

STATE OF LOUISIANA



**Department of
Children &
Family Services**

Building a Stronger Louisiana

**REQUEST FOR PROPOSALS
FOR
HOMELESS INITIATIVE**

RFP #: 360PURSSRFP015

PROPOSAL DUE DATE/TIME: MAY 13, 2013

3:00PM CDT

DATE

LAST REVISED 3/14/2013

TABLE OF CONTENTS

1	GENERAL INFORMATION	1
1.1	<i>Purpose</i>	1
1.2	<i>Background</i>	1
1.3	<i>Scope of Services</i>	1
2	ADMINISTRATIVE INFORMATION	1
2.1	<i>Term of Contract</i>	1
2.2	<i>Pre-proposal Conference</i>	2
2.3	<i>Proposer Inquiries</i>	2
2.4	<i>Definitions</i>	2
2.5	<i>Schedule of Events</i>	3
3	PROPOSAL INFORMATION	3
3.1	<i>Minimum Qualifications of Proposer</i>	3
3.2	<i>Determination of Responsibility</i>	3
3.2.1	Right to Prohibit Award	4
3.3	<i>RFP Addenda</i>	4
3.4	<i>Waiver of Administrative Informalities</i>	4
3.5	<i>Proposal Rejection/RFP Cancellation</i>	4
3.6	<i>Withdrawal of Proposal</i>	4
3.7	<i>Subcontracting Information</i>	4
3.8	<i>Ownership of Proposal</i>	5
3.9	<i>Proprietary Information</i>	5
3.10	<i>Cost of Preparing Proposals</i>	5
3.11	<i>Errors and Omissions in Proposal</i>	5
3.12	<i>Contract Award and Execution</i>	5
3.13	<i>Code of Ethics</i>	6
4	RESPONSE INSTRUCTIONS	6
4.1	<i>Proposal Submission</i>	6
4.2	<i>Proposal Format</i>	6
4.3	<i>Cover Letter</i>	7
4.4	<i>Certification Statement</i>	7
5	PROPOSAL CONTENT	7
5.1	<i>Executive Summary</i>	7
5.2	<i>Approach and Methodology</i>	8
5.3	<i>Corporate Background and Experience</i>	9
5.4	<i>Proposed Project Staff</i>	10
5.5	<i>Service Delivery Area</i>	10
5.6	<i>Cost Information</i>	11
6	EVALUATION AND SELECTION	12
6.1	<i>Evaluation Team</i>	12
6.2	<i>Administrative and Mandatory Screening</i>	13
6.3	<i>Clarification of Proposals</i>	13
6.4	<i>Oral Presentations/Discussions May be Required</i>	13
6.5	<i>Evaluation and Review</i>	13
6.5.1	Evaluation of Cost	14

6.6	<i>Announcement of Contractor</i>	14
7	SUCCESSFUL CONTRACTOR REQUIREMENTS	14
7.1	<i>Corporation Requirements</i>	14
7.2	<i>Billing and Payment</i>	14
7.3	<i>Confidentiality</i>	15
	ATTACHMENT I: SCOPE OF SERVICES	16
1	Overview	16
2	Tasks and Services	17
3	Outcomes	18
4	Functional Requirements	20
5	Technical Requirements.....	20
6	Project Requirements	20
	ATTACHMENT II: CERTIFICATION STATEMENT.....	23
	ATTACHMENT III: SAMPLE CONTRACT	24
	ATTACHMENT IV: CLARIFICATION ON ADMINISTRATIVE & ALLOWABLE COSTS	30
	ATTACHMENT V: BUDGET – Homeless Initiative RFP	31
	ATTACHMENT VI: DCFS REGIONAL CHART & MAP.....	37
1	DCFS Regional Chart	37
2	DCFS Regional Map.....	38
	ATTACHMENT VII: PROPOSAL COVER PAGE	39
	ATTACHMENT VIII: BOARD RESOLUTION.....	40

1 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Department of Children and Family Services (herein referred to as the State) for the purpose of soliciting proposals from qualified contractors interested in developing and administering a Homeless Initiative Program for homeless families or “at risk” homeless families.

Programs solicited under this Initiative should address the Temporary Assistance for Needy Families (TANF) goal to provide assistance to needy families so that children may be cared for in their homes or in the homes of relatives.

The proposer may submit a proposal specific to a particular region, a number of regions or a statewide delivery approach. A table of the nine (9) regions is listed in Attachment VI of the RFP.

There is approximately \$637,500 in TANF funds available for the Homeless Program.

1.2 Background

Funding for this initiative is provided by federal funds under Louisiana’s TANF Block Grant. The Homeless Initiative is established to end the cycle of homelessness in Louisiana by stabilizing homeless families, aiding these needy families in establishing permanent housing and becoming self-sufficient. By implementing this initiative, the Department seeks to:

- reduce the number of families found living on the streets from year to year,
- increase the number of families who have moved into permanent housing,
- reduce the number of families in homeless shelter services,
- reduce the number of days families are homeless, and
- reduce the amount of recidivism.

1.3 Scope of Services

Attachment I details the scope of services and outcomes or desired results that the State requires of the selected Contractor.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2013, and to continue through June 30, 2014. The State has the right to contract for up to 36 months upon approval. The extension(s) shall be with the concurrence of the Contractor and all appropriate approvals. In no event shall the term of the contract be for a period of more than 36 months.

2.2 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION

2.3 Proposer Inquiries

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

Gwendolyn D. Brooks, TANF Program Manager

627 N. 4th Street, Room 5-302

Baton Rouge, LA 70802

Email – Gwendolyn.D.Brooks@LA.GOV

Fax – 225-219-4363

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 3:00 p.m. Central Daylight Time (CDT) on the date specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by May 3, 2013, at <http://www.dcfslouisiana.gov/> and <http://www.prd1.doa.louisiana.gov/osp/lapac/pubmain.cfm>.

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

2.4 Definitions

Agency – Any department, commission, council, board, office, bureau, committee, institution, government, corporation or any other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.

Can – The term “can” denotes an advisory or permissible action.

Contractor – The proposer awarded the Contract as a result of this RFP.

Could – The term “could” denotes an advisory or permissible action.

May – The term “may” denotes an advisory or permissible action.

Must – The term “must” denotes a mandatory action or requirement.

Proposal – The formal written response to this document.

Should – The term “should” denotes an advisory action and is not mandatory.

Shall – The term “shall” denotes mandatory requirements.

Will – The term “will” denotes a mandatory action or requirement.

