

REQUEST FOR PROPOSAL

Louisiana Department of Social Services Homelessness Supports and Housing Program



State of Louisiana

**DEPARTMENT OF SOCIAL SERVICES
07/23/09**

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GENERAL INFORMATION

1.1 Overview

This Request for Proposals (RFP) is issued by the Louisiana Department of Social Services (hereafter referred to as DSS or the state).

The purpose of this RFP is to obtain competitive proposals from bona fide, qualified proposers for the construction and operation of a “Safe Haven.” A Safe Haven is a facility that houses chronically homeless individuals of legal age.

Proposers may request construction financing for a new facility, an adaptive-reuse and/or expansion of an existing facility to be used as a Safe Haven. Proposers may also request funding for operational expenses and supportive services appropriate to the needs of the clients proposed to be served. All proposals must demonstrate, with commitment letters, that funding other than that awarded by this RFP will be used to develop and sustain the operation of the Safe Haven over the initial five (5) consecutive years, the timeline for which will start the date that a “certificate of occupancy” is issued by the enforcing governmental entity.

Funding will be capped at \$2 million for construction costs for the Safe Haven facility, and capped at \$2 million for operational expenses and/or supportive services. Thus, the selected contractor will be required to enter into two separate contracts, one for the construction portion of the facility, and the other for the operational expenses and/or supportive services.

No later than the time when a contract is executed, proposers must demonstrate that the property where the Safe Haven will be located is under control of the proposer. Of the \$4 million dollars of total funds, up to \$2 million will be awarded for property control and/or acquisition, as well as building construction and/or building renovation or adaptive reuse. In addition, the proposer must demonstrate -- no later than the time when a contract is executed -- that all local zoning requirements have been met, and that all local, state, and federal regulatory requirements (as outlined in this RFP) have also been fulfilled.

If the proposer plans to lease the property, the lease must include provisions allowing the proposer to (1) Assign the lease to an organization approved by DSS – if applicable, and (2) Terminate the lease if DSS terminates the operating agreement. DSS reserves the right to final lease approval. DSS will not reimburse a contractor for lease payments due after the operating agreement under this RFP expires or is terminated by DSS.¹

1.2 Background

Safe Havens serve as a refuge for people who are homeless and have serious mental illness. The facility provides more than shelter. They close the gap in housing and services available for those homeless individuals who, perhaps because of their illness, have refused help or have been denied or removed from other homeless programs.

¹ Attachment I detail the scope-of-services and the deliverables that DSS requires of the selected Proposer.

In 1992, amendments of the Stewart B. McKinney Homeless Assistance Act included a provision for the creation of Safe Havens. According to Title IV, Subtitle D of the McKinney Act:

A safe haven is a form of supportive housing that serves hard-to-reach homeless persons with severe mental illness who are on the street and have been made unable or unwilling to participate in supportive services.

According to the 2008 “Notice of Funding Availability for the Continuum of Care Homeless Assistance Program,” Safe Havens will no longer be given “Transitional Housing” or “Permanent Housing” classifications. Under the newly defined Safe Haven Supportive Housing Program type, any chronically homeless person entering a Safe Haven will maintain his/her status as chronically homeless, and will therefore be eligible for entrance into Samaritan Housing Initiative projects.

The McKinney Act specified several characteristics of Safe Haven facilities:

- 24-hour residence for eligible persons who may reside for an unspecified duration;
- Private or semi-private accommodations;
- Overnight occupancy limited to 25 persons;
- Low-demand services and referrals; and
- Supportive services to eligible person who are not residents on a drop-in basis.

Safe Havens encourage residents to go beyond just finding shelter. They create a housing environment that is safe, sanitary, flexible and stable, and which places no treatment participation demands on residents, but has high expectations for residents. These expectations specifically include that the resident will transition from unsafe and unstable street life to permanent housing situation and that re-engagement with treatment services will occur. Because these expectations are introduced non-intrusively and as the resident is ready, the phrase “low demand” is often used to characterize Safe Haven housing.

According to *Outcasts on Main Street*, the Report of the Federal Task Force on Homelessness and Severe Mental Illness, which was the impetus for creating the program, this transition-period is necessary “to achieve relative stability and to permit professional staff to adequately assess clients’ long-term needs and prospects. The skills needed for survival on the streets (such as the need to mistrust strangers and use hostility as a defense) differ greatly from those needed for accommodation indoors. Before they are ready and able to adhere to rules and program requirements, many people with severe mental illnesses need not only shelter from the harshness of street living, but time to reflect and learn to trust helpers.”

1.3 Conditions of the Contract

The State of Louisiana, through its Disaster Recovery Plan, has allocated \$25.9 million of supplemental CDBG funds to address the exacerbated problem of homelessness in Louisiana following the massive devastation resulting from hurricanes Katrina and Rita. Of this amount, \$4 million have been allocated for construction, operational expenses, and supportive services of a Safe Haven.

This Request for Proposal (RFP) solicits proposals for these funds.

DSS will serve as the lead state agency to administer and manage the CDBG funds. This RFP is based on the draft “Ten Years Homelessness Plan” which has been developed in collaboration with continuums of care providers, the Louisiana Policy Academy, Louisiana Advocacy Coalition for the Homeless, and local, state and federal partners.

Eligible proposers from Orleans, Jefferson, St. Bernard, Plaquemine, Calcasieu, Cameron, and Vermillion Parishes are:

- Homeless continuum of care organizations
- Units of local governments
- Non-profits homelessness providers

The proposer should be an entity that has experience with caring for the homeless, and has the established capacity to coordinate with non-profit homeless organizations, various service agencies, health-care providers, and others to develop a single proposal that reflects the needs of the community where the facility is (or will be) located.

Continuum of care organizations may joint-venture with a non-profit entity or for-profit group to coordinate and assist with development of the project. Local governments and other not-for-profits are also eligible, and may also joint-venture with other not-for-profits and/or for-profits entities.

