responses, and all data collected from these activities, from unauthorized access or loss.
    - iii. Software applications and databases - Access to software applications and databases is limited to only those personnel who are authorized to support a given task. Such restriction shall be accomplished through the use of customized menus, user log-on identification codes, operator-defined password protection, and/or automatic timeout values. The Contractor shall use expiration dating as a method of password security maintenance.
    - iv. System testing - System testing shall be performed on an annual basis to monitor adherence to, and compliance with, stated security measures.
    - v. Audits – the Contractor shall be subject to periodic system audits in the same manner and fashion as conducted by the State. Such audits shall relate to both the Contractor-provided systems and Contractor's use of





State-provided data under the Contract. Examples of such audits include Legislative and security audits, generation of active employee listings to verify user identification maintenance practices, retrieval of user activity reports and archived security information, and demonstration of the Contractor's ability to monitor, collect, store, and control access to usage data.

- vi. Proper Notification – the Contractor shall report all attempts made, whether successful or not, to breach the physical security of the facilities or primary data centers where the work is performed, or any related telecommunications and information systems that support each task. The Contractor shall adhere to applicable agency IT Incident Handling Procedures for reporting these intrusions, including escalation to Department of Homeland Security FedCIRC if necessary
    1. (<https://www.doa.la.gov/media/wvmhsr1r/informationsecuritypolicy-v-1-0-3.pdf>). Such reports shall be made to the State as soon as possible and in no event more than 24 hours after discovery of the incident. In rare instances, the Contractor may receive calls that threaten the well-being of the State and/or other personnel or property. The Contractor shall ensure that procedures are in place to report the calls immediately to the appropriate law enforcement agency(ies).
  - vii. Incident Response Requirement – the Contractor must maintain confidentiality and privacy at all times, in accordance with State regulations, federal regulations, and DCFS policies. Title IV-D, non IV-D and IV-E payment information must be maintained and used solely for child support enforcement purposes and safeguarded as provided in 45 CFR 303.21. Breaches of confidentiality may result in fines, penalties, and civil or criminal proceedings. Any Contract employee who breaches confidentiality requirements may be terminated. Contractor(s) breach of confidentiality with regard to data and/or information may be cause for contract termination.
2. The Contractor shall notify the CSE and Child Welfare Manager(s) or designee when any Contractor and/or subcontractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
  3. The Contractor shall notify the CSE and Child Welfare Manager(s) or designee within **one** day of the discovery of the unintended access and/or attack by providing notice via written report or electronic correspondence to the CSE and Child Welfare Manager(s) or designee. The Contractor shall identify:
    - a. The nature of the unauthorized use or disclosure,
    - b. The Sensitive Data used or disclosed,
    - c. Who made the unauthorized use or received the unauthorized disclosure,
    - d. What the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure,
    - e. What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure, and
    - f. The Contractor(s) shall provide such other information, including a written report, as reasonably requested by the State.
  4. In the event of a breach of any of the Contractor security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing



- all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State, and its officials, and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
5. Confidentiality regarding disclosure of information is essential. The Contractor must adhere to all DCFS program policy regarding the specific types of information that may be released. The Contractor must ensure that any information provided by the State relative to clients is used only for the administration of the Contract, or in any investigation, prosecution, or criminal or civil proceeding conducted pursuant to the Contract.
  6. The Contractor must not access any database or system maintained by DCFS accessible to the Contractor pursuant to the Contract due to arrangements made by DCFS with other agencies, or entities for any purpose not directly related to the performance under the Contract.
  7. Confidential information - Subsequent to the implementation of a new agency/ program, the State will provide the Contractor with a listing of items it deems proprietary and confidential in nature. Examples of such data shall include, but shall not be limited to, customer names, addresses, and social security numbers. The Contractor shall implement appropriate security measures to ensure such data is safeguarded in a manner consistent with those employed by the State (<https://www.doa.la.gov/media/wvmhsr1r/informationsecuritypolicy-v-1-0-3.pdf>). Examples of data security shall include locked file storage, confidentiality stamping, restricted system access, data encryption, restricted print options, and disposal by shredding.
  8. Facility Security – The Contractor shall provide a physically secure facility for people, equipment, and documentation. All security requirements shall apply to the Contractor facility, alternative facility, and/or any subcontractor facilities. When designing physical security measures, the Contractor shall address factors including, but not limited to:
    - a. Controlled access - All personnel who enter the facility shall be issued a badge or identification card. Employees shall have a permanent badge and approved visitors receive a temporary badge.
    - b. In general, facility access shall be limited to:
      - i. Contractor's personnel performing work under the Contract;
      - ii. Authorized State personnel;
      - iii. Maintenance personnel or suppliers performing upkeep or repair of facilities or equipment;
      - iv. Customer personnel visiting the site on official business;
      - v. Personnel as approved jointly by the Contractor and the State.
    - c. The Contractor must obtain State written approval prior to granting either current or potential customers access to areas where State work is performed.
    - d. Terminated employees shall have their badges removed and their accounts deactivated and/or deleted from any system access immediately upon termination. Proof of such removal shall be documented by the Contractor and made available to the State upon request.
  9. Data and telecommunications center - The primary data and telecommunications center shall be secured through the use of key-code access with entrance granted only to those requiring access to this area on a regular basis to perform their normal job functions or who are escorted as in the case of visitors or technicians.