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	April 25, 2013
Deadline for receipt of written inquiries	April 30, 2013
Issue responses to written inquiries	May 3, 2013
Deadline for receipt of proposals	May 13, 2013
Announce award of contractor selection	May 22, 2013
Contract execution	July 1, 2013

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

3 PROPOSAL INFORMATION

3.1 Minimum Qualifications of Proposer

Proposers must meet the following minimum qualifications:

Those eligible to apply shall be local or statewide quasi-public agencies, non-profit (meeting the requirements of non-profit status as determined by the IRS) and for-profit organizations, including faith-based or other charitable organizations whose mission and service delivery is consistent with providing services to end the cycle of homelessness in Louisiana. This initiative will allow organizations/agencies an opportunity to develop innovative and strategic programming solutions suited to the unique needs of Louisiana's communities. Faith-based organizations must have a non-faith based alternative component to deliver the proposed services. Proposers should operate according to their bylaws and should include a copy of the bylaws in the proposal. Non-profits must have obtained a 501© status and should include copies of the IRS documentation of 501© status in the proposal. Organizations which are barred from receiving state or federal funds must not participate in this initiative, directly or indirectly, nor may a proposing organization utilize such ineligible organization in providing services under any contract awarded as a result of this RFP.

3.2 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136. The State must find that the selected proposer:

- has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- is able to comply with the proposed or required time of delivery or performance schedule;
- has a satisfactory record of integrity, judgment, and performance; and
- is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 RFP Addenda

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. It is the responsibility of the proposer to check the website at <http://www.dcfsls.gov/> or <http://www.prd1.doa.louisiana.gov/osp/lapac/pubmain.cfm> for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

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

3.5 Proposal Rejection/RFP Cancellation

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

3.6 Withdrawal of Proposal

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

3.7 Subcontracting Information

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

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

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

3.8 Ownership of Proposal

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

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 Cost of Preparing Proposals

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

3.11 Errors and Omissions in Proposal

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

3.12 Contract Award and Execution

The State reserves the right to contract for all or a partial list of services offered in the proposal. The RFP and proposal of the selected proposer shall become part of any contract initiated by the State.

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

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

Under no circumstances will the contractor(s) be reimbursed in excess of the amount specified in the proposal. Services proposed should be performed unless approved in writing by the State and any cost overruns are solely at the expense of the Contractor(s).

3.13 Code of Ethics

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

4 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 3:00 p.m. CDT on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Department of Children and Family Services

Jeanine LeBlanc, Contracts/Grant Reviewer 4

Post Office Box 94065, Cubicle 6-300-29

Baton Rouge, LA 70804-9065

For courier delivery, the street address is 627 North 4th Street, Cubicle 6-300-29, Baton Rouge, Louisiana 70802 and the telephone number is (225) 342-5417. It is solely the responsibility of each proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The proposer shall submit the completed cover page (Attachment VII) and one original proposal and should submit four copies of the proposal to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. The original copy should be clearly marked or differentiated from the other copies of the proposals with the words "signed original". A certified copy of a board resolution granting such authority must be submitted if proposer is a corporation. (See sample Board Resolution, Attachment VIII.) The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 Proposal Format

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the proposer has the appropriate experience and qualifications to

perform the scope of services as described herein. Proposers should respond to all requested areas.

4.3 Cover Letter

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

4.4 Certification Statement

The proposer must sign and submit the Certification Statement shown in Attachment II.

5 PROPOSAL CONTENT

Proposer should conform to all instructions, conditions and requirements included in the Request for Proposal. Proposers should examine all documentation and other requirements. Failure to provide requested information needed for evaluation of the proposal may result in the reduction of points awarded.

All pages of each proposal should be consecutively numbered from beginning to end.

Proposals submitted for consideration should follow the format and order of presentation described below.

5.1 Executive Summary

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

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

The Summary should contain a brief description of the service delivery area proposed (specific region(s) or statewide service delivery approach), what population will be served, how many will be served, what services the proposer's organization will provide, amount of funds proposer is requesting, and how outcomes will be measured.

5.2 Approach and Methodology

The proposal should:

- Describe the program and what it will do to meet the goal of this RFP. Identify the short term/long-term goals and measurable objectives of the program, and a system to document and track progress towards meeting program goals and objectives and a precise statement of the outcomes of the services.
- Identify a minimum number of individuals to serve, provide a process of outreach and/or recruitment including working with community-based organizations to identify homeless families, a strategy for marketing the program, and the method of verifying income eligibility for families.
- Describe in detail the system of care for families including length of stay. Describe eligibility/intake process.
- Include how the individual needs of mother and/or father and children will be assessed and what services will be provided to help the family rebuild.
- Demonstrate how families will be accountable/responsible to the program.
- Include guidelines and policies that families must adhere to for the program. Describe what successful completion of program looks like for a family.
- Detail how the project will be accomplished, including schedules, deliverables, quality assurance, coordination of a broad service delivery area, reporting, and use of key personnel.
- Indicate ability to produce measurable gains towards proposed outcomes and performance indicator targets, extent to which programming is based on recognized model of service delivery.
- Include copies of measurement tools used to show progress towards moving families to permanent/ independent living.
- Describe how direct services that are provided in response to an episode of need or a specific crisis situation and are non-recurrent such as but not limited to food, clothing, and shelter assistance, will be tracked and not provided beyond four months.
- Describe how the use of qualified subcontractors will be determined and used to meet the stated goals, objectives and requirements of proposed service delivery (if applicable).
- Detail how subcontractors will be monitored to ensure terms of subcontracts are being met, service delivery is appropriate and program performance is adequate.
- Describe linkages or partnerships that will accomplish service goals.
- Include year-end program participation targets as defined in Section 3 in the Scope of Work. Describe monthly targets to demonstrate how the year-end outcomes and goals will be met. Proposers may develop additional measures specific to their unique services.
- Describe the methods that will be used to evaluate participant satisfaction. How will this information be used? How will participants have the opportunity for feedback? How will this information be used to improve services?

- Describe written policies as to how personnel-related issues and background checks will be addressed. (See Attachment I, Section 6, Additional Requirements for specific instructions.)
- Describe any other organizational or administrative aspects of your organization that you believe will have a positive impact on the provision of services to participants.

5.3 Corporate Background and Experience

The proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the proposer's qualifications and recent experience with serving homeless populations on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers. Proposers should demonstrate an understanding of TANF goals and guidelines, particularly as they relate to homelessness and document a demonstrated collaboration or partnership with community resources serving homeless populations.

The proposal should:

- Describe the professional qualifications of the organization or entity;
- Provide history of the organization's experience both in homeless service delivery and in working with low-income populations in this area within the past three years. Background information should include: type of shelter and services, physical address and detailed description of the physical facility;
- Detail all efforts of the proposer to alleviate homelessness. Include evidence of any past successes. How does this project complement existing services to the homeless in the area and impact unmet needs of the homeless population;
- Provide an overview of program results if the organization was previously awarded a TANF- funded contract;
- Provide evidence of capacity to plan and implement a sound program within the contract timeframe;
- Describe facilities, equipment, community partnerships or other relevant information;
- Provide specific information on the impact and outcomes on similar services delivered by proposer's organization;
- Describe partnerships and/or collaborations with other entities within the community. Include list of organizations and specific services the organization will provide to the program. Provide letters of agreement with any organization providing direct service to project;
- Include the names, affiliations, addresses and telephone numbers of Directors in the proposal. The organization must have systems of accountability to the community it

serves, including a community-based Board of Directors. Governmental entities are exempted from including Board of Directors information in the proposal; and

- Include the name and contact information for two references who can attest to the organization's ability to perform the services outlined in the RFP (excluding DCFS personnel).

