

**STATE OF LOUISIANA
DEPARTMENT OF CHILDREN AND FAMILY
SERVICES**

**REQUEST FOR PROPOSALS
FOR
LOUISIANA CHILD CARE QUALITY RATING
SYSTEM (QRS) SERVICES**

RFP #: 360PURSSRFP014

PROPOSAL DUE DATE/TIME: MARCH 11, 2013

4:30 PM CDT

FEBRUARY 22, 2013

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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 a performance-based contract to continue the implementation of Quality Start and begin to review the impact of a quality rating system (QRS) relative to quality in early learning and development settings such as child care centers and public and non-public school Pre-K classrooms. A major focus of this development will be to support early educators in improving the quality of care and education offered which should result in children being better prepared for kindergarten.

A critical component in achieving school readiness is social – emotional development. Therefore child care mental health consultation services will inform staff in their efforts to support this development. Equally significant will be the analysis of all data collected from the QRS to support recommendations related to strengthening the social emotional health of infants, toddlers and pre-school children.

One contract shall be awarded statewide.

As a result of this RFP, additional state agencies such as, but not limited to, the Louisiana Department of Education (LDE) and the Department of Health and Hospitals (DHH), may issue a contract against this RFP for the same services using the same pricing.

1.2 Background

The Louisiana Department of Children and Family Services (DCFS) is an administrative department within the Executive Branch of State government in Louisiana. The vision of DCFS is working to keep children safe, helping individuals and families become self-sufficient, and providing safe refuge during disasters.

DCFS Programs and Organization

DCFS is a public-funded service organization whose purpose is to administer public assistance and to provide high quality social programs and services to Louisiana residents at the lowest possible cost to the taxpayers. In general, services are administered statewide within a centralized organizational framework with a DCFS headquarters overseeing state offices, regional offices, district offices and parish offices.

The contract will fund the costs associated with the continued implementation of program environmental assessment specifically the Environment Rating Scales and Mental Health Consultation for programs participating or seeking guidance to participate in Quality Start, hereafter called QRS services or participating in network pilots related to Act 3 of the 2012 Legislature (hereinafter referred to as Act 3). Funds to be awarded under this project have been made available through the Federal Child Care Development Fund (CCDF). As of December 7, 2012, Louisiana has approximately 1707 licensed Class A child care centers in addition to a number of public and nonpublic school pre-k classrooms that may also wish to participate as an Act 3 pilot.

The Louisiana Child Care Quality Rating System is known as "Quality Start." Quality Start provides a method to assess, improve and communicate the level of quality in early care and education settings. In recognition of the need to build and support an increase in kindergarten readiness and the quality child care options available to families, DCFS has worked with community leaders, stakeholders, providers and advocates across the state to design a QRS for child care centers. A QRS is based upon research to identify the components most critical to positive child development outcomes. States construct a QRS that fits with their current licensing requirements, and existing supports and systems to help providers achieve the standards as well as the capacity of the state to implement the QRS. The 2012 LA Legislature passed Act 3 and requires the Early Care and Education Network to implement a uniform assessment and accountability system for early care and education programs receiving public funds that serve children birth to five years of age.

As the Louisiana Department of Education, the Department of Health and Hospitals and DCFS move forward with implementation of Act 3 of the 2012 Legislature, the current voluntary accountability and rating system Quality Start will continue while Act 3 network pilots take place. Quality Start builds on the foundation of licensing and adds additional criteria and accountability towards higher quality. More information on the QRS can be found at www.QRSLouisiana.org.

1.3 Scope of Services

Attachment 1 (Statement of Work) details the scope of services and deliverables or desired results that the State requires of the 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 April 1, 2013 and to continue through June 30, 2014. The State has the right to contract for up to three years upon approval. The extension(s) are 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 three (3) years.

2.2 Proposer Inquiries

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

Gail Kelso, Child Development and Early Learning Director

Department of Children and Family Services

627 N. 4th Street – Room 5-318

Baton Rouge, LA 70802

Email- gail.kelso@la.gov

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 4:30 p.m. CST 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 the date specified in the Schedule of Events at <http://www.dss.louisiana.gov/> and <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. Only Gail Kelso 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.