#### **D. Personnel Qualifications**

1. The Contractor shall have a direct contractual relationship with its collectors of genetic samples. They shall employ a sufficient number of trained and certified collectors of genetic samples to provide a minimum of one collector per collection site on each scheduled day of testing.
2. The Contractor shall provide adequate written proof that proper training has been given to each specimen collector and said specimen collector has successfully passed a written test. At no time shall a specimen collector of the Contractor conduct a genetic testing procedure without a satisfactory test score.





3. The Contractor testing facility shall be under the direct supervision of a laboratory director who possesses a Ph.D. from an accredited college or university in a science involved with the study of genetic testing and genetic evaluation or in a genetic/biochemistry field; and is qualified by advance training and experience in genetic testing. The director and technical staff shall participate in continuing education related to the field of genetic testing as established, recommended, or required by AABB standards. Such continuing education shall be required as essential to the Contractor's successful operation. Proof of participation shall be provided by the Contractor upon request.
4. The Contractor shall ensure that all results are interpreted by individuals who are qualified to perform genetic analysis. It shall be the responsibility of the Contractor to ascertain and maintain the competency of its technical staff.
5. The Contractor shall hire and maintain at all times key personnel, including expert witnesses, specimen collector(s), phlebotomist, manager(s), and laboratory staff sufficient to provide services in the manner detailed in the Contract and said personnel shall have the adequate education, training or experience commensurate with the duty to which he/she is assigned.
6. The Contractor shall ensure that the personnel of the laboratory:
  - a. Will not be permitted direct communication with any alleged father, custodial party, family member, or private attorney regarding any detail or aspect of a paternity case or genetic testing results except under court order, or if specifically requested by the CSE and Child Welfare Manager(s) or designee.
  - b. Will not provide any information upon initial contact if contacted by the media concerning paternity services for DCFS. Upon initial contact by the media, the Contractor and its personnel will be limited only to the statement that no person is authorized to speak with media officials regarding paternity services for DCFS without the permission of the Public Information Director of the Department of Children and Family Services, in accordance with DCFS procedures.
  - c. Will not conduct or be allowed to have access to genetic testing samples and/or results of family members of the personnel and that the CSE and Child Welfare Manager(s) or designee will be notified of the potential conflict prior to testing or upon first knowledge.

## VI. Location/Hours of Operation

The Contractor shall provide all services described herein during State business days (Monday – Friday, 8:00 AM – 4:30 PM CT), excluding holidays officially recognized by the State or weather emergencies declared by the governor or approved by the Division of Administration.

The Contractor shall establish sites for the collection of genetic samples after consulting with the CSE and Child Welfare Manager(s) or designee on the best possible location. The Contractor shall establish and maintain collection sites in each parish to collect the genetic samples, except in those situations in which the CSE and Child Welfare Manager(s) or designee determines that a single site shall be used for more than one parish. Whenever it is feasible, the collection of genetic samples shall be conducted in offices belonging to DCFS and/or the parish's District Attorney. Sites shall be fully operational and providing services by no later than 60 days after date of the properly executed Contract.

The Contractor shall establish laboratory sites, it is the preference of the State that the Contractor's laboratories be located in the United States.

The Contractor shall provide 10 days advance notice to DCFS of any site changes that may affect collection draws.



## **VII. Performance Requirements**

1. Processing of all genetic samples is of utmost importance to DCFS, and will be a major benchmark for assessing the Contractor's performance; the processing of genetic samples shall be completed within **14** business days of the collection date. The Contractor should be aware that the turnaround time of these items will be closely monitored by DCFS and that the turnaround time will be an important component of audits conducted by State and federal staff, and any other entities required by State and Federal law, as well as a contingency upon which Contract payments will be made.
2. The Contractor shall ensure that all required reports and invoice files, as specified by the State, are submitted within **10** business days of the following month of services for review and approval by the Department.
3. The Contractor shall prepare complete and accurate reports for submission to the State and/or Department(s). If after preparation and submission, a Contractor error is discovered either by the Contractor or the State, the Contractor shall correct the error(s) and submit accurate reports within **two** business days from the date of discovery by the Contractor or date of written notification by the State (whichever is earlier).

### **A. Performance Measurements**

The State will review all deliverables and hardcopy products (i.e. reports, schedules plans, etc.) to confirm that they satisfy the objectives and contract requirements defined between the State and the Contractor. Prior to the submission of deliverables and similar products, the Contractor will submit outlines and drafts of the documents for agreement and approval of the basic format and content of the documents. The State will not approve or pay for deliverables and similar products that do not meet the objectives and approval criteria.

### **B. Monitoring Plan**

To control and implement the requirements of this project, the Department will use DCFS personnel to monitor and oversee the Contractor. The State personnel assigned to this project will be responsible for dealing with the Contractor in a timely and effective manner with regards to programmatic, systematic, and contractual issues. DCFS will assign one Project Manager for Child Support Enforcement and one Project Manager for Child Welfare and provide this information to the Contractor during Contract negotiation.

In addition, the State's staff will have the following roles and responsibilities:

1. Review all written deliverables, and will if necessary, respond with comments within five business days after receipt of each deliverable.
2. Supervision, direction and control of State personnel.
3. Provide log-on access to LASES, LASES Web and other Department applications deemed necessary to carry out the terms and conditions of the Contract.
4. Notify the Contractor of complaints it receives about the Contractor.