In evaluating proposals, a positive ranking will be given to proposals that demonstrate a team with extensive construction experience, has a background in working with persons who are chronically homeless that includes experienced and successful case-managers, and has prior experience providing supportive services for the chronically homeless.

Proposers may only submit proposals for projects within their designated continuum of care disaster parishes, as recognized by the State of Louisiana. Parishes where the Safe Haven may be developed are Orleans, St. Bernard, and Jefferson, St. Tammany, Plaquemines, Calcasieu, Cameron, and Vermillion. Of these parishes, only one parish proposal will be selected.

The selected proposer or contractor will be responsible for overall management and administration of all contracts, including drawing contract-funds from DSS and distributing them to subcontractors. The selected proposer will also be responsible for supervision of subcontractor’s compliance with contract requirements. This entity will also be responsible for reporting to DSS all contractual obligations, providing evidence of compliance with CDBG requirements, and any other required activities for overall management and administration.

The proposal should be a critical part of a comprehensive homeless prevention plan. It should be an inclusive process that brings together housing and service providers to offer services through a coordinated system. A community-wide or region-wide process involving nonprofit organizations, including those representing persons with disabilities, government agencies, community and faith-based organizations, homeless providers, service providers, housing providers, and health-care organizations with specific experience in serving homeless families and individuals should be included in planning for the funding in this RFP.

The proposer should utilize an inclusive process that brings together participants from the local government, nonprofit and faith-based sectors providing services to reduce homelessness. This RFP

emphasizes DSS's goal to integrate and align these funds with comprehensive coordinated plans, including local continuum of care plans, the Louisiana Interagency Council on Homelessness, and the goals of the draft Louisiana Ten-Year Plan to End Homelessness. These plans serve as the vehicle for a community to comprehensively identify each of its needs and to coordinate a plan of action for addressing them.

2.0 ADMINISTRATIVE INFORMATION

2.1 *Term of Contract*

The period of any contract resulting from this RFP is tentatively scheduled to begin on the effective date of execution of the final contract between the selected proposer and DSS. All construction work must be completed within eighteen (18) months from the effective date of the contract between the selected proposer and DSS. DSS will also contract for social services with the selected proposer for a period of twelve (12) months, upon approval, and DSS may extend the contract if funding becomes available. The twelve-month period shall start on the date that a Certificate of Occupancy is issued by the enforcing governmental entity.

2.2 *RFP Coordinator*

Requests for copies of the RFP and written questions shall be directed to the RFP coordinator listed below.

Janice Bartley
627 North 4th Street
Baton Rouge, LA 70802
Office phone (225) 342-4850
Office fax (225) 342-8636
jbartley@dss.state.la.us

This RFP is available in electronic form at:

<http://www.srch2.doa.la.gov/osp/lapac/vendor/vndpubmain.asp> or at the DSS website at www.dss.louisiana.gov/RFP. It is available in PDF format or in printed form by submitting a written request to the RFP contracting officer with the Department of Social Services, State of Louisiana.

2.3 *Calendar of Events*²

| <u>Event</u> | <u>Date</u> |
|---|------------------------------------|
| 1. RFP advertised in newspapers and LaPAC | July 23, 2009 |
| 2. Deadline to receive written inquiries | July 27, 2009 |
| 3. Deadline to answer written inquiries | August 7, 2009 |
| 4. Deadline for submitting proposals | August 31, 2009 (by 4:00 p.m. CST) |

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

- | | |
|---|-------------------|
| 5. Notice of Intent to Award to be mailed | September 8, 2009 |
| 6. Proposed Contract Initiation | October 23, 2009 |

2.4 Proposer Inquiries

DSS will consider written proposer's inquiries regarding RFP requirements before the deadline specified in the Calendar of Events. DSS reserves the right to modify the RFP should a change be identified that is in the best interest of the state.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax at (225) 342-1752 by 4:00 p.m. CST on the date specified in the calendar of events. Any and all questions directed to the RFP coordinator will be deemed to require an official response. Official responses to each of the questions presented by the proposers will be posted by **August 7, 2009** at www.dss.louisiana.gov/RFP.

Janice Bartley, Program Director, at DSS has the authority to officially respond to proposer's questions on behalf of DSS. Any communications from any other individuals are not binding to the state.

2.5 *Pre-proposal Conference*

Not applicable to this RFP.

2.6 *Definitions*

CDBG: Community Development Block Grants

Contractor: A firm or individual who is awarded a contract.

Homeless Continuum of Care (CoC) Organizations: Organizations recognized by HUD as local homeless assistance program planning networks. HUD introduced the CoC concept to encourage and support local organizations in coordinating their efforts to address housing and homeless issues and reduce homelessness.

Proposal: A response to an RFP.

Proposer: A firm or individual who responds to an RFP.

RFP: A Request for Proposals.

Shall, Must, or Will: Mandatory language; a requirement that must be met without alteration.

Should, Can, or May: Desirable, non-mandatory language.

Subcontractor: A firm or individual entering into a contract with a contractor.

Transitional Housing: Transitional housing programs provide emergency housing and support services to homeless individuals to help them become independent.

Permanent Supportive Housing: PSH is an intensive model of housing and services designed to serve chronically homeless individuals and high resource using families who can not retain stable housing without tightly linked supportive services, and who can not successfully utilize the clinical services they need to stabilize their lives without having housing.

3.0 **PROPOSAL INFORMATION**

3.1 *Original Proposal*

Proposers who are interested in providing services under this RFP should submit a proposal containing the information specified in Section 4.0. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline specified in 2.3: “calendar of events.”

Fax or e-mail submissions are not acceptable.

3.2 *Minimum Qualifications of Proposer*

Proposers of this RFP must meet at least one of the following minimum qualifications:

- Be a homeless continuum of care
- Be a local government
- Be a non-profit homelessness provider

3.3 *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. DSS must be able to ascertain 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.

All subcontractors identified in the selected proposal shall meet the same standards of responsibility as the selected proposer. Therefore, proposers should ensure that their proposals contain sufficient information for DSS to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.4 RFP Addenda

DSS reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time prior to the submission deadline shown in 2.3: “calendar of events.”