5.4 Proposed Project Staff

The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

The proposal should:

- Demonstrate ability to attract and retain excellent staff with a background appropriate to the services offered,
- A project director should be appointed by the Contractor(s) for each proposed project, and a full resume', detailing the director's qualifications and experience, should be included in the proposal, and
- Provide resumes and job descriptions of the staff that will oversee administrative, budget, and financial duties as well as program staff for service delivery of services (If staff are not currently employed with proposer's organization, provide detailed job descriptions for the positions). Provide notification to the State when the proposer's project director or any of the proposer's key personnel are removed or replaced.

5.5 Service Delivery Area

The proposal should:

- Describe the general characteristics of the homeless population in the selected service delivery area (region(s) or statewide),
- Describe demographics and economics of the selected area,
- Estimate or provide evidence of the number of homeless individuals in need of assistance and estimate the number to be served by this project,
- Describe how services will be targeted to high-risk areas within the selected area, and
- Demonstrate effective collaboration aimed at serving the identified population.

5.6 Cost Information

The proposer shall submit a total cost for providing all services in the service delivery area proposed (region(s) or statewide) as described in the RFP for the time period of July 1, 2013, through June 30, 2014. This cost per service delivery area shall remain firm for the initial term of the contract as well as any renewal terms that may follow. The proposer should adhere to all budget guidelines regarding expenditures described in this section.

The proposer should provide cost information in the following formats: Budget(s), Budget Narrative(s), and Cost Allocation (if applicable).

Budget – Must be submitted on required template, See Attachment V, or an exact duplicate.

Budget Narrative – The Budget Narrative should be completed on a separate sheet of paper titled “Budget Narrative” and should detail all Budget Line Items under each Expenditure Category. For example, the Salaries Category should outline each salaried position including title and monthly or hourly salary.

Salaries – The proposer should list the name(s), position(s), and total salary, percentage of compensation requested and full/part-time status of staff actually working on this program. The proposer should give length of employment, number of months (weeks, hours) to be paid, and amount per month (week, hour).

Salaries should be in line with those in similar positions within the community. The Proposer should be sure to only include the salaries as they relate to the proposed service. An Executive Director may also have responsibilities in other program areas, only the time spent on proposed service is allowable. The proposer should indicate administrative or direct nature of salary.

NOTE: Salary and Employee Benefits for direct service delivery staff should be shown in the Program Column and shall not apply to the 10% administrative cap.

Fringe Salaries – The proposer should list only the employer’s share for funded salaries. If employee is only spending a percentage of time working on this program, the proposer should include only the percentage requested for this proposal. Fringe benefits should not exceed 25% of the total salary. The rate or expense used for calculations should be shown for each type:

- Social Security FICA: 6.2%
- Medicare – 1.45%
- Health/Life Insurance
- Workers’ Compensation
- Unemployment
- Public/Private Retirement
- Liability/Malpractice Insurance (if part of an employee benefit package)

Operating Expenses – The proposer should list expenses associated with services needed to operate the program. This may include, but is not limited to, the items listed on the Budget Form.

NOTE:

Travel – The proposer should indicate the individuals, purpose and itemized listing of travel costs. Travel expenses should be in accordance with State Travel Regulations, which may be accessed at <http://www.doa.louisiana.gov/osp/travel/travelpolicy/travelguide.pdf>.

Operating Supplies – The proposer should list supply items that are consumable and have a life expectancy of less than one year.

Administrative/Indirect Costs – Administrative costs for TANF-funded services should be no more than ten percent of an entity's total allocation for the service. See Attachment IV for further clarification.

Capital Purchases – The proposer should list the proposed acquisitions/equipment requested. The list should include a description of each item, purpose within the program and its acquisition cost. NOTE: All acquisitions require written approval from DCFS, after approval of the contract, to ensure State purchasing procedures and property control guidelines are followed.

Other Charges – Other expenses should list the type, purpose, method of computation, quantity, etc.

Professional Services – Professional Services may include consulting, counseling services procured from contractors, or accounting. The list of professional services should include the service provider name and title, description of the services provided, rate of pay and the annual dollar amount of the contract/agreement.

Cost Allocation Plan – A cost allocation plan should be included for all costs that are shared between programs.

Proposers should consider the following in preparation of their BUDGET:

- If chosen as contractor, any deviation of the approved proposed budget shall have DCFS approval prior to incurring the expense.
- Expenditures not in the approved budget or over the budgeted amount will be disallowed, unless DCFS approval has been obtained.
- All expenses must be pro-rated for this program. Expenses incurred outside the dates of the contract awarded shall not be reimbursable and shall not include retroactive pay increases.
- All expenses must be reasonable and necessary.

6 EVALUATION AND SELECTION

6.1 Evaluation Team

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

6.2 Administrative and Mandatory Screening

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

6.3 Clarification of Proposals

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

6.4 Oral Presentations/Discussions May be Required

NOT APPLICABLE TO THIS SOLICITATION.

6.5 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The committee consisting of DCFS personnel and/or other qualified professionals will recommend for selection the proposal(s) which most closely meet(s) the requirements of the RFP and the needs of the State, and which receive(s) the highest score(s) per region or statewide. The final decision will be made by the Secretary or Undersecretary of DCFS. The State reserves the right to award without discussion based on initial proposals received.

One proposer may be selected to develop and operate the program for the entire state or more than one proposer may be selected to operate the program in one or more regions of the state.

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

CRITERIA	MAXIMUM SCORE
1. Approach and Methodology	35
2. Background and Experience	15
3. Staff Qualifications	15
4. Service Delivery Area	10
5. Cost	25
TOTAL SCORE	100

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer(s) with the highest score(s) per region or statewide.

6.5.1 Evaluation of Cost

Cost will be assessed based upon the reasonableness of the proposed contract activities relative to the contract price, its reasonableness as compared with other proposals submitted, the reasonableness of personnel costs including the allocation of funding among administrative and other personnel based on the quality and level of services provided by each, and the necessity of equipment and overhead costs.

6.6 *Announcement of Contractor*

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

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum with list of criteria used and the weight assigned each criteria; scores of each proposal considered with the overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any contractor aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

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

7 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 *Corporation Requirements*

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

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 *Billing and Payment*

The funds awarded through this contract are not grant funds, they are contracted services. Contractors will receive payment for services rendered according to the approved budget and submittal of appropriate documentation.

Costs for providing services will be paid on a cost reimbursement basis. Contractor will bill monthly, in arrears, for actual expenditures for services rendered. Verification of expenditures must accompany the monthly bill for reimbursement. Billing for expenses must conform to practices and procedures set forth in the Social Services Procurement Code. Administrative costs should not exceed 10% of the requested funding. The Contractor shall comply with Attachment IV for administrative and allowable costs.