2.3 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.

2.4 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	February 22, 2013
Deadline for receipt of Written inquiries	February 26, 2013
Issue responses to written inquiries	February 28, 2013
Deadline for receipt of proposals	March 11, 2013
Announce award of contractor selection	March 15, 2013
Contract execution	April 1, 2013

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

3.0 PROPOSAL INFORMATION

3.1 Desirable Qualifications of Proposer

Proposers should meet the following qualifications:

It is highly desirable that the proposer should have an organization in place that is able to provide statewide QRS services to all Class A licensed child care centers and to providers in other settings participating in network pilots related to implementation of Act 3.

The organization should have systems of accountability, including appropriate oversight, i.e., Board of Directors. Any potential conflicts of roles or responsibilities with other organizations or projects should have been resolved prior to proposal submission. The organization should be free of conflicts of interest.

It is highly desirable that the proposer have staff who are experts in the knowledge of the Environment Rating Scales (ERS), the field of infant and early childhood mental health, and have a prior history of working with and developing good relationships with child care providers, other system partners such as Head Start, local education agencies, prekindergarten providers, and parents. It is highly desirable that the proposer be familiar with the QRS developed by Louisiana, and the support systems for successful implementation of a QRS.

Those eligible to apply should be public or quasi-public entities, non-profit and for-profit entities. Non-profits should be a 501(c)3 organization and should operate according to bylaws. Copies of the IRS determination of 501(c)3 status and bylaws should be included in the proposal.

Organizations which are barred from receiving state or federal funds shall not participate in this initiative, directly or indirectly, nor shall 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;

Have 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;

Is otherwise qualified and eligible to receive an award under applicable laws and regulations;

Have a satisfactory record of integrity, judgment and performance (proposers who are seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or evidence of compelling circumstance, be presumed to be unable to fulfill the requirement);

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

3.2.1 Right to Prohibit Award

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

3.3 RFP Addenda

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

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

3.5 Proposal Rejection/RFP Cancellation

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

3.6 Withdrawal of Proposal

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

3.7 Subcontracting Information

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

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

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

3.8 Ownership of Proposal

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

3.9 Proprietary Information

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

3.10 Cost of Preparing Proposals

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

3.11 Errors and Omissions in Proposal

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

3.12 Contract Award and Execution

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

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

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

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment 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 7 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

As a result of this RFP, additional state agencies such as, but not limited to, the Louisiana Department of Education and the Department of Health and Hospitals, may issue a contract against this RFP for the same services using the same pricing.

3.13 Code of Ethics

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

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 4:30 pm Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Gail Kelso, Child Development and Early Learning Director

Department of Children and Family Services

627 N. 4th Street – Room 5-318

Baton Rouge, LA 70802

For courier delivery, the street address is 627 North 4th Street, Baton Rouge, Louisiana 70802 and the telephone number is (225) 342-0694. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The State requests that seven (7) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. (See sample Board Resolution Attachment V.) 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.

5.0 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 should be supplied. The Proposer should address the specific language in Attachment III Sample Contracts, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 Experience and Capability of Proposer

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, that demonstrates proposer's ability to undertake the project with consistent performance.

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

The proposer should demonstrate the capacity to do the work specified through demonstration of previous experience in the areas of child care, early childhood education services birth through prekindergarten, early childhood mental health, QRS and professional development for child care and prekindergarten providers and other stakeholders. Proposers should provide at least two (2) references from companies or organizations for which they have provided similar services, including the contact name, telephone and email address. Proposers should demonstrate past history of experience in successfully implementing ECERS-R and ITERS-R with assessors who have maintained an 85% reliability standard as tested by authors of the scale.

The Proposer should fully describe its ability to organize information, monitor personnel, and coordinate activities so that the administration of the proposed services will be productive, efficient, and effective. Organization charts, policies, and procedures of the proposer's organization may be submitted with proposal.