### **C. Service Level Agreement (SLA)/Liquidated Damages**

In the event the Contractor fails to meet the performance standards specified within the Contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department's payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make payments for the amount in excess. The Department at its sole discretion may delay the assessment of liquidated damages if it is in the best interest of the State to do so. The Department may give notice to the Contractor of a failure to meet performance standards, but delay the assessment of liquidated damages in order to give the Contractor the opportunity to remedy the deficiency. If the Contractor subsequently fails to remedy the deficiency to the satisfaction of the Department, the Department may reassert the assessment of liquidated damages, even following Contract termination.



The decision to impose liquidated damages may include consideration of some or all of the following factors:

1. The duration of the violation;
2. Whether the violation (or one that is substantially similar) has previously occurred;
3. The Contractor's history of compliance;
4. The severity of the violation and/or whether it imposes an immediate threat to the health or safety of the customer; and
5. The "good faith" exercised by the Contractor in attempting to stay in compliance.

In the event the Contractor fails to perform as required, the Contractor shall pay the Department the specified amounts listed below as agreed liquidated damages. For purposes of this Section, "Occurrence" shall include deficiencies found by either the Department or the Contractor.

No.	Performance Standard/Requirement	Liquated Damages
1	After the genetic samples have been obtained, the Contractor shall ship the samples by Federal Express, DHL, or other overnight delivery service so that the samples will arrive at the Contractor's laboratory the morning after the samples are obtained. For samples in parishes that are serviced in the Contractor's local service area, the specimens will be hand carried by that specimen collector to the Contractor's laboratory. The samples will be in the Contractor's laboratory by the close of business on the same day of the collection.	In the event the Contractor fails to timely ship or hand deliver samples, the Contractor shall be penalized \$500.00 per shipment/delivery. Such penalty may be applied every day such a failure occurs. <sup>1,2,3</sup>
2	The Contractor complete genetic test results including supporting documentation, and written report shall be notarized and provided to the State's requesting DCFS office within <b>15</b> business days of obtaining all genetic specimens in a case.	The Contractor may be penalized \$500 per case when results are not delivered timely. Penalties may be applied daily. <sup>1,2,3</sup>
3	If the test results are inconclusive or contradictory, the Contractor shall notify the State within <b>15</b> business days of the circumstances, which require additional testing.	The Contractor may be penalized \$500 per case when they do not notify the State in a timely manner . Penalties may be applied daily. <sup>1,2,3,</sup>
5	The Contractor shall submit a final Implementation plan within <b>15</b> calendar days of completed contract negotiations.	The Contractor may be penalized a \$500 charge per day after the plan due date. <sup>1,2,3</sup>
6	The Contractor shall submit to the State within <b>60</b> calendar days of a fully executed Contract a detailed plan for contingencies and disaster recovery.	The Contractor may be penalized a \$500 charge per day after the plan due date. <sup>1,2,3</sup>



7	The Contractor shall submit separate itemized Monthly Statistical Reports to DCFS Child Support Enforcement and Child Welfare at the end of each month within <b>10</b> business days following the end of each month.	The Contractor may be penalized a \$500 charge per day after the report due date. <sup>1,2,3</sup>
8	The Contractor shall provide a Turnover Plan to DCFS for approval <b>six</b> months prior to Contract termination.	The Contractor may be penalized a \$500 charge per day after the plan due date. <sup>1,2,3</sup>
9	If the Contractor does not show for draw without providing advanced notice.	The Contractor may be penalized \$500 per case.

### **PENALTIES**

<sup>1</sup> When the Performance Standards, as outlined are not met, the Contractor shall correct any identified deficiency immediately upon knowledge of deficiency.

<sup>2</sup>If the Contractor is found to be deficient in its delivery of services, the Contractor will receive written notification from the State of the deficiency. The Contractor shall be given **30** calendar days after written notification to correct the problem. If the problem is corrected within the **30** calendar day corrective action period, there will be no penalty.

If the deficiency is not corrected within the **30** calendar day corrective action period, the Contractor shall receive a reduction of the penalty amount assessed against each month's invoice beginning with the first month of the corrective action period. For example: If the Contractor is notified of the problem in June and fails to correct the problem within the **30** calendar day period, the Contractor would be penalized for the months of June and every month thereafter until the problem is resolved. The penalty is removed when the Contractor is in compliance.

If the Contractor fail to comply again for the same deficiency, the penalty shall be imposed again without the benefit of the **30** calendar day corrective action period. The penalty is removed when the Contractor is in compliance.

<sup>3</sup>Adjustments to the Performance Standards may be made by DCFS in the following circumstances:

1. When any fact relied upon in the formulation or enforcement of a Contract requirement or Service Level changes or is determined to be incorrect;
2. When the Contractor request for an extension has been approved by DCFS.
3. When substantial changes to program policies, including without limitations any changes that require staff retraining or would generate a significant volume surge, are made;
4. When changes in scope, direction, budget, or program funding are made;
5. When any substantial Contract terms are changed;
6. When substantial program processes are changed;
7. When force majeure events occur; when a failure is due to the acts or omissions of the State or third parties outside of Contractor reasonable control. Any such extenuating factors that would affect the successful completion of these measures must be identified in writing by the Contractor within **two** weeks of the extenuating event. DCFS will determine whether there will be any adjustments to the Performance Standards.