All equipment purchases will be discussed during contract negotiation. The property standards used for all equipment purchased with TANF funds awarded under this contract, depending upon the type of entity awarded the contract, shall be governed by 45 CFR 74.34 or 45 CFR 92.32.

The Contractor shall comply with the following:

- Any deviation of the approved budget shall have DCFS approval prior to incurring the expense.
- Expenditures not in the approved budget or over the budgeted amount will be disallowed, unless DCFS approval has been obtained.
- All expenses must be pro-rated for this program. Expenses incurred outside the dates of the contract awarded shall not be reimbursable and shall not include retroactive pay increases.
- All expenses must be reasonable and necessary.

7.3 Confidentiality

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

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

ATTACHMENT I: SCOPE OF SERVICES

1 Overview

DCFS is requesting proposals from qualified entities to end the cycle of homelessness in Louisiana by stabilizing homeless families and aiding them in establishing permanent housing. The State's goal is to help homeless families to reach their highest level of self-sufficiency and move permanently to independent living.

The TANF funds available for this initiative will address the following TANF goal: to provide assistance to needy families so that children may be cared for in their homes or in the homes of relatives. A needy family consists of a minor child and a custodial parent, or caretaker relative of the minor child and is defined as a family in which any member receives a Family Independence Temporary Assistance Program (FITAP) grant, Kinship Care Subsidy Program (KCSP) grant, Supplemental Nutrition Assistance Program (SNAP) benefits, Child Care Assistance Program (CCAP) services, Title IV-E, Medicaid, Louisiana Children's Health Insurance Program (LaCHIP) benefits, Supplemental Security Income (SSI), Free or Reduced Lunch, or who has earned income at or below 200 percent of the federal poverty level.

DCFS plans to promote a "Housing First" approach to ending homelessness for families within the State of Louisiana. This approach is based on two simple principles:

- **The best way to end homelessness is to prevent individuals from becoming homeless and therefore move individuals and families into permanent housing as quickly as possible.**
- **Provide services to help individuals and families stay housed, link them to services and long-term supports, and prevent a recurrence.**

According to the National Law Center on Homelessness and Poverty (NLCPH), the foreclosure and economic crisis significantly increased homelessness and the number of families at risk of homelessness in cities and counties across the nation.

- The United States Department of Housing and Urban Development reports that on any given night in January 2011 there were approximately 636,017 people homeless.
- The chronically homeless population has decreased 13% since 2007 due to an increase in the permanent supportive housing beds available.
- In 2011, four in 10 homeless individuals were unsheltered and sleeping on the street or in cars, indicating a 2% increase in the unsheltered population since 2009.
- The 2012, Landscape on Housing Report found that almost one in four working households spends more than half of its income on housing.
- While the homeless population overall decreased nationally in the past year, it increased in 24 states and the District of Columbia, proving that much more needs to be done to address homelessness across the country.

According to the December 2012 annual Hunger and Homelessness Survey conducted by the U.S. Conference of Mayors, three main causes of homelessness were identified among families

with children including lack of affordable housing, poverty, and unemployment. Next came eviction, domestic violence, and low-paying jobs.

In recent years, the numbers of homeless individuals and families have also increased in Louisiana. The occurrence of homelessness increased 127.19% from 2007 to 2010 during the aftermath of Hurricanes Katrina and Rita.

According to the U.S. Department of Housing and Urban Development (HUD), Office of Community Planning and Development (AHAR), the issue of homelessness remains an ongoing tragedy that affects every community. In Louisiana, some 12,482 homeless persons received Continuum of Care services during 2010, with 4,096 receiving shelter services, and 8,386 receiving non-shelter services. Upon reviewing the distribution of Permanent Supportive Housing beds by state, AHAR ranked Louisiana 21st (from highest to lowest) as utilizing some 104 programs with 2,841 beds in Louisiana.

2 *Tasks and Services*

Contractor Responsibilities

The Contractor must develop and administer a Homeless Initiative Program for homeless families or “at risk” homeless families based on a "Housing First" approach. The Contractor may provide services which include but are not limited to comprehensive case management, educational and employment opportunities for adult participants, community referrals, life skill modules, and housing options to end the cycle of homelessness in Louisiana. Furthermore, direct services that are provided in response to an episode of need or a specific crisis situation and are non-recurrent such as but not limited to food, clothing, and shelter assistance, must not be provided by the Contractor beyond four months.

The Contractor’s program under this initiative must address the TANF goal, which is to provide assistance to needy families so that children may be cared for in their homes or in the homes of relatives by providing educational and employment opportunities to increase the literacy level and effectiveness of a caregiver.

The Contractor must provide Core Services that:

- **reduce the number of families found on the streets from year to year,**
- **increase the number of families who have moved into permanent housing,**
- **reduce the number of families in homeless shelter services,**
- **reduce the number of days families are homeless, and**
- **reduce the amount of recidivism.**

The Contractor must provide support services including referrals for other services for the needy family. The supportive services provided must relate to one or more of the five core services.

The Contractor must limit services to needy families, that is a family in which any member receives a Family Independence Temporary Assistance Program (FITAP) grant, Kinship Care Subsidy Program (KCSP) grant, Supplemental Nutrition Assistance Program (SNAP) benefits, Child Care Assistance Program (CCAP) services, Title IV-E, Medicaid, Louisiana Children's Health Insurance Program (LaCHIP) benefits, Supplemental Security Income (SSI), Free or Reduced Lunch, or who has earned income at or below 200 percent of the federal poverty level. A needy family consists of minor children residing with custodial parents, or caretaker relatives of minor children.

The Contractor must report monthly performance data to the DCFS TANF Performance system.

The Contractor must recognize the funding agency (DCFS) on all outreach materials and coordinate any media releases with the DCFS Director of Communications.

The Contractor must have the DCFS logo on all media and published materials including but not limited to brochures, posters and training booklets that are purchased with TANF funds.

3 *Outcomes*

The Contractor should provide monthly performance measures to be tracked in order to determine demand, utilization and program effectiveness for families served in the community where services are to be offered. Performance measures should be specific, quantifiable in numbers, and directly related to the activities of the program. A minimum of performance measures should include the following for all families served as of the start date of the contract period:

Monthly:

- Number of eligible families admitted to the program within a specific month by each of the following categories.
 - Number of "at risk" homeless family cases accepted. An "at risk" family is defined as "but for the prevention assistance, the family would be homeless within 14 days".
 - Number of "chronically" homeless family cases accepted. "Chronically" homeless is defined as families that have been continuously homeless for over one year.
 - Number of family cases accepted that do not meet either criteria above.
 - Number of families determined to be ineligible for services within a specific month (eligibility as defined in section 1.0).
 - Number of individuals admitted to the program within a specific month.
 - Number of minor children admitted to the program within a specific month.
 - Number of families that are actively engaged and/or participating in a program of services within a specific month.
 - Number of families in emergency/transitional housing within in a specific month.
 - Number of mainstream services used to assist clients within in a specific month (may include but not limited to Medicaid, SNAP, Child Care, SSI).