5.3 Personnel

The proposal should

- provide credentials of the staff who 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, the proposer should provide detailed job descriptions for the positions),
- provide resumes and job descriptions of key personnel

5.4 Methodology and Quality of Program Design

The proposal should:

- address the required components of the RFP,
- detail how the project will be accomplished, including schedules, data collection and analysis, deliverables, quality assurance, coordination of a broad service delivery area, reporting, use of key personnel,
- indicate ability to produce measureable gains towards proposed outcomes and performance indicator targets, clarity to which project outcomes are defined, measurable and relevant to goals, extent to which programming is based on recognized models of service delivery,
- describe how the use of qualified subcontractors will be determined and used to meet the stated goals, objectives and requirements of proposed services delivery (if applicable),

- detail how the project will ensure subcontractors are providing new and expanded services rather supplanting existing funds, 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, if applicable
- describe linkages or partnerships that will accomplish service goals
- describe the system of accountability proposed to be used, including the names, affiliations, addresses and telephone numbers of the individuals

In addition, the proposal should include the following information for each task identified below:

The proposal should include how the proposer will plan, develop and implement functions and structure to support the QRS services in Louisiana as follows:

Environment Rating Scale Assessments, utilizing the Early Childhood Environment Rating Scale Revised (ECERS-R) and the Infant Toddler Environment Rating Scale Revised (ITERS-R)

The proposal should describe how the proposer will implement the Environment Rating Scale (ERS) assessments as part of the QRS. The proposal should describe how proposer will submit reports on each assessment conducted within the required time frame to coordinate with evaluation of other components in the current rating system. The proposal should describe how the proposer will provide and conduct a review of classroom assessors score process for child care centers. The proposal should describe how proposer will analyze data from ERS assessments and provide reports to the Department that identify areas where scores are significantly lower and recommend training and supports that are needed to help providers improve the quality of their centers. The proposal should describe their plan (the time and intensity) of consultation provided to state agencies and other contractors, including child care resource and referral agencies, in developing plans to address the needs identified by the ERS assessments.

Training on Program Assessment tools

Proposer will describe how training will be provided on the Environment Rating Scale assessments (ECERS-R and the ITERS-R) and the Classroom Assessment Scoring System (CLASS). Training will be available to providers participating in the current QRS as well as those providers in the Act 3 network pilots. Training and support will include a description of the tool and its administration, how use of the data supports child growth and improves school readiness outcomes, and strategies on communicating about assessment with parents/families.

Quality Start Public Education, including the development and operation of a Quality Start website

The proposal should describe how proposer will maintain a Quality Start website for the public and child care providers that communicates how the rating system works and communicates with participating centers. The proposal should describe how proposer will coordinate website with any Quality Start public awareness contractors or other DCFS contractors and how it will support the transition to the new outcomes-based accountability QRS.

Child Care Center Mental Health Consultation (MHC)

The proposal should describe how proposer will provide mental health consultation and training related to social emotional development of young children for child care centers participating in Quality Start. The proposal should describe how proposer will hire mental health providers with expertise in infant and early childhood mental health and provide the following mental health services to child care centers and providers participating in the Act 3 network pilots:

- In-service training in social-emotional development
- Classroom observation
- Staff and director consultation
- Links to external resources
- Parent outreach and consultation
- Parenting education

The proposal should describe how proposer will provide and refine a mental health consultation model, including guidance on behavioral, social emotional development and when necessary, on referrals, including linkage to clinical services. The proposal should describe how proposer will meet with staff individually or in groups to discuss challenging behaviors. The proposal should describe how the proposer will coordinate work with the Department of Health and Hospitals/Office of Behavioral Health.

The proposal should include a plan for training of child care providers through the child care resource and referral training contract related to social emotional screening of young children and other topics as determined by the Department. The proposal should describe how the proposer will analyze the data on ERS of child care sites where mental health consultation and training is provided and report to the Department on impact on the quality of care and child outcomes.