For instances identified above, "*actual damages*" shall include, but not necessarily be limited to, all damages, liabilities, costs, and expenses of every type or description that may be incurred by the Department and/or State, as a result, of the Contractor's violation, including but not limited to:

1. All amounts for which the Department and/or State may be liable in an action or claim for damages, whether through a settlement or through a judgment of a court of competent jurisdiction;
2. All fines or money penalties, whether civil or criminal, imposed by the U.S. Department of Health and Human Services or by any other federal or state government agency, and all other costs and expenses necessitated by compliance with any order or mandate of such agency;
3. All costs and expenses, legal and otherwise, incurred in connection with items (1) and (2) above, including but not limited to attorneys' fees; and
4. All costs and expenses incurred for the provision of remedial or restorative services to individuals whose information was affected by the violation or to other affected parties.



## Exhibit I – Historical Data

### Number of Paternity Test Completed

#### **Child Support Enforcement (CSE)** **Number of Paternity Test Completed in 2022-2023**

District Office	2022	2023	Total
<b>Northern Region District Offices</b>			
Alexandria	170	159	329
Lafayette	216	226	442
Lake Charles	61	68	129
Monroe	527	649	1176
Natchitoches	131	128	259
Shreveport	244	259	503
Tallulah	146	138	284
<b>Southern Region District Offices</b>			
Baton Rouge	459	360	819
Covington	456	498	954
New Orleans	609	721	1330
Thibodaux	479	490	969
Ville Platte	337	301	638
<b>Total</b>	<b>3835</b>	<b>3997</b>	<b>7832</b>
<b>Total Test Completed Calendar Years 2022 and 2023</b>			<b>7832</b>

#### **Child Welfare (CW)** **Number of Paternity Test Completed in 2022-2023**

District Office	2022	2023	Total
<b>Northern Region District Offices</b>			
Alexandria	69	82	151
Lafayette	121	108	229
Lake Charles	48	50	98
Monroe	41	38	79
Shreveport	59	68	127
<b>Southern Region District Offices</b>			
Baton Rouge	107	66	173
Covington	59	0	59
New Orleans	18	29	47
Thibodaux	18	33	51
<b>Total</b>	<b>540</b>	<b>474</b>	<b>1014</b>
<b>Total Test Completed Calendar Years 2022 and 2023</b>			<b>1014</b>

\*The term 'test' refers to the paternity case.



## Exhibit II – Areas of the State and Current Collection Sites

### Child Support Enforcement and Child Welfare

In the event the State elects to award this RFP to two contractors, DCFS will award the southern area to one contractor and the northern area to one contractor. The parishes in each section are as follows:

**Southern Area — District Offices in the southern area are located in Baton Rouge, New Orleans, Amite, Thibodaux and Ville Platte and includes the following parishes:**

Allen, Ascension, Assumption, East Baton Rouge, East Feliciana, Evangeline, Iberville, Jefferson, Lafourche, Livingston, Orleans, Plaquemine, Pointe Coupee, St. Bernard, St. Charles, St. Helena, St. James, St. John the Baptist, St. Landry, St. Tammany, Tangipahoa, Terrebonne, Washington, West Baton Rouge, and West Feliciana.

Collection sites dates and times varies according to local office requirements:

Office	Parish	Address
Baton Rouge	EBR	DCFS/CSE, 5825 Florida Blvd., Ste. 20100, Baton Rouge, LA 70806
	WBR	Prime Medical Clinic, 3515 Hwy. 1 South, Port Allen, LA 70761
	East Feliciana	Quad Area Community Action Agency, 2119 St. Helena St., Clinton, LA 70722
	West Feliciana	West Feliciana Parish Hospital, 5266 S. Commerce St., St. Francisville, LA 70775
	Iberville	Iberville Parish DCFS, Economic Stability Office, 23075 Hwy. 1, Plaquemine, LA 70764
	Pointe Coupee	Council On Aging, 2100 False River Dr., New Roads, LA 70760
New Orleans	Jefferson	Jefferson DA Office – 1546 Gretna Blvd, Harvey, LA 70058
	Orleans	New Orleans CSE Office – 2601 Tulane Ave., 5 <sup>th</sup> floor, New Orleans, LA 70119
	Plaquemines	New Orleans CSE Office – 2601 Tulane Ave., 5 <sup>th</sup> floor, New Orleans, LA 70119
	St. Bernard	New Orleans CSE Office – 2601 Tulane Ave., 5 <sup>th</sup> floor, New Orleans, LA 70119
Amite	Livingston	Livingston Parish Town Hall, 20550 Circle Drive, Livingston, LA 70574
	St. Helena	St. Helena Courthouse, Courthouse Square, Greensburg, LA 70441
	St. Tammany	St. Tammany Courthouse, 701 N. Columbia St. Covington, LA 70433
	Tangipahoa	CSE Office, 606 South First St., Amite, LA 70422
	Washington	Washington Parish Courthouse, 908 Washington St., Franklinton, LA 70438
Thibodaux	Lafourche	Thibodaux Civic Center, 310 N Canal Blvd, Thibodaux, LA 70301-2913
	Assumption	Council on Aging, 166 Hwy. 1008, Napoleonville, LA 70390





	Ascension	Clarion Inn & Conference Center, 1500 W. Hwy. 30, Gonzales, LA 70737
	St. James	St. James Parish Health Unit, 29170 Health Unit Blvd, Vacherie, LA 70090
	St. Charles	St. Charles DA Office, 15045 River Rd Hahnville, La 70057
	Terrebonne	Terrebonne Parish Courthouse Annex, 1st Floor, 7856 Main Street, Houma, LA 70360
	St. John	St. John District Attorney's Office, 1342 LA Hwy 44, Reserve, LA 70084
Ville Platte	St. Landry	St. Landry Parish DA office, 231 S. Union St., Opelousas, LA 70570
	Allen	Allen Rural Health Clinic, 108 6th Avenue, Kinder, LA 70648
	Evangeline	North Side Civic Center, 704 N Soileau St., Ville Platte, LA 70586

