

STATE OF LOUISIANA



**Department of
Children &
Family Services**

Building a Stronger Louisiana

**REQUEST FOR PROPOSALS
FOR**

ALTERNATIVES TO ABORTION INITIATIVE

RFP #: 3000005247

PROPOSAL DUE DATE/TIME:

**APRIL 26, 2016
3:00PM CDT**

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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 soliciting proposals from qualified Proposers to deliver a Temporary Assistance for Needy Families (TANF) Abortion Alternatives Program. The Alternatives to Abortion Initiative is established to provide a system of pregnancy and parenting support to low-income women who are pregnant or think they may be pregnant, their male partners, and/or pregnant minors whose family income is at or below 200 percent of the federal poverty level. The program primarily provides information and counseling that promotes healthy childbirth and assists pregnant women in their decision regarding adoption or parenting. Other support includes information, education, and referrals for other services for the needs of the women and newborn. The information and education provided can include topics regarding prenatal care, childbirth, adoption, parenting, and the use of abstinence to avoid unplanned and out-of-wedlock pregnancies. All of these program services are provided free to women from the moment they are pregnant through the birth of their child.

The Proposer should submit a proposal specific to a particular region, a number of regions or a statewide delivery approach, but may also include a parish(es) outside the specified region selected if the Proposer is already providing abortion alternative services to the parish(es). See Request for Proposal Attachment V–DCFS Regional Chart which lists the nine regions included in the state.

Programs being solicited under this initiative should address the TANF goals one and four, which are to provide assistance to needy families so children may be cared for in their own homes or in the homes of relatives and to encourage the formation and maintenance of two-parent families. There is approximately \$1,260,000 in TANF funds available annually for this initiative.

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 is a state agency whose purpose is to administer the public assistance and welfare laws of the state 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 regional offices, district offices, and parish offices.

1.3 Scope of Services

Request For Proposal Attachment I–Scope of Services 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 Request For Proposal is tentatively scheduled to begin on or about July 1, 2016 and to continue through June 30, 2017. The State has the option to enter into contract extension(s) not to exceed an additional 24 months. Any extension shall be with the concurrence of the Contractor and all appropriate approvals. In no event shall the term of the contract be for a period of more than 36 months.

2.2 Proposer Questions

Written questions regarding (Request for Proposal) RFP requirements or Scope of Services must be submitted to the Request For Proposal Coordinator as listed below.

James Vidacovich, TANF Program Manager

627 N. 4th Street, Room 5-302

Baton Rouge, LA 70802

Email – James.Vidacovich.DCFS@LA.GOV

Fax – 225-219-4363

The State will consider written questions and requests for clarification of the content of this Request for Proposal received from potential proposers. Written questions must be received by 3:00 p.m. Central Daylight Time (CDT) on the date specified in the ***Request For Proposal Section 2.4–Schedule of Events***. The State reserves the right to modify the Request For Proposal 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 ***Request For Proposal Section 2.4–Schedule of Events***, at <http://www.dcfs.la.gov/> and <http://www.prd1.doa.louisiana.gov/osp/lapac/pubmain.cfm>.

Only James Vidacovich has the authority to officially respond to Proposer’s questions on behalf of the State. Any communications from any other individuals are not binding on the State. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant.

Questions shall be submitted, in writing, by an authorized representative of the Proposer, clearly cross-referenced to the relevant Request for Proposal section. Only those questions received by the established deadline shall be considered by 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 Request For proposal.

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 Request For proposal and mail public announcements	March 29, 2016
Deadline for receipt of written questions	April 15, 2016
Issue responses to written questions	April 20, 2016
Deadline for receipt of proposals	April 26, 2016
Announce award of Contractor selection	May 13, 2016
Contract execution	July 1, 2016

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

3 PROPOSAL INFORMATION

3.1 Minimum Qualifications of Proposer

Proposers must meet the following minimum qualifications:

Those eligible to apply shall be local or statewide or quasi-public agencies, nonprofit (meeting the requirements of nonprofit status as determined by the IRS) and for profit organizations, including faith-based or other charitable organizations whose mission and service delivery is consistent with providing abortion alternatives and promoting healthy and full term pregnancy. This initiative will allow organizations/agencies an opportunity to develop innovative and strategic programming solutions suited to the unique needs of Louisiana’s communities. Faith-based organizations must have a non-faith based alternative component to deliver the proposed services. Proposers should operate according to their bylaws and should include a copy of the bylaws in the proposal. A nonprofit organization must be listed on the United States Internal Revenue Service’s most recent register of Tax-exempted organizations. Nonprofits must have obtained a 501(c) status and should include copies of the IRS documentation of 501(c) status in the proposal. **Entities that perform or refer for abortions shall not be eligible for funding directly or through a subcontractor.**

3.2 Determination of Responsibility

Determination of the Proposer’s responsibility relating to this Request For Proposal shall be made according to the standards set forth in LAC 34: 136. The State must find that the selected Proposer:

- has adequate financial resources for performance or has the ability to obtain such resources as required during performance;

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

Proposers shall 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 La R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest 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 Request For Proposal Addenda

The State reserves the right to change the schedule of events or revise any part of the Request For Proposal by issuing an addendum to the Request For Proposal at any time. It is the responsibility of the Proposer to check the website at <http://www.dcfsls.la.gov/> or <http://www.prdl.doa.louisiana.gov/osp/lapac/pubmain.cfm> for addenda to the Request For Proposal, 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/Request For Proposal Cancellation

Issuance of this Request For Proposal 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 Request For Proposal Coordinator named in ***Request For Proposal Section 4.1–Proposal Submission***.

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 Request For Proposal and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. However, Proposers shall acknowledge in their proposals their 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 nonpublished 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, La. 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 Request For Proposal 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 the 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 Request For Proposal 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 ***Request For Proposal Attachment III–Sample Contract***. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this Request For Proposal. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

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

3.13 Code of Ethics

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

4 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this Request For Proposal 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 named below on or before 3:00 p.m. CDT on the date specified in the ***Request For Proposal Section 2.4–Schedule of Events***. Fax or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Department of Children and Family Services
James Vidacovich, TANF Program Manager
Post Office Box 94065, Room 5-302
Baton Rouge, LA 70804-9065

For courier delivery, the street address is 627 North 4th Street, Room 5-302, Baton Rouge, Louisiana 70802 and the telephone number is (225) 342-0495. It shall solely be the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The Proposer shall submit the completed cover page (See ***Request For Proposal Attachment VI–Proposal Cover Page***) and one original proposal and should submit five copies of the proposal and one electronic version (such as USB drive or CD) to the Request For Proposal Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. The original copy should be clearly marked or differentiated from the other copies of the proposals with the words “signed original”. A certified copy of a board resolution granting such authority must be submitted if Proposer is a corporation. (See sample resolution, ***Request For Proposal Attachment VII–Board Resolution***.) The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this Request For Proposal.

4.2 *Proposal Format*

Proposals should be submitted as specified in *Request For Proposal Section 4–Response Instructions* and *Request For Proposal Section 5–Proposal Content*, 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 and:

- explain the intent of the Proposer;
- exhibit the Proposer's understanding and approach to the project;
- contain a summary of the Proposer's ability to perform the services described in the Request For Proposal and confirm that the Proposer is willing to perform those services and enter into a contract with the State;
- indicate which of the following applies to the signer of the proposal:
 - The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of state or a member of a partnership or partnership in commendams as reflected in the most current partnership records on file with the secretary of state. Evidence of signature authority shall be provided upon the State's request.
 - The signer of the proposal is a representative of the Proposer authorized to submit this proposal as evidenced by documents such as but not limited to corporate resolution, certification as to corporate principal. **If this applies, a copy of the resolution, certification or other supportive documents must be attached to the Cover Letter.**
 - The Proposer has filed with the secretary of state an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. Evidence of signature authority shall be provided upon the State's request.
 - The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement. Evidence of signature authority shall be provided upon the State's request.
- identify the submitting Proposer and provide their federal tax identification number;
- identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period;
- contain an unequivocal positive statement that the Proposer will supply all the services and products required in this Request For Proposal for the fixed price offered in the proposal; and
- contain an unequivocal positive statement that the proposal submitted was developed without collusion with other Proposers.

4.4 Certification Statement

The Proposer must sign and submit the Certification Statement shown in ***Request For Proposal Attachment II–Certification Statement***.