3.5 Waiver of Administrative Informalities

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

3.6 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the state to award a contract. DSS 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.

3.7 Withdrawal or Changes to a Proposal

A proposer may withdraw a proposal that has been submitted at any time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator. A proposer may change a proposal by submitting the changes prior to the deadline for proposal submission and in accordance with the Response Instructions in Section 4.0.

3.8 Subcontracting Information

DSS shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced 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 include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor.

Prior to award of the contract, the selected proposer shall provide written commitments from all subcontractors to commence work by the proposed contract effective date, to accept all contract provisions, and to adhere to an established system of accounting and financial controls adequate to permit effective administration of the contract.

Unless specifically permitted in the contract, the prime contractor shall not contract with any other party for furnishing any of the work herein contracted without the express prior written approval of DSS.

3.9 Ownership of Proposal

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

3.10 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 Record 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.

3.11 Cost of Preparing Proposals

DSS shall not be liable for any costs incurred by prospective 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 DSS.

3.12 Errors and Omissions in Proposal

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

3.13 Contract Award and Execution

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

The selected Proposer shall be expected to enter into a contract which is substantially the same as the sample contract included in Attachment IV. In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP.

If the contract negotiation period exceeds thirty (30) days or if the selected proposer fails to sign the final contract within thirty (30) business days of delivery of it, DSS may elect to cancel the award and award the contract to the next-highest-ranked proposer.

3.14 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. Ethics issues are interpreted by the Louisiana Board of Ethics.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Proposals must be received on or before the date and time specified in the calendar of events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposals by the time specified.

Proposals should be labeled:

Proposal Name: CDBG Safe Haven Facility for the Chronically Homeless

File: DSS CDBGSF 005

Solicitation No. 357PUR112408CDBG005

Proposal Submission Deadline Date: August 31, 2009, by 4:00 p.m. CST

Proposals may be mailed through the U.S. Postal Service to our box at:

State of Louisiana
Department of Social Services
Office of the Secretary
P. O. Box 3776
Baton Rouge, LA 70821
ATTN: Janice Bartley, Director

Proposals may be delivered by hand or courier service to our physical location at:

Department of Social Services
Office of the Secretary
627 North 4th Street.
Iberville Building, 8th Floor, Suite 8-224
Baton Rouge, LA 70802
ATTN: Janice Bartley, Director

Proposer is solely responsible for ensuring that its courier-service or provider makes inside deliveries to our physical location. The Department of Social Services is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposers should be aware of new security requirements for the Iberville building and allow time to sign-in and receive a temporary identification badge.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

It is solely the responsibility of each proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals which for any reason are not received timely will not be considered.

4.2 *Proposal Format*

One original shall and six (6) copies of the proposal should be submitted to the RFP coordinator at the address specified in 4.1. At least one copy of the proposal shall contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal.

This copy will be retained for incorporation by reference in any contract resulting from this RFP. The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization.

4.3 *Cover Letter*

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

4.4 *Technical and Cost Proposal*

Proposer should submit a proposal as specified in Attachment II which should include the requested 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 areas requested.

4.5 *Certification Statement*

The proposer and each of the subcontractors must sign and submit a certification statement shown in attachment III and attachment VI.

5.0 *EVALUATION AND SELECTION*

5.1 *Evaluation Team*

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

5.2 *Administrative and Mandatory Screening*

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

5.3 *Evaluation and Review*

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted by a team according to the following criteria:

| Criteria | Maximum Score |
|---|----------------------|
| 1. Project Description | 10 |
| 2. Design/Construction Team Experience | 20 |
| 3. Budget and Cost Effectiveness | 30 |
| 4. Neighborhood Context and Community Input | 20 |
| 5. Supportive Services Plan | 20 |
| Total Score | 100 |

Project Description (10 points):

Points will be assigned based upon the quantity, quality, and appropriateness of the proposed facility, as well as the operations proposed.

Design/Construction Team Experience (20 points):

Points will be assigned in accordance with the amount and quality of past experience in performing similar work, and in the proposer’s team ability to perform the proposed work. Points will also be assigned in accordance with the expressed knowledge and familiarity with federal regulations listed in this RFP, the construction schedule, organizational capacity, and property management.

Budget, Operating Cost, and Financial Proposal -Cost-Effectiveness (30 points):

Points will be awarded based upon the cost effectiveness and reasonableness of the budget as it relates to the worth of the project, the proposer’s demonstrated ability to secure funding from multiple sources, the development subsidy and leveraging, operating budget, supportive services budget, and related professional fees.

Points will be awarded based on the ability of the proposer to provide operating cost to include the cost of 24-hour management, maintenance, repair, and security, utilities and equipment for such housing, and other reasonable costs necessary to the operation of the facility, which may include appropriate outreach and drop in services.

Neighborhood Context and Community Input (20 points):

Points will be assigned based upon the degree to which the proposer and/or subcontractors have participated in local planning for the homeless, the extent of efforts toward implementing a Homeless program consistency with Existing Neighborhood Plans, and the extent of the proposer’s effort toward participating in the local Housing Management Information System (HMIS). Points will also be awarded based upon the extent of planning that is evident in the proposed project schedule that lists detailed tasks, durations, and milestones needed for the successful completion of the project. As well as the proposer’s ability to provide a letter of endorsement from a continuum of care organization or a local government, as applicable.

Supportive Services Plan (20 points):

Proposers must identify the types of supportive services and the cost of providing services including mental health, substance abuse treatment, case management, medication management, education, counseling, job training, assistance in obtaining entitlement benefits, etc. Proposers must demonstrate how CDBG funds will be leveraged to provide these services for the first five year period. Points will be awarded for a concise Program plan for chronic homeless individuals. Eligible persons residing in the Safe Haven would be linked to permanent housing and supportive services after becoming stabilized in the Safe Haven.