**Northern Area— District Offices in the northern area are located in Alexandria, Monroe, Shreveport, Lafayette, Tallulah, Lake Charles and Natchitoches and includes the following parishes:**

Acadia, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Claiborne, Cameron, Catahoula, Concordia, De Soto, East Carroll, Franklin, Grant, Iberia, Jackson, Jefferson Davis, Lafayette, LaSalle, Lincoln, Madison, Morehouse, Natchitoches, Ouachita, Rapides, Red River, Richland, Sabine, St. Martin, St. Mary, Tensas, Union, Vermilion, Vernon, Webster, West Carroll, and Winn.

Collection sites dates and times varies according to local office requirements:

Office	Parish	Address
Alexandria	Avoyelles	Avoyelles Parish, 675 Government St., Marksville, LA 71351
	Catahoula	Catahoula DA office, 301 Bushley St., 3rd Floor, P.O. Box 597, Harrisonburg, La 71340
	Concordia	Concordia Parish DA office, 4001 Carter St., 1st floor, Room 7, Vidalia, LA. 71373
	Grant	Grant Parish DA office, Grant Parish Courthouse, 200 Main St., Suite/Room 203, Colfax, La 71417
	LaSalle	LaSalle Parish, 1010 Courthouse St., (Basement area), Jena, LA 71342
	Rapides	Rapides Parish, 5604A Coliseum Blvd., Alexandria, LA 71306
	Vernon	Vernon Parish DA office, 212 South 3rd St., Leesville, LA
	Winn	Winn Parish DA office, 205 W Main St., Winnfield, LA 71483
Monroe	Morehouse	Preferred Inn 1053 East Madison Room 215, Bastrop, LA 71220
	Ouachita	Monroe CSE 951 Century Blvd, Monroe, LA 71202
	Caldwell	Courthouse 201 Main Street, Suite 9, Columbia, LA 71418
	Lincoln	Lincoln ES Office 811 North Service Road, Ruston, LA 71270



	Union	Union Parish Health Unit 1002 Marion Hwy, Farmerville, LA 71241
Shreveport	Caddo & Bossier	State Building, 1525 Fairfield Ave., Shreveport, LA 71101
	Webster	Benton Courthouse, 410 Main St., Room 202, Minden, LA 71055
	Bienville	Bienville Courthouse, 100 Courthouse Drive, Arcadia, LA 71001
	Claiborne	Community Center, 621 South Main Street, Homer, LA 71040
	Jackson	Jackson Parish Hospital, 165 Beech Springs Road, Jonesboro, LA 71251
Lafayette	Lafayette	Scott Event Center, 110 Lions Club Rd., Scott, LA 70583
	Acadia	Scott Event Center, 110 Lions Club Rd., Scott, LA 70583
	Vermilion	Scott Event Center, 110 Lions Club Rd., Scott, LA 70583
	Iberia	Iberia Parish Courthouse, 300 South Iberia Street, New Iberia, LA 70560
	St. Martin	St. Martin DA's office, 415 S Main St., St. Martinville, LA 70582
	St. Mary	St. Mary Courthouse, 500 Main St., Franklin, LA 70538
Tallulah	Madison Parish	Tallulah CSE 1614 Felicia Dr. Tallulah, LA 71282
	Franklin Parish	Embers Inn 3520 Front St. Winnsboro, LA 71295
	Tensas Parish	Tensas Health Unit 1115 Levee St. St. Joseph, LA 71366
	E. Carroll Parish	E. Carroll Hosp. 336 Hood St. Lake Providence, LA 71254
	W. Carroll Parish	Thomas J. Lingo Community Center 10284 Hwy 17 S. Oak Grove, LA 71263
	Richland Parish	Super 8 Motel 116 Cottanland, Rayville, LA 71269
Lake Charles	Calcasieu	Lake Charles CSE office, 1417 Gadwall St., Lake Charles, LA 70615
	Cameron	Lake Charles CSE office, 1417 Gadwall St., Lake Charles, LA 70615
	Beauregard	Beaucare Recreation, 628 High School Drive, Deridder, LA 70634
	Jefferson Davis	Days Inn, 603 Holiday Drive, Jennings, LA 70546
Natchitoches	De Soto	DA Office, 200 Adams St., Mansfield, LA 71052
	Natchitoches	DA Office, 203 St. Denis St., Natchitoches, LA 71457
	Red River	DA Office, 2010 Red Oak Road, Coushatta, LA 71019
	Sabine	DA Office, 295 South Capitol, Many, LA 71449





## 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

Complete and responsive proposals will be reviewed for compliance with the following Mandatory Minimum Requirements:

Requirement	Evaluation
Proposer must furnish AABB Certification for current year and previous three years.	Pass/fail
Proposer must furnish College of American Pathologists (CAP) proficient testing accreditations for the current year.	Pass/fail
Proposer must furnish proficient testing accreditations for the three previous years for Polymerase Chain Reaction (PCR); Proposer shall furnish current accreditations of the laboratory. If none, Proposer shall furnish a statement to that effect.	Pass/fail

Proposals failing to meet or exceed all Mandatory Minimum Requirements may be rejected in accordance with Attachment A, Standard RFP Terms and Conditions.