- Number of families that are not engaged and/or participating in a program of services within a specific month.
- Number of families discharged from the program upon completion of a specified program of services and has obtained permanent housing within a specific month.
- Number of families discharged from the program upon completion of a specified program of services and has not obtained permanent housing within a specific month.
- Number of families discharged from the program due to inactive participation and/or non contact with the provider within a specific month. Proposers must define their period of time for inactive participation/non contact related discharges.
- Number of families returning for services within a specific month by the following criteria:
 - Families that were not engaged and/or participating in a program of services for 3 or more months
 - Families discharged from the program during the contract period (including any extensions) with permanent housing.
 - Families discharged from the program during the contract period (including any extensions) without permanent housing.

To be reported at end of contract period (including any extensions) or by request:

- Average length of stay in emergency/transitional housing.
- Average time to link to housing.
- Average time to link to case management.

The Contractor should pay careful attention to the measures that they will be responsible for reporting on a monthly basis. The Contractor should have understanding of what is being captured in the measure as well as the methodology that will be used to retrieve the data. Proposal should indicate the data collection and tracking mechanisms that will be utilized for reporting purposes.

Proposals should include year-end program participation targets for each service delivery program component. This year-end target should be a projection of monthly targets to demonstrate how the year-end goal will be met. If 80% of the monthly target for program participation as set in the contract is not achieved, a corrective action plan may be required. If the corrective action plan is inadequate, the Contractor is unresponsive, or if performance does not improve after corrective plan implementation, contract termination may be considered.

4 *Functional Requirements*

The services provided by the Contractor to accomplish the Statement of Work shall be under the control, management and supervision of the Contractor unless stated otherwise in the Statement of Work. The Contractor shall have a sound business management capability. The Contractor must also have adequate liability insurance and must adopt referral procedures that limit liability risks. The Department of Children and Family Services requires a minimum of \$1,000,000 in coverage.

5 *Technical Requirements*

NOT APPLICABLE TO THIS CONTRACT

6 *Project Requirements*

The Contractor will be responsible for program operation services and client services. Program operation services shall be those services and functions associated with the development and operation of the overall program, including administrative costs. Client services shall be those services that are provided directly to clients. The Contractor shall provide the program operation services and shall provide the client services or subcontract with other providers.

Program operation services/administrative

Administrative and program support services necessary for the efficient and accountable operation of the program for the area served, shall include, but shall not be limited to:

Financial management and reporting, including the development of appropriate financial controls and policies applicable to the services;

- Provider network development
- Provider payment
- Complaint management and customer satisfaction
- Quality assurance of services
- Services necessary to recruit and enable the participation of qualified service providers
- Services that enhance the utilization and effectiveness of the array of services

The Contractor may utilize subcontractors for services, but shall be responsible for all services, including those provided by subcontractors.

Program operation services/outreach

The Contractor shall provide services that increase the public's awareness and knowledge of the program, such as radio ads, billboards, brochures in medical offices and/or social media.

Client Services

The Contractor shall provide a viable and effective program that will move homeless families or “at risk” homeless families to reach their highest level of self-sufficiency and move permanently to independent living.

Reporting Requirements

The Contractor will be required to report monthly performance data to the DCFS TANF Performance system.

Monitoring/Evaluation of TANF Services

All contracts awarded through this RFP must grant to the State of Louisiana, through the Department of Children and Family Services, the Office of the Legislative Auditor, Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under the contract. The Contractor(s) and any subcontractor(s) must cooperate with any monitoring/evaluation site visits or requests for information from the above-mentioned entities.

Additional Requirements

- A. In conjunction with other requirements outlined, the following additional requirements are to be made a part of any proposal submitted. The Contractor should include written policies as to how their organization will address personnel-related issues. These policies should be aimed toward both personnel and the program participants. The policies should include guidance on how the following issues will be addressed; however, the Contractor is not required to limit their policies to the following topics.
1. The Contractor should have written policies regarding substance abuse. The policy should cover staff and participants. The policy should reflect how participant referrals are made to the appropriate agency and how each Contractor will work with that agency to ensure that appropriate services are provided.
 2. The Contractor should have a written policy regarding child abuse reporting requirements. The policy should cover staff and participants. The policy should reflect how participant referrals are made to the appropriate agency and how each Contractor will work with that agency to ensure that appropriate services are provided.
 3. The Contractor should have written policies regarding domestic violence. The policy should cover staff and participants. The policy should reflect how participant referrals are made to the appropriate agency and how each Contractor will work with that agency to ensure that appropriate services are provided.

- B. The Contractor shall ensure that any staff or volunteer in a position of supervisory or disciplinary authority over children will have the appropriate background checks as required by Louisiana State Law R.S. 15:587.1.

Note: The costs for background checks should be included when developing the cost reimbursement budget.

ATTACHMENT II: CERTIFICATION STATEMENT

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

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

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have seven (7) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III: SAMPLE CONTRACT

CFMS# _____
OCR# _____

DSS-CF-1
Rev. 02/2011

AGREEMENT BETWEEN
THE STATE OF LOUISIANA
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
AND

FOR
___ Personal ___ Professional ___ Consulting ___ Social Services ___ Interagency

1) Provider/	5) Fed. Employee Tax ID or SS #:
2) Address	6) Parish(es) Served:
3) City: State: LA Zip:	(Contracts with individuals) 7) License or Certificate #:
4) Remit-To-Address (if different)	(Contracts with individuals) 8) Date of Birth:
City State Zip Code	(Contracts with individuals) 9) Place of Birth:

- 10) **Brief Description of Services to be provided:** Include description of work to be performed, goals and objectives to be met that are measurable; description of reports or other deliverables with dates to be received (when applicable). In a consulting service, a resume' of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

11) Effective Date: _____ 12) Termination Date: _____

13) **Maximum Contract Amount:** _____

- 14) Terms of Payment: If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate **RATE OR STANDARD OF PAYMENT**, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract. **If cost reimbursement, reference Budget.** (Attach as Exhibit B, if applicable)

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: _____
(Specific Person, Position or Section)

15) Special or Additional Provisions, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):
16) _____

16) If Corporation ___ Profit or ___ **Non-Profit** ___ Let by RFP ___ Advance ___ Vendor ___ Subrecipient

CFDA Title and Number _____
Award Name, Number, Year: _____
Federal Agency: _____
Federal Laws/Regulations _____

General Terms and Conditions

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

Contract Monitor

The Contract Monitor for this contract is _____ Name and Title

Monitoring Plan: Contract agency shall develop a monitoring plan specific to the monitoring needs and performances measures of the Contract Party's project. During the term of this agreement, Contracting Party shall discuss with State's Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. Contract Monitor shall review and analyze Contracting Party's Plan to ensure compliance with contract requirements.