5 PROPOSAL CONTENT

The proposal 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. The proposal should be presented in three ring binders with each section indexed with labeled tabs. Any other information thought to be relevant, but not applicable to the prescribed format, should be provided as a separate appendix to the proposal.

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 calendar 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 ***Request For Proposal Attachment III–Sample Contract***, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

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

5.2 Approach and Methodology

The proposal should:

- address the required components of the Request For Proposal,
- 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 outcomes of improved health and well-being of women experiencing unplanned pregnancy and the increased number of healthy full term unplanned pregnancies will be achieved,
- clarify rationale with which both problem and solution are defined,
- 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 subcontractors will be monitored to ensure terms of subcontracts are being met, service delivery is appropriate, and program performance is adequate,
- describe linkages or partnerships that will accomplish service goals,
- include year-end program participation targets for each service delivery program component. These year-end targets should be projections of monthly targets to demonstrate how the year-end outcomes and goals will be met. Recommended examples of performance indicators are listed in ***Request For Proposal Attachment I–Scope of Services***. Proposers may develop other measures specific to their unique services,
- describe the services to be provided and how they are directed towards low income women who are pregnant or think they may be pregnant, their male partners, and/or pregnant minors whose family's income is at or below 200 percent of the federal poverty level. All supportive services proposed should be described as they relate to one or more of the four core services in ***Request For Proposal Attachment I–Scope of Services***, and
- describe the process for verifying and documenting eligibility.

5.3 Experience and Capacity of Organization:

The proposal should:

- describe the professional qualifications of the organization or entity; experience providing services to targeted population; capacity to build or maintain community networks,
- provide evidence of capacity to plan and implement a sound program within the contract timeframe,
- describe facilities, equipment, community partnerships, or other relevant information,
- provide information on how proposer will be able to document program's success,
- provide specific information on the impact and outcomes on similar services delivered by proposer's organization,
- demonstrate that proposer's mission is consistent with promoting childbirth rather than abortion, and
- describe partnerships and/or collaborations with other entities within the community.

5.4 Personnel/Staff Qualifications

The proposal should:

- provide credentials of the staff that will oversee administrative, budget, and financial duties as well as program staff for delivery of services (If staff are not currently employed with proposer's organization, provide detailed job descriptions for the positions), and

- provide resumes and job descriptions of key personnel.

5.5 Service Delivery Area:

The proposal should:

- describe how services are targeted in high-risk areas,
- describe demographics and economics of community as well as ability to target participants, and
- demonstrate effective collaborations aimed at serving a broad population base.

5.6 Cost Information

The proposer shall submit a total cost for providing all services in the service delivery area proposed (region(s) or statewide) for the duration as specified in ***Request For Proposal Section 2.1–Term of Contract.***

The cost per service delivery area shall remain firm for the initial term of the contract as well as any renewal terms that may follow.

The Proposer should adhere to all budget guidelines regarding expenditures described in this section.

The Proposer should provide cost information in the following formats: Budget and Cost Allocation (if applicable).

Budget - Must be submitted on required template, See ***Request For Proposal Attachment VIII–Budget***, or an exact duplicate. All Budget Line Items should include detailed information.

Salaries – The Proposer should list the position(s) by job title, not staff names, and total annual salary from all sources, percentage of time allocated to the program and compensation requested for full/part-time staff actually working on this program.

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.

NOTE: Salary and Employee Benefits for direct service delivery staff 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 Insurance Premiums (Note: Life Insurance Premiums expenses are prohibited.)
- Workers’ Compensation
- Unemployment

- Public/Private Retirement
- Liability/Malpractice Insurance (if part of an employee benefit package)

Travel – The Proposer should indicate the individuals, purpose, and itemized listing of travel costs. “All out of State travel will be subject to prior approval by the Secretary of the agency or his/her designee. “Travel expenses should be in accordance with State Travel Regulations, which may be accessed at <http://wwwprd.doa.louisiana.gov/osp/travel/traveloffice.htm>.

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.

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

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.

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

Equipment - 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.

Indirect Costs – Administrative costs for TANF-funded services should be no more than 10 percent of an entity’s total allocation for the service. See ***Request For Proposal Attachment IV-Clarification on Administrative and Allowable Costs*** for further clarification.