QRS Data Analysis and Related Report Development

The proposal should describe how the proposer will analyze elements of Quality Start. This analysis should include LA Pathways data on experience and education level of teachers, directors, etc, and the CCR&R Technical Assistance (TA) staff (including training and education level) and ERS scores in region.

The proposal should include a component describing the mental health consultation services that includes center specific issues discussed, children observed (by staff concern), children referred, parent outreach and consultations conducted. Proposal should also include a review of the impact of mental health consultation on child outcomes, program quality improvement, and ERS scores.

Consultation with State Agencies related to Early Care and Education

The proposal should include a component for providing consultation to the Department of Children and Family Services, Department of Education and Department of Health and Hospitals or any other state agencies involved in implementation of Act 3 of the 2012 Legislature related to the review and development of child care policy, reports, services, consultation, and related issues to improve the quality of early childhood care and education in Louisiana. The proposal should describe how the proposer will gather data and produce reports requested by state agencies to inform key decisions on the quality of child care in a timely manner. This proposal should describe a process for interacting with the agencies and organizations responsible for implementation of Act 3 and its related pilot networks to support the use of ERS and MHC data to improve quality and school readiness.

Performance Indicators

Proposals **must** include quarterly, annual and contract end program participation targets for each service delivery program component. These targets should be a projection of monthly targets to demonstrate how the contract end program participation goal will be met. Monthly participation measures should be projected for each component. In addition to addressing these performance indicators, proposers may develop other measures specific to their unique services. **NOTE: Failure to provide quarterly, annual, and contract end program participation targets for each service delivery component shall cause proposal to be disqualified.**

Proposer should pay careful attention to the measures that are to be reported on a monthly basis. Proposer 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.

5.5 Education and Marketing Strategy

The Proposer should describe its ability to market the QRS and collaborate with DCFS, Louisiana Department of Education (LDE), the Department of Health and Hospitals (DHH), local educational and training entities and other groups concerned with improving the quality of child care in Louisiana. The proposer should describe its strategies for interfacing with other stakeholders both public and private throughout the state focusing on ensuring improved school readiness outcomes for children ages birth to five and in coordinating and collaborating with all other child care contractors, the child care industry, and local communities.

5.6 Cost Information

The proposer shall submit a total cost for providing all services statewide as described in the RFP for the initial 12 month period. This cost 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 VI.

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 must 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 CCDF-funded services should be no more than 10 percent of an entity’s total allocation for the service.

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 require DCFS written 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.

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

6.0 EVALUATION AND SELECTION

6.1 Evaluation Team

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

6.2 Administrative and Mandatory Screening

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

6.3 Clarification of Proposals

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

6.4 Oral Presentations/Discussions 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, LDE, and DHH personnel and/or other qualified professionals will recommend for selection the proposal which most closely meets the requirements of the RFP and the needs of the State, and which receives the highest score. 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 operate the program for the entire state.

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

CRITERIA	MAXIMUM SCORE
1. Methodology and Quality of Program Design	25
2. Experience and Capability of Organization	20
3. Personnel	20
4. Cost Effectiveness	25
5. Education and Marketing Strategies	10
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 with the highest score.

Methodology and Quality of Program Design (25 Points):

This criterion refers to the proposer's understanding of all regulatory, philosophical and technical needs that generated the RFP, the agency's objectives in asking for delivery of services, and the nature and scope of the work involved. Thorough understanding should be reflected throughout the entire proposal in terms of the overall goals, strategies, and specific measurable outcomes for improving the quality and availability of child care in Louisiana. An understanding of and history of successful work with early care and education professionals should be demonstrated.

Experience and Capability of Organization (20 Points):

This criterion refers to the proposer's ability to organize information, monitor personnel and coordinate activities so that the administration of the proposed services will be productive, efficient, and effective. This criterion includes the ability of the proposer to meet the terms of the RFP and to deliver the quality and quantity of services proposed. This criterion also includes the proposer's financial ability to undertake the project with a consistency of performance throughout the life of the contract.