5.4 Award Selection

Parishes eligible to submit proposals for the Safe Haven Project are Orleans, St. Bernard, and Jefferson, St. Tammany, Plaquemines, Calcasieu, Cameron, and Vermillion. All proposals submitted from each parish will be reviewed. However, only one Safe Haven Project contract will be awarded. Final scores from each evaluator will be averaged, and then totaled for each proposal. The proposal with the highest score will be recommended to the secretary of DSS for consideration of the award.

5.5 Announcement of Selected Proposer

DSS will notify the successful proposer and proceed to negotiate terms for the final contract. Unsuccessful proposers will be notified in writing accordingly. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the Award letter has been issued.

6.0 CONTRACT REQUIREMENTS

6.1 Corporation Requirements

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

6.2 Billing and Payment

Billing and payment terms shall be negotiated with the successful proposer.

6.3 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 DSS.

6.4 Proposer's Certification of OMB A-133 Compliance

By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, and/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.epls.gov>.

6.5 Contract Formats

Construction Contract

All construction contracts shall be in American Institute of Architects (AIA) format. This includes the contract between the selected proposer and the building contractor, the contract between the building contractor and all construction subcontractors, and the contract between the selected proposer and architect and/or engineering consultants.

Services Contract

Attachment IV shows a sample contract for the social services component of this RFP.

6.6 Performance & Payment Bonds

The selected proposer shall require the building contractor to have a performance and payment bond for all construction related work.

6.7 Contract Performance

Construction Contract

The contract between the selected proposer and DSS shall include “liquidated damages” in the amount of five-hundred dollars (\$500.00) per day for each consecutive day that the project completion exceeds the contractual date on which construction work is to be completed. These liquidated damages should be reflected in the AIA contract between the selected proposer and the building contractor.

Services Contract

DSS will monitor the performance of the contractor and its subcontractors throughout the term of the contract to assure adherence to the terms outlined in the contract.

6.8 Change of Use Restriction

Contractor will be required by the Department of Social Services to enter into a property use-restriction that requires the site/building to continue its use to serve homeless households for at least 15 years. This means a total minimum requirement of fifteen (15) years from the date that a “Certificate of Occupancy” is issued by the enforcing governmental entity. This will require a minimum fifteen (15) year deed-restriction on the property, and/or a fifteen (15) year lease-agreement.

In accordance to HUD use and repayment requirements, 24CFR570.505, the selected proposer must agree to restrict the use of the property to the intended use for which funds were awarded. This requirement complies with HUD regulations which restrict the change in use of property acquired, constructed or improved with CDBG assistance, and also ensures continued public benefit.

The selected proposer and any project sponsors are required to record a declaration of restrictive covenants against the real property where the CDBG funds are used for acquisition, construction or rehabilitation. HUD’s Office of General Counsel has prepared a standard form declaration of restrictive covenant, which may be obtained from the local field office and which should be recorded

in first position. Copies of the proof of recordation of the HUD approved form must be submitted to DSS before the first draw down of funds.

A CDBG assisted property must be used specifically for CDBG eligible activities, as opposed to other private or public activities. The property must be used for the intended purpose for which CDBG funds were awarded and for a period not less than 15 years, so that low-and moderate-income persons are guaranteed use of the facility in return for the expenditure of public funds.

ATTACHMENT I: SCOPE OF SERVICES

FUNCTIONAL AND TECHNICAL REQUIREMENTS

1. Overview

The contractor will provide project management for efforts undertaken by the contractor and any of its subcontractors in the development of the Safe Haven. Parishes eligible to submit proposals for the Safe Haven are Orleans, St. Bernard, and Jefferson, St. Tammany, Plaquemines, Calcasieu, Cameron, and Vermillion. As previously mentioned, only one contract will be awarded by the Department of Social Services.

The contractor is responsible for the overall management of all contracts, including drawing funds from DSS and distributing them to subcontractors. The contractor also is responsible for subcontractor compliance with contract requirements. The Contractor will be responsible for the overall management and administration of the contract including overseeing subcontractor(s), reporting to DSS, providing evidence of compliance with CDBG requirements, and other required activities for overall management and administration. The project must be cost-effective, with such costs not deviating substantially from the norm in that locale for the type of structure or kind of activity.

2. Tasks and Services

General Compliance

The contractor will comply with all applicable federal, state, and local laws and regulations, and all applicable Office of Management and Budget Circulars.
(<http://www.whitehouse.gov/omb/circulars/>)

Financial Management

Contractor shall agree to comply with 24 CFR 84.21-28 or 24 CFR 85.21 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Contractor is responsible for having all subcontractors and project sponsors comply with 24 CFR 84.21-28 or 24 CFR 85.21 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Contractor shall administer its program in conformance with OMB Circulars A-122, “cost principles for non-profit organizations,” or A-87 cost principles for state and local government as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. The contractor is responsible for having all subcontractors and project sponsors administer their programs in conformance with OMB Circulars A-122, “cost principles for non-profit organizations,” or A-87 cost principles for state and local government as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

Documentation and Record Keeping

Contractor shall maintain all records required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded as proposed. The contractor is responsible for having all subcontractors and project sponsors maintain all records required by the federal

regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded as proposed.

Contractor shall retain all financial records, supporting documents, statistical records and all other pertinent records for a period of five (5) years after final contract payment. The contractor is responsible for having all subcontractors and project sponsors retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after final contract payment.

Contractor is responsible for ensuring that all subcontractors and project sponsors shall participate in the HMIS. The contractor shall be responsible for having the project sponsors enter data into the HMIS system on all persons served by the funded facilities.

Prohibited Activity

Contractors are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The contractor is responsible for ensuring that all subcontractors and or project sponsors understand and comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

Labor Standards/Davis Bacon Requirements

Contractor shall agree to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The contractor is responsible for ensuring that all subcontractors comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

Environmental Conditions

Contractor shall agree to comply, insofar as they apply to the performance of this contract, with all applicable standards, orders or regulations issued pursuant to HUD Environmental Review Procedures 24 CFR Part 58, the Clean Air Act (42 U.S. C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S. C. 1251 et seq.) Executive Order 11738, and environmental Protection Agency regulations (40 CFR part 15), HUD Lead Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B; and the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470). The Contractor is responsible for ensuring that all subcontractors comply, insofar as they apply to the performance of this contract, with all applicable standards, orders or regulations issued pursuant to HUD Environmental Review Procedures 24 CFR Part 58, the Clean Air Act (42 U.S. C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S. C. 1251 et seq.) Executive Order 11738, and environmental Protection Agency regulations (40 CFR part 15), HUD Lead Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B; and the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).