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 not be allowed.
- Expenditures not in the approved budget or over the budgeted amount will be disallowed.
- All expenses must be prorated for this program. Expenses incurred outside the dates of the contract awarded shall not be reimbursable and shall not include retroactive pay increases.
- All expenses must be reasonable and necessary.

6 EVALUATION AND SELECTION

6.1 Evaluation Team

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

6.2 Administrative and Mandatory Screening

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

6.3 Clarification of Proposals

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

6.4 Oral Presentations/Discussions May be Required

NOT APPLICABLE TO THIS SOLICITATION.

6.5 Evaluation and Review

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

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

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

CRITERIA	MAXIMUM SCORE
1. Approach and Methodology	35
2. Experience & Capacity of Organization	20
3. Staff Qualifications	10
4. Service Delivery Area	10
5. Cost	25
TOTAL SCORE	100

6.5.1 Evaluation of Cost

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

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

6.6 *Announcement of Contractor*

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

The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44:1), 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 written protest to the head of the agency issuing the proposal within 14 calendar 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 State Procurement.

7 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 *Corporation Requirements*

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to La. 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 Louisiana Procurement Code, La. R.S. 39:1554F, for social services contracts. Administrative costs should not exceed 10% of the requested funding. The Contractor

shall comply with Request For Proposal ***Attachment IV–Clarification on Administrative and Allowable Costs*** for administrative and allowable costs.

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 proposed budget shall not be allowed.
- Expenditures not in the approved budget or over the budgeted amount will be disallowed.
- All expenses must be prorated for this program. Expenses incurred outside the dates of the contract awarded shall not be reimbursable and shall not include retroactive pay increases.
- All expenses must be reasonable and necessary.

7.3 Confidentiality

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

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.

7.4 Security

The Contractor shall immediately report any breach of security to the State. DCFS is sensitive to customer confidentiality and mandates that system security be in place to provide data to only

staff/contractor(s) that have a legitimate business reason to need to access any piece of customer data.

7.5 Civil Rights Compliance

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

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

7.5.1 Alternatives to Abortion Civil Rights Compliance

Prohibition against Discrimination

Client discrimination on the basis of race, color, national origin, disability, sex (gender), religion and age is prohibited. Employment discrimination on the basis of race, color, religion, national origin, or sex (gender) is also prohibited.

In addition to the list of laws, statutes and executive orders identified in the contract, the following laws, statutes and executive orders are applicable to the Alternative to Abortion program.

- Title VI of the Civil Rights Act of 1964, as amended (42 USC § 2000d)
- Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794)
- Title IX of the Education Amendments of 1972, as amended, (20 USC § 1681)
- The Age Discrimination Act of 1975, as amended (42 USC § 6101)
- Titles VI and XVI of the Public Health Service Act (42 USC §§ 291 and 300)

U.S. Office of Civil Rights also enforces the following:

- Section 1557 of the Patient Protection and Affordable Care Act (42 U.S.C. 18116)
- Title II of the Americans with Disabilities Act
- 28 CFR Part 35: Nondiscrimination on the Basis of Disability in State and Local Government Services
- 2010 ADA Standards for Accessible Design
- Section 508 of the Rehabilitation Act of 1973, as amended, (29 USC § 794)
- Section 1808(c) of the Small Business Job Protection Act of 1996 (42 USC § 1996b)
- Sections 794 and 855 of the Public Health Service Act, (42 USC §§ 295m and 296g)
- Section 508 of the Social Security Act (42 USC § 708)

- Section 533 of the Public Health Service Act (42 USC § 290cc-33)
- Section 1908 of the Public Health Service Act (42 USC § 300w-7)
- Section 1947 of the Public Health Service Act
- The Family Violence Prevention and Services Act (42 USC § 10406)
- The Low-Income Home Energy Assistance Act of 1981 (42 USC § 8625)
- The Community Services Block Grant Act
- The Communications Act of 1934 (47 USC § 398)

ATTACHMENT I: SCOPE OF SERVICES

1 Overview

The Contractor shall provide a system of pregnancy and parenting support to low income women who are pregnant or think they may be pregnant, their male partners, and/or pregnant minors whose family income is at or below 200 percent of the federal poverty level. The Contractor's program under this initiative shall address the TANF goals one and four, which are to provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives and to encourage the formation and maintenance of two-parent families.