Personnel (20 Points):

This criterion refers to the proposer's commitment to attract and retain excellent staff with professional background essential for a successful contract concerning the child care field. The proposer should demonstrate commitment to hire staff for all functional areas with excellent educational and professional backgrounds and quality and soundness of character and demeanor.

Cost Effectiveness (25 Points):

This criterion assesses the reasonableness of the contract price in terms of the contract activities, 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 importance of the labor contributed by each and the reasonableness and necessity of equipment and overhead costs.

Education and Marketing Strategies (10 Points):

This criterion refers to the proposer's ability to market the QRS and collaborate with DCFS, LDE, DHH, local educational and training entities and other groups concerned with improving the quality and school readiness of early childhood care and education in Louisiana. The proposal will also be judged on the strategies for interfacing with other stakeholders both public and private throughout the state focusing on ensuring improved outcomes for children ages birth – five and in coordinating and collaborating with all other child care contractors, the child care industry, Head Start, local education agencies, and local communities.

6.6 Announcement of Contractor

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

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

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

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

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

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

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.

All equipment purchased with funds awarded under the contract shall vest in the Contractor upon acquisition. When such equipment or capital assets is (1) no longer used in the furtherance of this agreement, or (2) used for a purpose not authorized by this agreement, or (3) upon termination of this contract, the Contractor may either retain the equipment or other capital assets and pay to the State that portion of the item's fair market value proportionate to the Federal funds used for the acquisition of the item or tender the equipment or capital assets to the State. The Contractor shall either return or purchase the equipment or other capital assets within thirty days of the occurrence of any of the above noted conditions.

The Contractor shall comply with the following:

- Any deviation of the approved budget shall have agency approval prior to incurring the expense.
- Expenditures not in the approved budget or over the budgeted amount will be disallowed, unless agency 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.

All travel expenses shall be reimbursed in accordance with the State General Travel Regulations (PPM 49).

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

Overview

The Contractor shall provide vital services required by the current Louisiana Child Care Quality Rating System also known as "Quality Start." Quality Start provides a method to assess, improve and communicate the level of quality in child care. In recognition of the need to improve the school readiness outcomes through increased quality early care and education options available to families, DCFS has worked with community leaders, stakeholders, providers and advocates across the state to design a QRS for child care centers. A QRS is based upon research identifying the components most critical to positive child development outcomes. Each individual state constructs a QRS that fits with their current licensing requirements, and existing supports and systems to help providers achieve the standards as well as the capacity of the state to implement the QRS.

The 2012 Louisiana Legislature passed the Louisiana Early Childhood Education Act (Act 3) to implement a uniform outcomes-based assessment and accountability system for early care and education programs receiving public funds that serve children birth to five years of age.

As LDE, DCFS, and DHH move forward with implementation of Act 3, the current voluntary accountability and rating system, Quality Start, will continue while Act 3 pilots take place. Quality Start builds on the foundation of licensing and adds additional criteria and accountability towards quality. More information on the QRS can be found at www.QRSLouisiana.org.

A QRS serves three overriding functions:

1. A guide for parents
2. A benchmark for program improvement
3. An accountability measure for funding

Licensed child care centers in compliance with LA Administrative Code, Title 67, Chapter 73, Sections 7301 - 7350 with the Child Care Licensing and Regulatory Section (hereafter referred to as Licensing) are eligible to apply for the first Quality Start level. To attain higher levels in the current QRS, licensed child care centers will be assessed by the Contractor on criteria in four categories:

1. Administrative Practices
2. Family and Community Involvement
3. Program
4. Staff Qualifications

The Environment Rating Scales (ERS), developed by Harms, Clifford and Cryer, at Frank Porter Graham Child Development Institute, University of North Carolina-Chapel Hill campus, shall be used in assessing the Program component of Quality Start for three to five stars. In order to attain the second star rating level, child care center directors must attend a training session on the ERS and meet additional criteria. To qualify for QRS levels three – five, scores from ERS classroom assessments shall be used along with staff qualifications and other criteria. Two ERS scales shall be used in classroom assessments: the Early Childhood Environment Rating Scale

Revised (ECERS-R) and the Infant Toddler Environment Rating Scale Revised (ITERS-R). More information on the QRS can be found at www.QRSLouisiana.org.