Prohibition against Discrimination

The contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees to provide a work environment free of potential harassment and 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, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Confidentiality

Contractor shall abide by all laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality.

Audits, Inspection and Review of Records

Contractor grants to the Agency, the State of Louisiana, through the Office of the Legislative Auditor, Office of the Inspector General, Federal Government and/or any other officially designated authorized representative of the Agency the right to audit, inspect and review all books and records pertaining to services rendered under this contract and the right to conduct on-site monitoring..

Social Service Contractor also agrees to comply with federal and/or state regulations and laws requiring an audit based on one or more of the following criteria:

- (1) Any subrecipient contractor who expends \$500,000 or more in federal funds from all sources is required to have performed a single audit for that year under the provisions of OMB Circular A-133, Revised June 27, 2003, and Audits of States, Local Governments, and Non-Profit Organizations. Single audits shall be conducted in accordance with generally accepted government auditing standards (GAGAS) issued by the Comptroller General of the United States. The only exceptions to an annual audit are those exceptions as noted at Section ____220 of OMB Circular A-133.
- (2) Any subrecipient contractor who expends less than \$500,000 in federal funds from all sources and who is subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), shall follow the guidance offered in the Louisiana Governmental Audit Guide (as Revised). Those who are subject to the provisions of Louisiana Revised Statutes 24:513 include governmental, public or quasi-public agencies or bodies as defined by the Statute.
- (3) Any subrecipient contractor who expends less than \$500,000 in federal funds from all sources and is not subject to the provisions of Louisiana Revised Statutes 24:513 (State Audit Law), then no audit is required.
- (4) Any subrecipient contractor who is a nongovernmental provider and receives \$100,000 or more per year of state funds via one or more cost reimbursement contracts, shall submit to the Agency source documentation (evidenced by invoices, cancelled checks, certified payroll sheets, etc.) to justify each payment request. Agency may at its discretion request that a contract compliance audit utilizing internal auditors, certified public accountant or the Legislative Auditor's office be performed. These provisions are cited at Louisiana Administrative Code Title 34: V: 134.

Contractor subrecipient is required to obtain approval of its engagement letter from the Legislative Auditor's office. This engagement letter approval process should begin at least ninety (90) days prior to the end of the Contractor's fiscal year. Contractor subrecipient shall inform the Agency thirty (30) days prior to the close of their fiscal year by way of written notification of the type of engagement (single audit, program audit, compilation/attestation, etc.), the fiscal year end of the engagement and the projected total of federal and/or state fund expenditures. If the cost of the audit is to be recovered through this contract, a budget showing that portion of the audit cost allocated to each federal and/or state funded program, contract or grant should be attached. Subrecipient contractor should be aware that there may be limitations on audit costs charged to certain federal and/or state programs based on total funding and other considerations.

Upon completion of the audit engagement, two (2) copies of the completed report shall be forwarded to: Louisiana Department of Social Services, c/o Office of Management and Finance, External Audit Section, P. O. Box 3927, Baton Rouge, LA 70821. This is in addition to any other required submissions imposed on the audit entity.

Record Retention and Inspection

Contractor agrees to retain all books, records, and other documents relevant to contract and funds expended thereunder for at least four (4) calendar years after final payment or for three (3) calendar years after audit issues or litigation have been resolved.

Assignment of Interest in the Contract

Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Agency thereto, provided, however, that claims for money due or to become due to the Contractor from the Agency under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to the State. Failure to provide prompt written notice of any such assignment shall be grounds for termination of the contract. "Prompt written notice" is defined as "written notice provided within ten days of the assignment".

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and shall be identified under _____ (tax ID #)

Payments

It is agreed that in consideration for the goods delivered or services performed, the Agency shall make all checks payable to the order of Contractor in the amounts expressed or specified in the agreement. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations and shall be specified under "Special Provisions." It is further agreed that Contractor accepts payment made under the terms of the agreement in full for services delivered.

Prohibitions on use of funds

No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition of matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.

Notice of State Employment

This subsection is applicable only to contracts with individuals.

Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify appointing authority of any existing contract with the State of Louisiana and notify the contracting office of any additional state employment.

Property of the State

When applicable, upon completion of this contract or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall become property of the state.

Subcontracts

Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of the Agency (which approval shall be attached to the original agreement). Any subcontracts approved by Agency shall be subject to conditions and provisions as the Agency may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this agreement, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement; and provided, further, however, that no provisions of this clause and no such approval by the Agency or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Agency beyond those specifically set forth herein. Further provided that no subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor. Any subcontractor shall be required to sign the Subcontractor Debarment Certification Attachment which shall become a part of this contract.

Alterations, Variations, Modifications, or Waivers

Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by Agency.

Amendments

Any amendment to this agreement shall not be valid until it has been executed by the Undersecretary or Assistant Secretary or other designated authority of the office which is a party to the contract and the Contractor, and approved by required authority of the Department, and, if the contract exceeds \$20,000.00 the Director of the Office of Contractual Review, Division of Administration.

Set Off

In the event the Agency determines that certain costs which have been reimbursed to Contractor pursuant to this or previous agreements are not allowable, the Agency shall have the right to set off and withhold said amounts from any amount due the Contractor under this agreement for costs that are allowable.

Background Checks

Contractors shall ensure that any staff or volunteer in a position of supervisory or disciplinary authority over children will have the appropriate background checks as required by Louisiana State Law (See R.S. 15:587.1).

Hold Harmless

Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expenses and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Availability of Funds

This agreement is subject to and conditioned upon the availability and appropriation of Federal, and/or State funds; and no liability or obligation for payment will develop between the parties until the agreement has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration, in accordance with R.S. 39:1502. It is the responsibility of the contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.

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

Reports

If applicable, at least by the end of each 6 month period of the above mentioned contract, Contractor must submit to the Agency, a written report detailing the use of funds, progress toward meeting specific goals, measurable objectives, terms, results or conditions that can be achieved in the specific allocated time.

Environmental Tobacco Smoke

Provider will comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (ACT), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs, either directly, or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The ACT does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The provider further agrees that the above language will be included in any sub-awards which contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30)

days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. 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 give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

Termination for Convenience

This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party but in no case shall continue beyond specified termination date. The contractor shall be entitled to payment for work in progress, to the extent work has been performed satisfactorily.

Controversies

Any claim or controversy arising between the State and the Contractor shall be resolved pursuant to R.S. 39:1524-1526.

Force Majeure

The Contractor and the State of Louisiana shall be exempted from performance under the contract for any period that the Contractor or State of Louisiana is prevented from performing any services in whole or part as a result of an Act of God, strike, war, civil disturbance, epidemic or court order, provided the Contractor or State of Louisiana has prudently and promptly acted to make any and all corrective steps that the Contractor or State of Louisiana can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination.

Governing Law

All activities associated with this contract shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1498-1526; executive orders; and standard terms and conditions.