The program primarily shall provide information and counseling that promotes healthy childbirth, full term pregnancy, and assist pregnant women in their decision making regarding adoption or parenting as an alternative to abortion, and abstinence.

2 Tasks and Services

The Contractor shall provide Core Services that promote:

- Healthy childbirth
- Full term pregnancy
- Decision making regarding adoption or parenting as an alternative to abortion
- Abstinence

Support services shall include referrals for other services for the needs of the women and newborn. The information and education provided shall include topics regarding prenatal care, childbirth, adoption, parenting, and the use of abstinence to avoid unplanned and out-of-wedlock pregnancies. All of the program services shall be provided free to women from the moment they think they may be pregnant through childbirth. The supportive services provided must relate to one or more of the four core services.

3 Deliverables

Services shall achieve the following OUTCOMES:

- Improved health and well-being of women experiencing unplanned pregnancy
- Increased number of healthy full term unplanned pregnancies

4 Functional Requirements

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

5 Project Requirements

The Contractor(s) will be responsible for program operation services and client services. Program operation services shall be those services and functions associated with the

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

Program Operation Services/Administrative

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

- Financial management and reporting, including the development of appropriate financial controls and policies applicable to the services;
- Provider network development
- Provider payment
- Complaint management and customer satisfaction
- Quality assurance of services
- Services necessary to recruit and enable the participation of qualified service providers
- Services that enhance the utilization and effectiveness of the array of services

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

Program Operation Services/Outreach

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

Client Services

The Contractor shall provide a viable and effective program promoting alternatives to abortion for females within the state who may be pregnant and unsure of whether or not to have the child. Services shall be provided to low income women who are pregnant or think they may be pregnant, their male partners, and/or pregnant minors whose family income is at or below 200 percent of the federal poverty level.

Reporting Requirements

The Contractor will be required to report monthly performance data via a monitoring tool established by the Department of Children and Family Services.

The Contractor must meet year-end program participation targets for each service delivery program component. These targets will be taken from the Contractor's proposal and may be revised in contract negotiations with DCFS. 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 projected for each component.

Performance indicators for this initiative 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:

- Number of clients served by program.
- Number of clients engaged in parenting education.
- Number of clients engaged in prenatal care.
- Number of clients receiving support services to address basic needs.
- Percentage of clients who demonstrate an increased understanding of the effects of the health related behaviors, as evidenced by pre- and post-tests.
- Percentage increase of clients who have full term pregnancies.
- Percentage increase of clients engaged in ongoing monthly case management. The Contractor must grant the State of Louisiana, through the Department of Children and Family Services, the Office of the Legislative Auditor, the Inspector General's Office, the Federal Government, and/or other such officially designated bodies the right to inspect and review all books and records pertaining to services rendered under the contract. The Contractor must cooperate with any monitoring/evaluation site visits or requests for information from the above mentioned entities.

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 Request For Proposal is accurate;
2. Proposer complies with each of the mandatory requirements listed in the Request For Proposal 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 Request For Proposal.
4. Proposer's quote is valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 30 calendar days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

DSS-CF-1
Rev. 02/2011

FOR
☐ Personal ☐ Professional ☐ Consulting ☐ Social Services ☐ Interagency

1) Provider/Contractor:	5) Fed. Employee Tax ID or SS #:
2) Address:	6) Parish(es) Served:
3) City: State: Zip Code:	(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. (Attach Exhibit B, if applicable)

Contractor shall bill monthly, in arrears, for actual cost incurred for services rendered (provided). Supporting documentation of the costs incurred must accompany the form for reimbursement. Each monthly invoice must be submitted by 15th of the month following the month of services.

The Contract will expend funds in a manner consistent with the budget which is part of this contract and attached as Exhibit B. Providing that there is no change to the total contract amount, the contractor can reallocate funds in cost categories or add new cost categories only upon written approval of DCFS.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF: Program Manager 1/2
(Specific Person, Position or Section)

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

- Maximum contract amount includes travel, which will be reimbursed in accordance with State Travel Regulations (PPM 49).
- Contract Extensions: *This subsection applies to contracts with less than a three year term.*

If necessary, this contract may be extended for one or more periods of time not to exceed a total contract period of three (3) years or thirty-six (36) months.