Environment Rating Scale (ERS) Training

Contractor will be available by phone and/or appointment to provide ongoing consultation to Child Care Resource and Referral (CCR&R) agencies, as well as other interested early care and education professionals, to assist them in developing plans to address areas of weakness identified by the ERS, plans that can be used to support providers in their efforts to enhance the quality of care given in their facilities. The contractor will provide semi-annual updates on the progress, trends, and areas of concern based on the ERS results to interested early care and education sector stakeholders.

Environment Rating Scale Assessments, utilizing the Early Childhood Environment Rating Scale Revised (ECERS-R) and the Infant Toddler Environment Rating Scale Revised (ITERS-R)

Contractor must maintain 85% reliability on ECERS-R and ITERS-R scales as assessed by authors of the scales. Contractor will continue to utilize the ERS Data System as part of the assessment process using a tablet PC and a specially designed software program, the ERS Data System, developed and administered by Branagh Information Group. The Branagh Information Group remains the only licensed software available for use with the ERS and will be available at no cost to contractor.

Contractor will strictly adhere to the guidelines established by the authors of the scale in conducting assessments. Contractors will complete assessments using the computerized ERS Data System. The overall number of ERS Assessors and Anchors needed must meet the early care and education provider capacity in Louisiana.

During every 12 month period, assessments shall be conducted for the third of all classrooms and at least one classroom at each age level in child care center applying for a quality rating. Additional ratings to support provider knowledge and confidence shall be conducted in accordance with Quality Start policies. The contractor shall give DCFS access to database systems that are used to collect data.

Contractor will also schedule and conduct assessments as requested by agencies and organizations participating in the Act 3 network pilots. These assessments will be conducted with the same rigor and reporting expectations as those done for the QRS and accounted for in monthly reports of performance indicators.

QRS Public Education, including the operation of a Quality Start website

Contractors shall recognize the funding agency (DCFS) on all materials. Any media releases must be reviewed by the Director of the Child Development and Early Learning (CDEL) Section with the DCFS Director of Communication. All materials for publication and/or distribution

electronically or in hard copy must be submitted to CDEL Section for review and approval prior to publication or distribution. Presentations by the contractor or staff of the contractor using data or information from this project must also be submitted to the agency for prior review and written approval. The DCFS must be notified if the contractor plans to submit a proposal for presentation referencing information from this project. The Contractor shall submit a copy of the proposal. Any out of state travel related to presentations must be approved by CDEL. The contractor shall have the DCFS logo on all media and published materials including but not limited to brochures, posters and training booklets that are purchased with contract funds.

The website will communicate with providers the policies and processes of the QRS system and inform parents and providers of the benefits of participation.

Child Care Center Mental Health Consultation

Mental Health Consultation is a support that shall be provided by the Contractor to early learning and development programs participating in Quality Start and offered to providers participating in Act 3 network pilots. The focus of services shall be on settings serving children in the Child Care Assistance Program and/or in the foster care program. Services provided to Act 3 network pilot providers shall be reported in monthly performance indicator reporting.

Data Analysis and Related Report Development

The Contractor shall use the ERS Data System to analyze overall ERS scores including findings from subscales and specific indicators. Special attention shall focus on the Social-Emotional Subscale, as defined by the Quality Start model.

The Contractor's Mental Health Consultation program will collect data at periodic intervals to monitor and ensure quality services that are positively impacting the providers being served. The contractor will be required to provide ad hoc reports related to the QRS system as requested by DCFS.

Consultation with the State Agencies Responsible for Implementation of Act 3

Contractor will work with DCFS on the continued development of QRS. Contractor will assist in the development and review of the state CCDF state plan.