### 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
Executive Summary	12
Company Background and Experience	18
Approach and Methodology	23
Proposed Staff Qualifications	10
<b>Technical Total:</b>	<b>63</b>

**For a Proposer to proceed to the Financial Proposal and Veteran and Hudson Initiative evaluation, the Proposer shall achieve a minimum score equivalent to 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:

Factor	Points Possible
Complete PCR Unit Cost	21
Partial PCR Unit Cost	4
<b>Cost Total:</b>	<b>25</b>



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 the Price Schedule Attachment and computed as follows:

$$CCS = (LPC/PC \times 21) + (LPP/PP \times 4)$$

Where:

- CCS = Computed cost score (points) for Proposer being evaluated
- LPC = Lowest proposed complete draw cost
- PC = Complete draw cost of Proposer being evaluated
- LPP = Lowest proposed partial draw cost
- PP = Partial draw cost of Proposer being evaluated

**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 entrepreneurship 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 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 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 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
<b>Total:</b>	<b>100</b>



## **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

### 1.0 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 Department of Children and Family Services (hereinafter sometimes referred to as "State") and [Contractor Name and Address] (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract for Genetic Testing Services under the following terms and conditions.

### 2.0 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 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 the Contract term beyond the 36 month term.

### 3.0 Statement of Work

The Contractor hereby agrees to furnish the following services as detailed in the **Statement of Work** Attachment of this Contract.

### 4.0 Payment Terms

The State shall pay the Contractor a maximum Contract amount of \$\_\_\_\_\_ in accordance with the **Price Schedule** Attachment of this Contract. 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 CSE/CW Manager or their designee.

#### 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 **Price Schedule** Attachment of 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 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 of Louisiana 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 30 days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and 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 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.

When funds are not appropriated or otherwise made available to support continuation of performance in the following fiscal year of a multiyear contract for professional or consulting services, the Contract for the remaining term shall be cancelled and the Contractor shall be reimbursed in accordance with the terms of the Contract for the reasonable value of any nonrecurring costs incurred but not amortized in the price of services delivered pursuant to the Contract. The cost of cancellation may be paid from appropriations made specifically for the payment of such cancellation costs or from unobligated funds of the using agency.

With respect to all multiyear contracts for professional services and consulting services pursuant to this Subsection, there shall be no provisions for a penalty to the state for cancellation or early payment of the Contract.

### **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 the Contractor by the State shall remain the property of the State. The 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 the Contractor concerning the 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**

The 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.** The Contractor warrants that the 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.

The 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 the 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 the 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, the 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. The Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

## 16.0 Liability and Indemnification

### 16.1 Contractor Liability

The 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 the 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

The 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 the 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

The 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, the 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 this 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 the 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 this 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 this 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 of this Contract. 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 of this Contract for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

## 18.0 Licenses and Permits

The 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 this 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

The Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within 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, the Contractor shall only transfer an interest in this 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 this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of 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 Department of Children and Family Services.

## 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 Department of Children and Family Services, 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 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

The 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

The 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. The 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

The 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 this 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

The 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/>.

The 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 the 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 the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The 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 the 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 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 Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries**

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

#### **41.0 Prohibited Use of Funds**

The 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.

#### **42.0 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.

#### **43.0 Headings**

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

#### **44.0 Governing Law**

This Contract shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) 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 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.



#### 45.0 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.

#### 46.0 Order of Precedence

The Request for Proposals (RFP) Doc1156795171, dated [RFP Posted Date], addenda thereto, and the Contractor's Proposal dated [Proposal Signed Date], 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 Name] SIGNATURE:

DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
SIGNATURE:

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Office of State Procurement Approval:

By:

Title:

Date:



## Insurance Requirements for Contractors Attachment

The Contractor shall purchase and maintain for the duration of this 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.

4. **Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. Coverage through the Patients' Compensation Fund (PCF) is also acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

5. **Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of this Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.



## **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 this 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, the 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 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**

1. 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.
2. 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**

1. The 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.
2. The Certificate Holder shall be listed as follows:

State of Louisiana  
Office of State Procurement  
1201 N 3<sup>rd</sup> St, Claiborne Building, Suite 2-160  
Baton Rouge, LA 70802  
Contract #:

3. In addition to the Certificates, the 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.
4. 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 this 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 the Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that the 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 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 the Contractor, its owners, agents and employees. The parties further agree that the Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. The 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.





### Exhibit III – State and Local Presence

This form is to be completed by the Contractor after Contract award. The Contractor shall provide information of Contractor's offices located in Louisiana.

Contractor	
Address	
City	
Telephone Number	
E-Mail Address	
# of Technicians	
Certifications	
Other Support Staff	

Contractor	
Address	
City	
Telephone Number	
E-Mail Address	
# of Technicians	
Certifications	
Other Support Staff	



## **Exhibit IV - BUSINESS ASSOCIATE AGREEMENT**

This Agreement is made effective the \_\_\_\_ of \_\_\_\_, 2024, by and between **Louisiana Department Children and Family Services, dba as DCFS** hereinafter referred to as "Covered Entity", and **(insert business associate name)**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

### **WITNESSETH:**

**WHEREAS**, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

**WHEREAS**, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule"); and

**WHEREAS**, the American Recovery and Reinvestment Act of 2009 (Pub. L. 1115), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the "HIPAA Security and Privacy Rule" are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

**WHEREAS**, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Security and Privacy Rule; and

**WHEREAS**, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities to Covered Entity; and

**THEREFORE**, in consideration of the Parties' continuing obligations under the existing agreements, compliance with the HIPAA Security and Privacy Rule, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

### **I. DEFINITIONS**

Except as otherwise defined herein, any and all, capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.



Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

## **II. CONFIDENTIALITY AND SECURITY REQUIREMENTS**

### **(a) Business Associate agrees:**

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, (2) its Data Sharing Agreement with DHS or (3) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement and as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;

(ii) at termination of this Agreement, or any similar documentation of the business relationship of the Parties, or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(iv) Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the covered entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the covered entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than five (5) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410;

(v) Notice of a Breach shall include, at a minimum: (a) the identification of each individual whose Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach, (b) the date of the Breach, if known, (c) the scope of the Breach, and (d) a description of the Business Associate's response to the Breach. In the event of a Breach, Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect of such Breach that is known to Business Associate; and

(vi) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e) (1) (ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication, which might be deemed to be "marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable



requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(a) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

(b) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.

(c) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which does not comply with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

### **III. AVAILABILITY OF PHI**

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.



#### **IV. TERMINATION**

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

#### **V. INDEMNIFICATION AND INSURANCE**

Business Associate shall indemnify, defend and hold harmless Covered Entity and its directors, officers, subcontractors, employees, affiliates, agents, and representatives from and against any and all third party liabilities, costs, claims, suits, actions, proceedings, demands, losses and liabilities of any kind (including court costs and reasonable attorneys' fees) brought by a third party, arising from or relating to the acts or omissions of Business Associate or any of its directors, officers, subcontractors, employees, affiliates, agents, and representatives in connection with the Business Associate's performance under this Agreement or Service Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement. The indemnification provisions of this Section shall survive the termination of this Agreement.

Business Associate shall obtain no later than one month from Effective Date of this Agreement and maintain during the term of this Agreement liability insurance covering claims based on a violation of the Privacy Rule or any applicable law or regulation concerning the privacy of a patient information and claims based on its obligations pursuant to this Section in an amount not less than \$ 1,000,000 per claim. Such insurance shall be in the form of occurrence-based coverage. A copy of such policy or certificate evidencing the policy shall be provided to Covered Entity upon written notice.

#### **VI. MISCELLANEOUS**

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Louisiana. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information, which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in



the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, including any then-current requirements of the HITECH Act or its regulations, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, including the HITECH Act, then either Party has the right to terminate upon written notice to the other Party.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year written above.

[Contractor Name] SIGNATURE:

By:

Name:

Title:

Date:

DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
SIGNATURE:

By:

Name:

Title:

Date:



---

## **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 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 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 3<sup>rd</sup> 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 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 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 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.



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**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 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. The Proposer must, within 24 hours, notify the State of any change to the 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

Upon request of the State, the selected Proposer(s) shall provide 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, the Proposer acknowledges and certifies the following:

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

- ☐ Neither the 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 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. Prohibition of Companies That Discriminate Against Firearm and Ammunition Industries.**

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

**G. 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.

**H. 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 days of such notification.

**I. 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.

**J. Understanding of this RFP.**

Proposer has read this RFP in its entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing this RFP and any issues relating to the content of this 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 this RFP for asking questions or, if applicable, by filing a protest.

**K. Acceptance of Procedures.**

Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.



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**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**





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## 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: Response to Mandatory Minimum Requirements

#### I. Minimum Proposer Qualifications

- A.** Proposer must furnish AABB Certification for current year and previous three years.
- B.** Proposer must furnish College of American Pathologists (CAP) proficient testing accreditations for the current year.
- C.** Proposer must furnish proficient testing accreditations for the three previous years for Polymerase Chain Reaction (PCR.) Proposer shall furnish current accreditations of the laboratory. If none, Proposer shall furnish a statement to that effect.

Proposer shall provide evidence they meet or exceed these Mandatory Minimum Requirements.



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## 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 B: 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**

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 C: Executive Summary**

- I. Proposer should provide a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements set by the Agency.



## 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 D: Company Background and Experience

- I. Proposer should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposer should describe their experience in other states or in corporate/governmental entities of comparable size and diversity.
- II. Proposer should provide number of PCR genetic tests performed in the last three years.
- III. Proposer should provide at least three customer references. Each reference should be a client for which Proposer was the primary provider of services of similar type and scope to those defined in this RFP. Proposer should provide the names, address, email addresses and phone numbers of persons who can verify the accuracy of the information provided by the reference.

The State reserves the right to obtain information from any resources deemed necessary regardless of whether the Proposer provides the source.

The Proposer shall provide Exhibit V - Reference Response Request Form to the customer references. The Proposer's customer 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



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**Exhibit V - Reference Response Request Form**  
RFP for Genetic Testing Services for DCFS  
Doc1156795171

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 **January 7, 2025 at 10:00 AM**.