Headings

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

Anti-Kickback Clause (Federal Clause)

Contractor agrees to adhere to the mandate dictated by the Copeland (Anti-Kick) Act which provides that each Contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation.

Clean Air Act (Federal Clause)

Contractor 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 nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. This clause applies to contracts with federal funds.

Energy Policy and Conservation (Federal Clause)

Contractor 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). This clause applies to contracts with federal funds.

Clean Water Act (Federal Clause)

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act, which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. This clause applies to contracts with federal funds.

Code of Ethics

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

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

1. The primary contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

- (b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

2. Where the primary contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

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

Signature Date

STATE OF LOUISIANA
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
Suzy Sonnier, Secretary

Type name of Contractor

Etta Harris, Undersecretary

DCFS Agency

(If corporation, type name and title of person signing contract)

Name and title

Signature Date

Division of Programs _____
Office

ATTACHMENT IV: CLARIFICATION ON ADMINISTRATIVE & ALLOWABLE COSTS

As a general rule, administrative costs for TANF-funded services should be no more than ten percent of an entity's total allocation. **Agencies who receive TANF funding shall ensure that any contractors adhere to these specifications.** The examples below should help illustrate the types of cost allocations that would generally be considered to be administrative or non-administrative costs and identified costs that would not be considered allowable even if otherwise related to service delivery.

The cost of salaries and related benefits should be calculated only for the percentage of time personnel works on TANF-funded activities. For example, a project director may be employed full time, but only four hours per week is allocated for TANF-funded activities. Only that portion of salary and benefits should be considered as an allowable cost, not the entire annual salary. Recipient agencies shall also ensure that any building costs related to program operation charge only the percentage of time that the facility is utilized for operations related to a TANF activity. For example, a program may receive funding from multiple sources, only the amount of time the building is used to provide TANF services should be considered a TANF expense. TANF shall not be used to subsidize building operations for other services.

The following are guidelines as to what is considered an administrative cost:

- ✓ General administration or coordination of program, including accounting and payroll functions;
- ✓ Salaries and indirect costs associated with performing administrative functions;
- ✓ Supplies, equipment, travel, postage, utilities and office space related to the administration of a program;
- ✓ Activities related to eligibility determinations;
- ✓ Preparation of program plan, budget and schedules; and
- ✓ Program monitoring and audits of service functions.

The following are guidelines as to what is considered a non-administrative cost:

- ✓ Direct cost of providing program services including client activities, assessment, case management, etc.;
- ✓ Salaries and indirect costs associated with performing services functions;
- ✓ Supplies, equipment, travel, postage, utilities and office space related to the performing of services functions;
- ✓ Evaluations of service functions
- ✓ Technology/management information systems (including data tracking for performance) not related to payroll, personnel or other administrative functions.

The following are not generally considered allowable costs under TANF, even if they are related to program operations:

- ✓ Purchase of vehicles;
- ✓ Renovation, construction or purchase (including payment of a mortgage) of a building used for program operation;
- ✓ Payment of bad debts, or interest payments as a result of credit agreements;
- ✓ Medical services;
- ✓ Payment of stipends to program participants without prior authorization from DCFS;
- ✓ Payment of on-going basic needs (cash, food or housing) beyond four months;
- ✓ Services provided to elderly adults without minor children and single adults without children
- ✓ Payment of basic needs (housing, beds, etc.) for minors and adults in secure facilities;
- ✓ Payment of equipment costs that exceed or are disproportionate in relation to the cost of service delivery;
- ✓ Purchase of alcohol; and
- ✓ Services/materials determined to be inappropriate in their relation to program delivery.

ATTACHMENT V: BUDGET – Homeless Initiative RFP**PROPOSER**

ADDRESS**REGION (S) SERVED****BUDGET PERIOD**

NOTE All budget justifications including computation of this budget must be retained and provided upon request. If more space is needed, the proposer may attach additional sheets utilizing the same format for the appropriate section.

NUMBER OF MONTHS IN BUDGET PERIOD**SECTION 1. PERSONNEL SERVICES - (Contracted/hourly employees not included)**

Proposer should complete this section only for expenses that will be invoiced to the contract. Proposer should attach a cost allocation table for all positions that will be invoiced at less than 100% to the Program. Percentage of salary charged to contract should correlate to the actual percentage of time worked in the program.

NAME POSITION/TITLE	TOTAL SALARY (from all sources) MONTH (Fringes not included)	% CONTRACT SALARY	AMOUNT CONTRACT SALARY MONTHLY	BUDGET PERIOD TOTAL SALARY (Monthly salary x # months) no fringes
1				
2				
3				
4				
5				
6				
7				
8				
TOTAL				
ADDITIONAL SHEET 1A TOTAL				
SECTION 1. TOTAL				

Fringe Note: The Proposer should Itemize the fringe benefits for each position listed. Fringe benefits should not be included in gross salary.

Position/Title	Retirement	Insurance	FICA	UI	Workers Comp	Other	Monthly Total	% To Contract	Monthly To Contract	Budget Period Total
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
Total										

SECTION 2. OPERATING EXPENSES

The Proposer should complete this section only for expenses identified to the contract. If the charge to the contract is less than 100 %, the Proposer should attach a cost allocation table. If additional expenses are to be budgeted, proposer should add an additional sheet with complete description of item and costs.

LINE ITEM	BUDGET PERIOD TOTAL
BUILDING RENT	
PRINTING	
UTILITIES	
TELEPHONE	
TRAVEL (Must follow State Travel Regulations)	
POSTAGE	
OFFICE SUPPLIES	
COPY MACHINE	
TOTAL	

SECTION 3. MATERIAL & SUPPLIES

The Proposer should complete this section only for expenses identified to the contract.

LINE ITEM	BUDGET PERIOD TOTAL
TOTAL	

SECTION 4. ADMINISTRATION/INDIRECT COST

The Proposer should complete this section only for expenses identified to the contract. Administrative costs for TANF funded services shall be no more than 10% of the total budget amount. The Proposer should attach justification for each cost delineated.

LINE ITEM	BUDGET PERIOD TOTAL
TOTAL	

SECTION 5. CAPITAL PURCHASES: **NOTE:** All capital purchases require prior written approval from DCFS, after approval of contract.

The Proposer should complete this section only for expenses identified to the contract.

ITEM (be specific)	BUDGET PERIOD TOTAL
TOTAL	

SECTION 6. OTHER CHARGES

The Proposer should complete this section only for expenses identified to the contract. The Proposer should attach a detailed explanation of these charges. If the charge to the contract is less than 100%, the Proposer should include a cost allocation table in the explanation.

(Subcontracts and non-salaried personnel should be included in this section.)