Contractor will use the most recent LA Child Care Market Rate Survey conducted by the DCFS Child Development and Early Learning Section as part of a report on the cost of child care in Louisiana. In collaboration with LA Pathways, contractor will develop an Early Childhood Education Workforce Profile. Annually at least one other report related to policy and issues that focus on best practices in program improvement, system supports necessary to increase participation in quality improvement efforts or other topic as requested by the agency.

Consultation to Family Resource Centers

Contractor will provide clinical consultation, to include on-going training, support and guidance, to Family Resource Center (FRC) staff (workers and supervisors) in implementing parenting

programs for parents who are clients of the FRC and whose young children are currently enrolled in child care settings. The consultation shall provide clinical guidance and support to the FRC team for a broad range of services that the team provides including Nurturing Parent Program, Family Skill Building, and Visit Coaching. Contractor must be responsive to requests from DCFS.

Contractor will provide guidance to the FRC staff twice monthly (1.5 hrs/session) with special focus on the needs of young children who attend child care centers. Consultation will include review and discussion of selected videotaped sessions and one visit per year to each FRC by the designated consultant. Contractor will provide six hrs/month of phone consultation; contractor would provide consultation to two FRC teams. Contractor will provide one on-site consultation per year per FRC team.

The Contractor shall provide for a fingerprint-based criminal background check of all contractors, subcontractors and personnel that visit early learning and development classrooms. The Contractor shall determine that all personnel have passed a criminal background check prior to any personnel visiting a site.

Tasks and Services

The Contractor shall provide the following services to support the state's capacity to administer the current Louisiana Quality Start Child Care Rating System and to support the transition to the outcomes-based accountability QRS.

- Environment Rating Scale (ERS) Training
- Environment Rating Scale Assessments, utilizing the Early Childhood Environment Rating Scale Revised (ECERS-R) and the Infant Toddler Environment Rating Scale Revised (ITERS-R)
- QRS Public Education, including the development and operation of a website
- Early Childhood Program Mental Health Consultation services
- QRS Data Analysis and related report development
- Consultation with the agencies and organizations responsible for implementation of Act 3 and specifically with the network pilots.
- Provide monthly reports describing ERS assessments conducted in Act 3 network pilot sites including recommendations for assessment processes and professional development needed.
- Provide monthly reports describing Mental Health Consultation conducted in Act 3 network pilot sites including recommendations for professional development needed.
- Provide a final report at the end of the year.

Deliverables

The Contractor shall:

- In collaboration with DCFS and LDE staff and contractors, develop and conduct four (4) webinars of increasing sophistication on using the Environment Rating Scale(s) to improve child outcomes for school readiness each year for providers
- In collaboration with DCFS and LDE staff and contractors, develop and conduct four (4) webinars of increasing sophistication on using the Classroom Assessment Scoring System (CLASS) each year for providers.
- Develop and report on the ERS assessments conducted and recommendations for improving scores twice annually.
- Develop and report on Mental Health Consultation conducted and recommendations for workforce training twice annually.
- In collaboration with DCFS and LDE staff and contractors, develop and conduct four (4) webinars on social emotional development, screening and its connection to improved child outcomes each year for providers.

- **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 Office of Risk Management recommends a minimum of \$1,000,000 in coverage.

- **Technical Requirements**

NOT APPLICABLE TO THIS CONTRACT.

6. Reporting Requirements

The contractor will be required to report monthly performance data via a monitoring tool established by the agency.

The contractor shall meet year-end program participation targets for each service delivery program component. These targets will be taken from the Contractor's proposal and shall only be revised in contract negotiations with the agency. These year-end targets shall be projections of monthly targets to demonstrate how the year-end outcomes and goals will be met. If 80% of the monthly target for program participation, as set in the contract, is not achieved, a performance enhancement plan will be required. If the performance enhancement plan is inadequate, the contractor is unresponsive, or if performance does not improve after performance enhancement plan implementation, contract termination will be considered.

Monthly performance measures shall be identified for each component.