Proposer's Name: \_\_\_\_\_

Please complete the following form and e-mail the completed form directly to **Samuel Miller** at [Samuel.miller@la.gov](mailto:Samuel.miller@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 the following pages for the Products/Services/Work provided by Proposer. 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 Staff are knowledgeable, skilled, trustworthy, and balanced in terms of being task-oriented, trauma informed, and person-focused.</p> <p>Comments:</p>
	<p>B The Proposer lived up to the expectations, commitments and representations made during the procurement process.</p> <p>Comments:</p>
	<p>C. The Proposer demonstrated the ability to promptly negotiate an equitable contract within the terms and conditions that were important and acceptable.</p> <p>Comments:</p>
	<p>D. The Proposer was responsive and solution-oriented when there were issues or problems with the contract, timeline, scope or deliverables.</p> <p>Comments:</p>
	<p>E. The Proposer adhered to a sound project management methodology, using a comprehensive set of tools, processes and templates.</p> <p>Comments:</p>
	<p>F. The Proposer adhered to the terms of the contract and scope of work without undeserved complaint or unnecessary pressure.</p>
	<p>G. The Proposer created a work environment that was collaborative, constructive and cooperative.</p> <p>Comments:</p>
	<p>H. The Proposer was able to deliver a stable, reliable product/service that we use and value.</p> <p>Comments:</p>
	<p>I. In retrospect, the Proposer is one that we are glad we worked with.</p> <p>Comments:</p>



	J. In the future, the Proposer is one that we would like to work with again.  Comments:
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**Please provide the following:**

Original (proposed) price from this Proposer \$ \_\_\_\_\_

Actual delivered price \$ \_\_\_\_\_

Original (proposed) date of completion \_\_\_\_\_

Actual date of completion \_\_\_\_\_

If there were changes to the price or schedule, what was the cause of change?

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

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 E: Approach and Methodology

- I. Proposer should describe their understanding of the nature of the project, and how their proposal will best meet the needs of the State. Proposer should define the functional approach in providing the services required in this RFP by identifying the tasks necessary to meet all requirements.
- II. Proposer should submit a copy of its quality control procedures regarding DNA paternity testing. Proposer should describe in detail its internal quality control procedures for testing and re-testing samples in order to prevent the release of erroneous test results and should agree to submit its procedures to the CSE and Child Welfare Manager(s) or designee upon request for quality control review as to how test results are processed and inspected prior to release.

Proposer should describe in detail how it will:

- (a) Maintain comprehensive and sufficient quality controls to ensure that equipment and personnel will perform as required.
  - (b) Handle, process, and test samples in a manner that will ensure accuracy.
  - (c) Perform tests using only approved industry methods that are independently verified by the laboratory, and using the appropriate sample controls to ensure the validity of the test results.
- III. Proposer should describe their testing method used in standard trio cases to achieve a combined Paternity Index exceeding 10,000.

Proposer should also describe the method used in the following cases to achieve a Paternity Index exceeding 50,000. Explain, in detail, testing method proposed when it is not possible to obtain this level of determination on complex cases.

- A. Motherless Tests;
  - B. A paternity trio with a single non-match between alleged father and child (mutation);
  - C. The specimen must be sufficient to make genetic paternity testing determinations in cases in which the mother is deceased or unavailable and in cases where a genetic specimen may be taken from a biological relative of an unavailable or deceased putative father. When the child, mother, and putative father are all tested, the methodology must be sufficient to exclude at least 99.9% of the population as biological fathers of the child.
  - D. Incest;
  - E. All cases that identify more than one mutation during testing; and
  - F. Additional relationship with a biological relative of alleged father to the second degree (e.g. brother, natural father of alleged father, or uncle).
- IV. Proposer should define their criteria for using another lab to review the test results and include the percentage of cases that are sent for review.



- 
- V.** The proposal should include a logical, clear, and detailed statement of methodology for each major contractual requirement outlined in the Scope of Work. Mere assertion or affirmation that a requirement will be met will not be considered an acceptable response. Proposer should focus on the requirements that will best differentiate your Proposal and show its unique benefits.
  - VI.** Proposer should describe their escalation procedures to be followed by the Proposer to resolve project problems, issues, and/or changes during the project.
  - VII.** Proposer should describe their methodology for reporting statistics used in billing the State for the services provided.
  - VIII.** Proposer should describe their strategy for insuring confidentiality and security requirements are enforced.
  - IX.** Proposer should indicate with its proposal, how they maintain records and samples from the time the specimens are taken, transported, delivered and analyzed by the laboratory.
  - X.** Proposer should indicate the location of its labs, understanding that it is the preference of the State that the labs be located in the United States.
  - XI.** 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. This is an opportunity for the Proposer to demonstrate original or creative ideas.



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## 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 F: Proposed Staff Qualifications

- I. Proposer should provide total number of staff and titles with job descriptions and indications as to which are permanent or temporary, and which are full time or part time. If subcontractor personnel will be used, the proposer should clearly identify these persons.
- II. Proposer should also include a statement of its ability to commit key personnel for the full term of the Contract and its plan for doing so.
- III. Proposed management staff should have proven experience in managing programs for Genetic Testing for Child Support and Child Welfare programs. Proposer should identify its proposed team for the Contract. The resumes and qualification summaries should include:
  - a. Education
  - b. Training technical experience
  - c. Functional experience
  - d. Specific dates and names of employers
  - e. Relevant and related experience
  - f. Past and present projects with dates and responsibilities
  - g. Applicable certifications
  - h. Experience with and length of time employed by the Proposer
  - i. Role and responsibilities of each person on this project and their planned level of effort
  - j. Their anticipated duration of involvement
  - k. Their on-site availability



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### **Part 3: Financial Proposal**

Proposer must complete all required elements of the 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 the Financial Proposal may result in Proposer's proposal being deemed non-responsive.

Proposer is wholly responsible for ensuring figures and calculations submitted in the 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 the Financial Proposal may result in the 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.



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## 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 or more certified small entrepreneurship 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.

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



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{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.}



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**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:

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