CHARGE (be specific)	BUDGET PERIOD TOTAL
TOTAL	

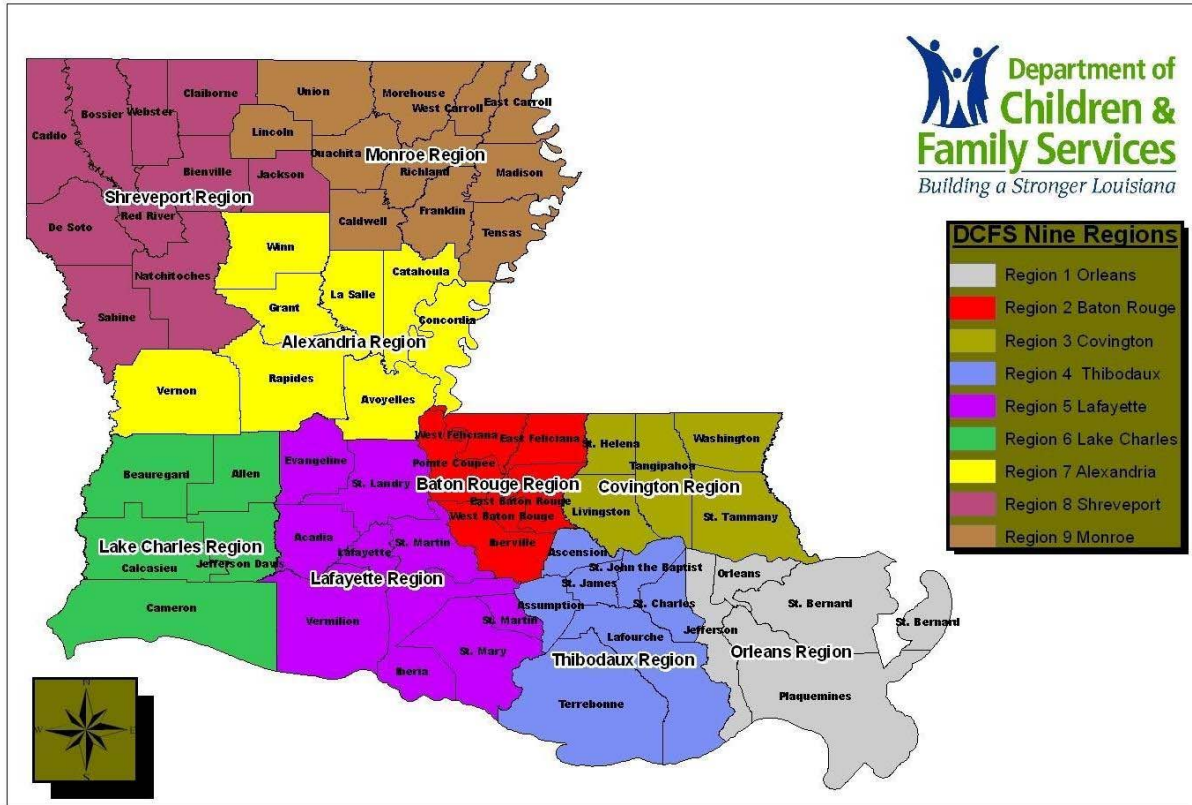
BUDGET SUMMARY

BUDGET ITEM	BUDGET PERIOD TOTAL
Section 1 Salary & Fringe	
Section 2 Operating Expense	
Section 3 Material and Supplies	
Section 4 Administration/Indirect Costs	
Section 5 Capital Purchases	
Section 6 Other Charges	
TOTAL	

ATTACHMENT VI: DCFS REGIONAL CHART & MAP

1 DCFS Regional Chart

REGION NUMBER	REGION NAME	PARISHES	
1	ORLEANS	Jefferson St. Bernard	Plaquemines Orleans
2	BATON ROUGE	East Baton Rouge East Feliciana West Baton Rouge	Pointe Coupee Iberville West Feliciana
3	COVINGTON	Livingston St. Tammany Washington	St. Helena Tangipahoa
4	THIBODAUX	Ascension Lafourche St. James Terrebonne	Assumption St. Charles St. John
5	LAFAYETTE	Acadia Iberia St. Landry St. Mary	Evangeline Lafayette St. Martin Vermilion
6	LAKE CHARLES	Allen Calcasieu Jefferson Davis	Beauregard Cameron
7	ALEXANDRIA	Avoyelles Concordia LaSalle Vernon	Catahoula Grant Rapides Winn
8	SHREVEPORT	Bienville Caddo DeSoto Natchitoches Sabine	Bossier Claiborne Jackson Red River Webster
9	MONROE	Caldwell Franklin Madison Ouachita Tensas West Carroll	East Carroll Lincoln Morehouse Richland Union



ATTACHMENT VII: PROPOSAL COVER PAGE

Proposal Cover Page

PLEASE DO NOT WRITE IN THIS SECTION.

Name of Proposer

Federal ID Number

Proposer's Physical Address:

Proposer's Mailing Address:

City

State

Zip

Name of Program Director

Telephone No.

Fax No.

Email address

TYPE OF ENTITY

- () Public Non-Profit Community-Based Organization
() Private Non-Profit Community-Based Organization
() Faith-Based Organization
() Public Agency
() Other: _____

RECEIPT OF ALL OTHER STATE or FEDERAL FUNDS: Check all that apply to applicant organization

- () Child Care Development Fund (CCDF)
() TANF
() Other

TOTAL FUNDS REQUESTED:

\$ _____

Service Delivery Area Proposed:

CERTIFICATION

I (We) hereby certify that _____ on behalf of _____ is fully authorized, by
(Name of Individual) (Proposer Submitting Proposal)

law or by corporate resolution (attached) to submit the following proposal, that the information contained herein is true and accurate to the best of my (our) knowledge and belief; and that I (we) am (are) fully authorized to submit said proposal on behalf of said proposer.

Official Authorized to Submit Proposal

Title

Date

Hand Deliver Proposal To: OR

Mail Proposal To:

Department of Children and Family Services
Jeanine LeBlanc, Contracts/Grant Reviewer 4
627 North 4th Street Cubicle 6-300-29
Baton Rouge LA 70802

Department of Children and Family Services
Jeanine Leblanc, Contracts/Grant Reviewer 4
P O Box 94065
Baton Rouge, LA 70804-9065

ATTACHMENT VIII: BOARD RESOLUTION

BOARD RESOLUTION FOR STATE CONTRACT PROVIDERS

State of Louisiana

Parish of _____

On the _____ day of _____, 20_____, at a meeting of the Board of Directors of _____, with a quorum of the directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

BE IT RESOLVED that the Board of Directors of the above corporation do hereby authorize _____ (name and title) and his/her successors in office to negotiate terms and conditions that he/she may deem advisable, contract(s) with the Louisiana Department of Children and Family Services, and to bind this organization to execute said documents on behalf of the corporation, and further we do hereby give him/her the power and authority to do all things necessary to implement, maintain, and/or review said documents.

The above resolution was passed by a majority of those present and voting in accordance with the by-laws and articles of incorporation.

I certify that the above and foregoing constitutes a true and correct copy of a part of the minutes of the meeting of the Board of Directors of _____ held on the _____ day of _____, 20_____.

Secretary

Date