Performance indicators for this contract are listed below. In addition to addressing these performance indicators, the Contractor must meet all other performance measures specific to their unique services that were identified in the Contractor's proposal and specified in the contract during negotiations.

Performance Indicators

The Contractor must meet quarterly, annual and contract end program participation targets for each service delivery program component

- Number of assessors maintaining 85% reliability on ITERS-R and ECERS-R scales
- Number of ITERS-R and ECERS-R classroom assessments conducted monthly by parish and region
- Number of ITERS-R and ECERS-R classroom assessments conducted for Act 3 network pilots monthly by parish and region
- Number of visits to the Quality Start Website monthly
- Number of mental health consultations conducted monthly by parish and region
- Number of mental health consultations conducted for Act 3 network pilots monthly by parish and region
- Number of training sessions conducted by date, parish and region related to social emotional screening and other topics
- Number of meetings held by region and date: Quality Start system meetings including meetings with Child Care Resource and Referral agencies, DCFS Child Development and Early Learning Section and Head Start State Collaboration Office/Head Start Association/ Head Start and Early Head Start grantees, prekindergarten professionals and LDE network staff
- Number of providers (by parish and setting) participating in the webinars on ERS, CLASS and social emotional screening.

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

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 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 <http://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):

ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

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

Richard E. Howze, Undersecretary

DCFS Agency

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

Name and title

Signature Date

Division of Programs

Office

ATTACHMENT () : Subcontractor Debarment Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The subcontractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (*insert contract name and services for example: First Data contract with DCFS for Project Management services*) by any Federal department or agency.
2. Where the subcontractor is unable to certify to any of the statements in this certification, such sub-contractor shall attach an explanation to this proposal.

Signature

Date

Name and Title

ATTACHMENT IV: PROPOSAL COVER PAGE

Proposal Cover Page

PLEASE DO NOT WRITE IN THIS SECTION.

Name of Proposer

Federal ID Number

Program Name

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:**

\$ _____

Statewide

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

Mail or Hand Deliver Proposal To:

Department of Children and Family Services
Child Development and Early Learning
Gail Kelso, Director
627 North 4th Street – Room 5-318
Baton Rouge LA 70802

ATTACHMENT V: BOARD RESOLUTION

BOARD RESOLUTION FOR CORPORATIONS

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 does hereby authorize _____ (name and title) and his/her successor in office to negotiate terms and conditions that he/she may deem advisable, contract 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

ATTACHMENT VI: BUDGET FORM

PROPOSER

ADDRESS

Statewide
BUDGET PERIOD
(must be 12
months)

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.

TWELVE 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 12 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 CCDF funded services should 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 (12 months) 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 VII: Number of Class A Child Care Centers by Parish

Acadia	15	Morehouse	12
Allen	5	Natchitoches	22
Ascension	46	Orleans	157
Assumption	7	Ouachita	60
Avoyelles	20	Plaquemines	13
Beauregard	6	Pointe Coupee	14
Bienville	6	Rapides	64
Bossier	50	Red River	3
Caddo	87	Richland	11
Calcasieu	59	Sabine	2
Caldwell	4	St. Bernard	17
Cameron	2	St. Charles	18
Catahoula	2	St. Helena	2
Claiborne	6	St. James	8
Concordia	5	St. John	15
DeSoto	10	St. Landry	32
East Baton Rouge	196	St. Martin	13
East Carroll	5	St. Mary	18
East Feliciana	4	St. Tammany	81
Evangeline	16	Tangipahoa	59
Franklin	10	Tensas	1
Grant	7	Terrebonne	37
Iberia	23	Union	6
Iberville	13	Vermilion	20
Jackson	4	Vernon	19
Jefferson	147	Washington	16
Jefferson Davis	6	Webster	17
Lafayette	87	West Baton Rouge	14
Lafourche	28	West Carroll	2
LaSalle	1	West Feliciana	4
Lincoln	19	Winn	3
Livingston	46		
Madison	5		

*List is current as of December 7, 2012