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 Program Manager 1/2.

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 \$750,000 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 \$750,000 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 \$750,000 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 I.D.#

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, copies of all records, reports, worksheets or any other materials related to this contract shall be provided to the state upon request.

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 State Procurement, 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 La. 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 State Procurement, Division of

Administration, in accordance with La. R.S. 39:1595. 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 La. R.S. 39:1672.2-1672.4.

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 La.R.S. 39:1624-1672.4; 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 (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

Entire Agreement Clause

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

Order of Precedence Clause

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Contractor’s proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor’s proposal.

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.

<div><div></div><div>Signature</div></div> <div><div></div><div>Date</div></div>	<div>STATE OF LOUISIANA</div> <div>DEPARTMENT OF CHILDREN AND FAMILY SERVICES</div> <div>Marketa Garner Walters, Secretary</div>
<div><div></div><div>Type name of Contractor</div></div>	<div><div>Eric Horent, Undersecretary</div><div>Date</div></div>
<div><div></div><div>Name of Person Authorized to Sign Contract</div></div> <div><div></div><div>Date</div></div>	<div>DCFS Agency</div> <div><div></div><div>Sammy Guillory, Deputy Assistant Secretary</div><div>Date</div></div> <div><div>Division of Programs</div><div>Office</div></div>

ATTACHMENT IV: CLARIFICATION ON ADMINISTRATIVE AND ALLOWABLE COSTS

As a general rule, administrative costs for TANF-funded services should be no more than 10 percent of an entity's total allocation. **Agencies who receive TANF funding shall ensure that any contractors adhere to these specifications.** The examples below should help illustrate the types of cost allocations that would generally be considered to be administrative or nonadministrative costs and identified costs that would not be considered allowable even if otherwise related to service delivery.

The cost of salaries and related benefits should be calculated only for the percentage of time personnel work on TANF-funded activities. For example, a project director may be employed full time, but only 4 hours per week is allocated for TANF-funded activities. Only that portion of salary and benefits should be considered as an allowable cost, not the entire annual salary. Recipient agencies shall also ensure that any building costs related to program operation charge only the percentage of time that the facility is utilized for operations related to a TANF activity. For example, a program may receive funding from multiple sources, only the amount of time the building is used to provide TANF services should be considered a TANF expense. TANF shall not be used to subsidize building operations for other services.

The Following Are Guidelines As To What Is Considered An Administrative Cost:

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

The Following Are Guidelines As To What Is Considered A Nonadministrative Cost:

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

The Following Are Not Generally Considered Allowable Costs Under TANF, Even If They Are Related To Program Operations:

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

ATTACHMENT V: DCFS REGIONAL CHART

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

ATTACHMENT VI: PROPOSAL COVER PAGE

PLEASE DO NOT WRITE IN THIS SECTION.

Proposal Cover Page

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 Organization
- ☐ Private Non-Profit Organization
- ☐ For-Profit Organization
- ☐ Public Agency
- ☐ Other _____

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

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

TOTAL FUNDS REQUESTED:

\$ _____

Service Delivery Area(s) Proposed:

CERTIFICATION

I (We) hereby certify that _____ on behalf of _____ is fully authorized, by law or by
(Name of Individual) (Proposer Submitting Proposal)
corporate resolution (attached) to submit the following proposal, that the information contained herein is true and accurate to the best of my (our)
knowledge and belief; and that I (we) am (are) fully authorized to submit said proposal on behalf of said Proposer.

Official Authorized to Submit Proposal

Title

Date

Hand Deliver Proposal To:

OR

Mail Proposal To:

Department of Children and Family Services
James Vidacovich, TANF Program Manager
627 North 4th Street, Room 5-302
Baton Rouge LA 70802

Department of Children and Family Services
James Vidacovich, TANF Program Manager
P. O. Box 94065, Room 5-302
Baton Rouge, LA 70804-9065

ATTACHMENT VII: BOARD RESOLUTION

BOARD RESOLUTION FOR STATE CONTRACT PROVIDERS (IF PROPOSER IS A CORPORATION)

State of Louisiana

Parish of _____

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

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

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

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

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

Secretary

Date