Contractor shall maintain year-round hazard-insurance for all site-improvements and fixed and movable equipment in the amount of the lesser of the insurable value of the property or the maximum amount of insurance available.

Contractor shall maintain flood insurance in the amount of the lesser of the insurable value of the property or the maximum amount of insurance available if the property was previously flooded or is located in a flood zone.

Close-outs

Contractor's obligation to DSS shall not end until all close out requirements are completed.

3. Deliverables

Deliverables for the performance of all services required under this contract shall include written monitoring reports on the performance and progress of work performed. Where applicable, deliverables shall be in digital (PDF) format. And where applicable, the Contractors will be required to submit the following documents (or copies thereof):

Real Estate:

1. Appraisal
2. Property Title -- including any Encumbrances
3. Survey with Surveyor's Certificate that includes Property Boundaries, Site Improvements, Legal Description, and Easements and/or Right-of-Ways
4. Lease Agreement
5. Zoning Approvals that may include Variance request(s) and approval(s)
6. Environmental Report(s) and/or Approvals

Construction:

1. Construction Contract.
2. Performance & Payment Bonds
3. "Notice to Proceed"
4. Construction Schedule
5. List of Subcontractors
6. "Schedule of Values" in AIA format
7. Insurance certificates -- including the Certificate of Liability Insurance and Builder's Risk
8. Building Permits -- including the State Fire-Marshall's approval(s)
9. All contracts for professional services such as the AIA contract between the Contractor & Architect
10. Plans and specifications for all phases of construction
11. Asbestos and/or Lead-Paint Survey (if renovation or adaptive re-use)

Property Management:

1. Property Management Agreement
2. Management Plan

Post Construction Closing Documents:

1. Copies of all title encumbrances and exceptions (as recorded)

2. "Certificate of Occupancy" in AIA format
3. Architect's "Certificate of Substantial Completion" in AIA format
4. "As-Built" Construction Documents
5. Executed FINAL lien-waiver from Building Contractor
6. All product warranties
7. Accountants "Cost Certification"

Recurring Construction Reports:

1. Monthly Construction Progress
2. Monthly "Application for Payment" in AIA format

Recurring Operational Reports:

1. Direct Benefit Reports
2. Annual Reports
3. Vacancies of beds to DSS and Outreach teams
4. Claims for payment(s)
5. Program and fiscal audits
6. Client-level information, placement and outcome data

4. Performance Measurement/Evaluation

DSS will measure and evaluate on a regular basis the ability of the contractor to successfully develop and operate the Safe Haven. The facility should meet minimum housing standards that result in suitable living-environments that are decent and accessible to homeless individuals and offer the necessary support services as outlined in this RFP.

ATTACHMENT II PROPOSAL FORMAT

This section shall serve as “template” for all proposals. Thus, all proposals should at minimum include the following:

1. Executive Summary

Provide a short narrative summary of the project. It should include administrative such as a response date, proposer’s contact name and telephone number, and the stipulation that the proposal is valid for a time period of ninety (90) days from the date of submission.

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 following:

Project Description

Describe the following aspects:

- a. Type of facility (adaptive reuse, addition, or new)
- b. Number and configuration of living units
- c. Number and configuration of shared facilities and common spaces
- d. Address of the property where the Safe Haven will be located
- e. Current ownership of the property
- f. Proposed financing method for acquisition of the property
- g. Current zoning, use, and occupancy status of the property
- h. Site control method such as option to lease or buy.
- i. Current physical and ownership status of the property.

2. Corporate Background/Experience/Organizational Capability/Financial Condition

The proposer should give a brief description of its organization including a brief history, corporate structure and organization, number of years in business, and copies of the previous three years financial statements, preferably audited.

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 three references from entities including names and telephone numbers of those references.

The proposer should describe its experience in complying with federal CDBG requirements, including but not limited to: Davis Bacon wage requirements; fair housing; accessibility requirements of the Americans with Disabilities Act; Section 3 of the Housing and Urban Rehabilitation Act of 1968, and the implementing regulations at 24 CFR part 135; the environmental review requirements of 24 CFR 582.230, 583.230 and 882.804(c), as applicable; and

requirements of the Uniform Relocation Act, if applicable. The proposer should include a positive statement of compliance with CDBG requirements.

If subcontractors will be used, clearly identify any contractual arrangements; delineating the scope of responsibilities and the subcontractors' experience relative to the project.

Demonstrate the organizational (i.e., programmatic, managerial and financial) capability to operate a Safe Haven efficiently and effectively. Specifically, proposers should address and/or demonstrate the following:

- The capability to offer service-coordination through effective data management.
- Knowledge of servicing a male homeless population.
- A staffing plan, including model per shift, that demonstrates sufficient numbers of staff for the number of clients to be served, with appropriate qualifications and training. Proposers may propose creative staffing plans that support the program's goal as long as minimum staffing recommendations per section 3 below.
- The extent to which staff will have expertise in various cultures and languages.
- The appropriateness of staff training programs, specifically highlighting the training relevant to servicing the street homeless population in a low threshold setting.
- The strength and effectiveness of established linkages to enhance the proposed service model with other appropriate not-for-profit agencies and/or service contractors or others in the community in which the proposed program will be located or readily accessible through public transportation, who could serve as resources for and/or provide off-site linkages to clients. Attach copies of all relevant linkage agreements, letters of intent or other means chosen by the proposer. Broadly worded referral agreement letters or letters of support will not be sufficient.
- Capability to successfully identify, hire, train, and phase-in any needed additional staff who are sensitive to the needs of the population served. Provide a time frame in weeks to accomplish these tasks consistent with the projected program start date.
- Describe and demonstrate the effectiveness of mechanisms for providing ongoing and consistent staff training, supervision, procedures for evaluating staff performance, and protocols for employee discipline and termination.
- Describe the internal monitoring system and demonstrate how it will effectively identify program and fiscal problems. Include case record maintenance and recording protocols.
- Describe and demonstrate the effectiveness of procedures to be put in place to develop and implement corrective action plans, and indicate time frames for resolution and the respective roles of the Board of Directors and executive/management staff in the monitoring process.
- Indicate title(s) and provide resumes of the staff that would be responsible for financial transactions, financial reporting, financial records maintenance, and audit resolution.
- Demonstrate the proposer's capability to develop, maintain, and utilize a database (described in section 3 below) containing a standardized list of reporting fields to be collected by the contractor. Include a description of the method for doing this as well as the qualifications for the staff person who would maintain quality control.

In addition, attach:

- A chart showing where the proposed program would fit into the contractor's organization.
- A copy of the contractor's latest financial audit report.

3. Staff Qualifications of Proposer and Subcontractors

The proposer should provide detailed information about the experience and qualifications of the assigned personnel, and/or each member of the proposed team that may be considered key to the success of the project. This includes the proposer's own staff.

The proposer's staff (and/or subcontractors) should demonstrate the necessary experience and knowledge to manage the rehabilitation activities proposed. For the proposer's and/or the subcontractor's staff, this information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

For each Subcontractor, information must be provided regarding the organization's mission or purpose, capacity, staffing, experience, and financial position in order to demonstrate its ability to complete the proposed activities.

4. Program Approach and Methodology

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished. This section should serve to introduce the purpose and scope of the project. The project should be cost-effective, with such costs not deviating substantially from the norm in that locale for the type of structure or kind of activity.

The proposer should identify each project sponsor and describe the facility by providing "schematic type" architectural drawings. At a minimum, the proposer should describe the project in terms of the parish to be served, the location of the facility to be constructed and/or renovated and/or expanded; proximity to services such as shopping, and transportation; size, layout, and configuration of sleeping facilities, along with who it is intended to serve.

The proposer should include a detailed implementation schedule that includes the particular individuals and/or entities that will carry out each specific task. This schedule should include implementation actions and timelines for both the construction and service phases of the development.

The proposer shall include a demonstrated commitment to participation in the HMIS, with their associated continuum of care. The proposer should describe the extent of the organization's efforts toward using and implementing a local HMIS and the extent to which the proposed project sponsors will participate in order to enter data into the HMIS on all persons served by the funded facility.

The proposer should describe the degree to which all proposed subcontractors have participated in local planning for homeless.

To ensure a collaborative proposal, the proposer should submit a letter from the local government endorsing the proposal, or a local government should submit a letter of endorsement from the local continuum of care organization.

A summary of the aforementioned requirements should address and/or demonstrate the following:

- The effectiveness of the proposer's plan to develop a low threshold/low demand alternative to shelter for the street homeless population.
- The physical/architectural qualities that will make homeless clients identify this facility and programs as a discrete and more appealing option than temporary shelter.
- Capability to create a safe and welcoming atmosphere that will engage and retain clients.
- A plan to reduce barriers such as curfews that have historically discouraged individuals from seeking traditional shelter.
- A plan to maintain a strong collaborative relationship with the outreach team, from client intake to placement, including follow up case-planning and on-site conferencing for all clients placed in detoxification programs, hospital in-patient settings, addiction treatment centers, alcohol crisis centers, and other short-term physical or substance abuse rehabilitation settings.
- A proposed model for engaging the street homeless population to remain within the safe haven through the provision of concrete services on site, or by referral, and encourage the acceptance of medical, mental health or substance abuse services and preparing for alternate housing.
- A plan to provide housing placement services to street homeless individuals, many of whom have severe and persistent mental illness and/or substance abuse disorders.
- An assessment plan to identify those clients who are moving at a slower pace toward alternate housing, and how the proposer will successfully engage them. Similarly, describe and demonstrate the effectiveness of the proposer's assessment plan to identify and successfully engage those clients who can move more quickly toward alternate housing. Describe how the proposer will effectively implement these client assessments into the staff's daily approach with clients.
- A plan to provide services to homeless clients with severe and persistent mental illness, chronic medical illnesses, and/or substance abuse disorders access to better prepare them for permanency.
- A security plan for the building, and how a safe but communal atmosphere will be maintained on a 24-hour, 7 days a week basis. Include a detailed training, model for staff to be trained in techniques around de-escalation, crisis intervention, universal precautions, cultural competencies and any other training deemed appropriate by DSS to maintain a safe environment for both staff and clients.
- A plan to create a flow of available capacity, and how the proposer will meet or exceed DSS's goal of 40% of the total capacity turning over annually.

DSS's assumptions regarding program approach represent what DSS believes will be most likely to achieve its goals and objectives. However, proposers are encouraged to propose a program approach which they believe will most likely achieve DSS's goals and objectives.

The proposer may also present "innovative concepts", if any, not discussed above for consideration.

Documentation must be included with the proposal. Failure to include the information with the proposal shall cause the proposal to be disqualified from consideration. The proposal must include:

1. IRS 501(c) 3 non-profit letter
2. Articles of incorporation and by-laws
3. Letter of good standing from the State
4. Letter of support from the local government and/or continuum of care organization
5. Last two years audited financial statements with summary of finding statements

The proposer must provide the scope of activity being proposed, indicating the type of facility being developed (rehabilitation or conversion); population to be served by this development, including an estimate of the number the facility can accommodate.

1. Site Plan identifying the project and surrounding uses.
2. Construction Documents that includes construction Drawings and Specifications.

5. Budget/Cost Information

The proposer should provide an itemized budget, a budget narrative, and specify the source and use of funds detailing proposed cost of repair, and or construction and rehabilitation activities. Budget should include:

1. Development Pro Forma/Cost and sources of funds.
2. Operating Budget/ cost and cash flow over a 5 year period.
3. Description of Services and funding sources for services over 5 year period.
4. Supporting evidence of all funding commitments received.
5. Annual Budget Summary
6. Budget Narrative
7. Staffing Model

6. Administrative Information

Provide completed certification statements as shown in attachment III for the proposer as well as attachment VI for the project sponsor.

**ATTACHMENT III:
CERTIFICATION STATEMENT FOR PROPOSER**

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 I have 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 ninety (90) days from the date of proposer's signature below;
- (5) Proposer understands that if selected as the successful proposer, he/she will have thirty (30) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

/ _____
DATE

**ATTACHMENT IV: SOCIAL SERVICES CONTRACT
STATE OF LOUISIANA CONTRACT**

On this ___ day of ___, 20___, the State of Louisiana, [*STATE AGENCY NAME*], hereinafter sometimes referred to as the "State", and [*CONSULTANT'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE*], hereinafter sometimes referred to as the "Contractor" or "*[CONSULTANT NAME]*", do hereby enter into a contract under the following terms and conditions.

1.0 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

[COMPLETE A BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED]

1.2 STATEMENT OF WORK

1.2.1 INTRODUCTION

This statement of work defines the tasks to be performed, the required deliverables, the completion criteria, estimated completion dates, the estimated cost for each task schedule; and establishes the responsibilities for accomplishing these tasks.

1.2.2 GOALS AND OBJECTIVES

[THE GOALS AND OBJECTIVES OF THIS CONTRACT]

1.2.3 PERFORMANCE MEASURES

The performance of the contract will be measured by the state project manager, authorized on behalf of the state, to evaluate the contractor's performance as against the criteria in the statement of work.

[PERFORMANCE SHOULD BE MEASURABLE AND TIME BOUND]

1.2.4 MONITORING PLAN

[Name and Title or Position] will monitor the services provided by the contractor and the expenditure of funds under this contract. *[Name and Title or Position]* will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

[MONITORING PLAN HERE]

1.2.5 CONTRACTOR TASKS AND RESPONSIBILITIES

(FULL DESCRIPTION OF SERVICES TO BE PERFORMED COMPOSED FROM THE RFP AND THE PROPOSER'S RESPONSE)

1.2.6 DELIVERABLES

The contract will be considered complete when contractor has delivered and state has accepted all deliverables specified in the statement of work. Deliverables will be accepted under the provisions of acceptance of deliverables.

1.2.7 SUBSTITUTION OF KEY PERSONNEL

The contractor's personnel assigned to this contract may not be replaced without the written consent of the state. Such consent shall not be unreasonably withheld or delayed provided an adequately qualified replacement is offered. In the event that any state or contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the state's or contractor's reasonable control, as the case may be, the state or the contractor, as the case may be, shall be responsible for providing an adequately qualified replacement in time to avoid delays in completing tasks.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on [DATE] and shall end on [DATE]. State has the right to contract for up to a total of three years with the concurrence of the contractor and all appropriate approvals.

2.2 STATE FURNISHED RESOURCES

State shall appoint [NAME] as project coordinator for this contract who will provide oversight of the activities conducted hereunder. Notwithstanding the contractor's responsibility for management during the performance of this contract, the assigned project coordinator shall be the principal point of contact on behalf of the state and will be the principal point of contact for contractor concerning contractor's performance under this contract.

2.3 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

3.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to contractor a maximum fee of *\$/[TO BE INSERTED]*. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 25 work days of the approval of invoice and under a valid contract. Payment will be made only on approval of (*Name of Designee*).

During the execution of tasks contained in the statement of work, the contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

4.0 TERMINATION

4.1 TERMINATION FOR CAUSE

State may terminate this contract for cause based upon the failure of 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 of failure 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. Failure to perform within the time specified in the solicitation will constitute a default and may cause cancellation of the contract. Where the state has determined the contractor to be in default, the state reserves the right to obtain any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting contractor will be considered.

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 agency's failure and a reasonable opportunity for the state to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

State may terminate the contract at any time without penalty by giving thirty (30) days written notice to the contractor of such termination or negotiating with the contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature 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 of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the state.

Contractor will indemnify, defend and hold the state and its authorized users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the state in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the state up to the dollar amount of the contract.

For all other claims against the contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the contract, or two (2) times the charges rendered by the contractor under the contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The state and authorized User may, in addition to other remedies available to them at law or equity and upon notice to the contractor, retain such monies from amounts due contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6.0 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

7.0 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8.0 ASSIGNMENT

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the state. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the state.

9.0 RIGHT TO AUDIT

The state legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

10.0 CONTRACT MODIFICATION

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

11.0 CONFIDENTIALITY OF DATA

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.

12.0 SUBCONTRACTORS

The contractor may, with prior written permission from the state, enter into subcontracts with third parties for the performance of any part of the contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the contractor to the state and/or state agency for any breach in the performance of the contractor's duties.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal 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 agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, 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.

14.0 INSURANCE

Funded projects shall maintain hazard insurance in the amount of the lesser of the insurable value of the property or the maximum amount of insurance available.

Funded projects shall maintain flood insurance in the amount of the lesser of the insurable value of the property or the maximum amount of insurance available if the property was previously flooded or is located in a flood zone.

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for worker's compensation coverage only.

Contractor's Insurance: The contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of insurance, fully executed by officers of the insurance company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the contractor shall maintain during the life of the contract, workers' compensation insurance for all of the contractor's employees employed at the site of the project. In case any work is sublet, the contractor shall require the subcontractor similarly to provide workers' compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the workers' compensation statute, the contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide employer's liability insurance for the protection of such employees not protected by the workers' compensation statute.

Commercial General Liability Insurance: The contractor shall maintain during the life of the contract such commercial general liability insurance which shall protect him, the state, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: commercial general liability insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the commercial general liability Insurance Policy or policies herein elsewhere required to be furnished by the contractor, or by separate policies of insurance in the amounts as defined in any special conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The contractor shall maintain during the life of the contract, automobile liability insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The contractor shall require that any and all subcontractors, which are not protected under the contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the contractor.

15.0 APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

16.0 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.

17.0 SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

18.0 COMPLETE CONTRACT

This is the complete contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This contract shall become effective upon final statutory approval.

19.0 ORDER OF PRECEDENCE

This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the RFP, its amendments and the proposal; second priority shall be given to the provisions of the RFP and its amendments; and third priority shall be given to the provisions of the proposal.

THUS DONE AND SIGNED on the date(s) noted below:

CONTRACTOR’S SIGNATURE

STATE’S SIGNATURE

DATE

DATE

ATTACHMENT V CDBG REGULATIONS

CDBG applicable rules and regulations: CDBG regulations (CFR, Part 24), OMB Circulars A-87 (governments) and A-122 (non-profits) and HUD Guidance Notices and various reporting requirements.

If you need a copy of these regulations, circulars, reporting requirements, etc., please request copies from the State Of Louisiana, Division of Administration, Office of Community Development, 1201 North Third Street, Suite 7-210, and Baton Rouge, Louisiana, 70802.

Internet Resources:

CDBG Regulations:

<http://www.hud.gov/offices/cpd/communitydevelopment/rulesandregs/regulations/index.cfm>

Consolidated Plan Regulations:

<http://www.hud.gov/offices/cpd/about/rulesandregs/conplan/index.cfm>

CDBG Desk Guide:

<http://www.hud.gov:80/offices/cpd/communitydevelopment/library/deskguid.cfm>

Income Limits: <http://www.huduser.org/datasets/il/il04/index.html>

OMB Circulars: <http://www.whitehouse.gov/omb/circulars/index.html>

US Census Bureau: <http://www.census.gov/>

The following are related Act, OMB Circulars and regulations that must be complied with when using CDBG funds.

FEDERAL ACT - Title I of the Housing and Community Development Act of 1974, as amended through 10/29/92.

FEDERAL REGULATIONS - CFR Title 24

Part 42 – Displacement, Relocation Assistance and Real Property Acquisition for HUD and HUD-Assisted Programs

Part 58 – Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities

Part 84 – Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

Part 85 - Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments

Part 91 – Consolidated Submissions for Community Planning and Development Programs

Part 570 - Community Development Block Grants

Sub Part A - General Provisions

Sub Part C - Eligible Activities
Sub Part D - Entitlement Grants
Sub Part J - Grant Administration
Sub Part K - Other Program Requirements
Sub Part O - Performance Reviews

OMB CIRCULARS

A-21, Cost Principles for Educational Institutions
A-122, Cost Principles for Nonprofit Organizations
A-102, Grants and Cooperative Agreements with State and Local Governments
A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other nonprofit organizations-Uniform Administrative Requirements
A-133, Audits of States, Local Governments, and Non-Profit Organizations
A-87, Cost Principles for State and Local Governments
OMB Circular for Government Sub-recipients

OTHER RELATED REGULATIONS

Disclosure Requirements - (C.F.R., Part 12 "Accountability in the Provision of HUD Assistance")
Any applicant applying for Federal assistance from HUD for a specific project or activity or that is distributing HUD assistance must disclose certain information if you have allocated/received or can reasonably expect to receive in excess of \$200,000 in aggregate, from Federal, State, or local CDBG funds during the Federal Fiscal Year.

Labor Standards Provisions (Davis-Bacon) - Construction projects receiving \$2,000 in CDBG (Federal) funds will be required to comply with prevailing wage requirements.

Housing Displacement/Relocation – (49 CFR 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs) If your project involves dislocating or relocating people or businesses, there are additional regulations so do contact our office for more information.

Other Program Requirements (570.600)

- 1) Fair Housing - Receipt of CDBG funds also requires compliance with Public Law 88-352 and Public Law 90-284 by Sub-Grantee to affirmatively further fair housing.
- 2) (570.607) Employment & Contracting Opportunities – requires compliance with Exec. Order 11246 as amended, Equal Employment Opportunities and Public Law 102-550 Sec. 3 Economic Opportunities for Low Income and Very Low Income Persons. (570.608)
- 3) Lead Based Paint – requires compliance with Public Law 91-695 Lead Based Paint Poisoning Prevention Act and Public Law 102-550 Title X – Residential Lead Based Paint Hazard Reduction Act of 1992. Particular attention should be paid to these sections: HUD Regulations 24 CFR 35.80 - 35.98, the EPA Regulations 40 CFR 745.100 - 745.119, and the OSHA Regulation 29 CFR 1926.62.
- 4) Public Law 88-352 refers to Title VI of the Civil Rights Act of 1964 which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- 5) Public Law 90-284, as amended, refers to Title VIII of the Civil Rights Act of 1968, popularly known as the Fair Housing Act, which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any persons from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to a person, because of race, color, religion, sex, or national origin.
- 6) ADA Compliance - Projects receiving CDBG funding involving building or public facilities improvements must include accessibility and comply with the Americans with Disabilities Act Guidelines (ADAG).

Building Permits & Historic Preservation – (Sections 110 (K) and 106 of the National Historic Preservation Act). All projects involving construction and rehabilitation must be reviewed by the Louisiana State Office of Parks, Recreation and Historic Preservation (SHPO) which conducts reviews pursuant to the Advisory Council on Historic Preservation regulations 36 CFR 800.4(d) (1). All agencies undertaking this type of work with federal funds must pull the proper building permits and have a SHPO clearance letter before funds can be dispersed.

**ATTACHMENT VI:
CERTIFICATION STATEMENT FOR PROJECT SPONSOR**

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 project sponsor 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: _____

Project sponsor 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 I have provided.

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

- (1) The information concerning the project sponsor contained in the proposer's response to this RFP is accurate;
- (2) Project sponsor agrees to comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Project sponsor accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

_____/_____
SIGNATURE of Project Sponsor's Authorized Representative DATE