

REQUEST FOR PROPOSALS

for

**Alternatives to Abortion Initiative
State Fiscal Year 2020**



**RFP #:3000012998
Proposal Due Date/Time:
October 7, 2019
3:00PM CDT**

**State of Louisiana
Department of Children and Family Services**

**Issue Date:
September 16, 2019**

Table of Contents

- PART 1: ADMINISTRATIVE AND GENERAL INFORMATION 6
 - 1.1 Purpose..... 6
 - 1.2 Background 6
 - 1.3 Goals and Objectives..... 6
 - 1.4 Term of Contract..... 7
 - 1.5 Definitions..... 7
 - 1.6 Schedule of Events 7
 - 1.7 Proposal Submittal 8
 - 1.8 Qualification for Proposer 8
 - 1.8.1 Mandatory Qualifications:..... 8
 - 1.8.2 Desirable Qualifications:..... 8
 - 1.9 Proposal Response Format..... 9
 - 1.9.1 Cover Page and Cover Letter..... 9
 - 1.9.2 Table of Contents 9
 - 1.9.3 Executive Summary 9
 - 1.9.4 Company Background and Experience 10
 - 1.9.5 Approach and Methodology..... 11
 - 1.9.6 Proposed Staff Qualifications 11
 - 1.9.7 Veteran and Hudson Initiative Programs Participation..... 12
 - 1.9.8 Cost Proposal 12
 - 1.9.9 Certification Statement 12
 - 1.9.10 Outsourcing of Key Internal Controls: 12
 - 1.10 Number of Copies of Proposals 13
 - 1.11 Legibility/Clarity..... 13
 - 1.12 Confidential Information, Trade Secrets, and Proprietary Information..... 13
 - 1.13 Proposal Clarifications Prior to Submittal 14
 - 1.13.1 Pre-proposal Conference 14
 - 1.13.2 Proposer Inquiries 14
 - 1.13.3 Blackout Period..... 15

1.14	Error and Omissions in Proposal	16
1.15	Changes, Addenda, Withdrawals	16
1.16	Withdrawal of Proposal	16
1.17	Waiver of Administrative Informalities.....	16
1.18	Proposal Rejection/RFP Cancellation.....	17
1.19	Ownership of Proposal	17
1.20	Cost of Offer Preparation	17
1.21	Taxes.....	17
1.22	Determination of Responsibility.....	17
1.23	Use of Subcontractors	18
1.24	Written or Oral Discussions/Presentations.....	18
1.25	Acceptance of Proposal Content	18
1.26	Evaluation and Selection.....	19
1.27	Best and Final Offers (BAFO)	19
1.28	Contract Award and Execution.....	19
1.29	Notice of Intent to Award.....	19
1.30	Right to Prohibit Award.....	20
1.31	Insurance Requirements for Contractors.....	20
1.31.1	Contractor's Insurance.....	20
1.31.2	Minimum Scope and Limits of Insurance.....	21
1.31.3	Deductibles and Self-Insured Retentions	22
1.31.4	Other Insurance Provisions	22
1.31.5	Acceptability of Insurers	23
1.31.6	Verification of Coverage.....	23
1.31.7	Subcontractors.....	23
1.31.8	Workers Compensation Indemnity	23
1.32	Indemnification and Limitation of Liability	24
1.33	Payment.....	25
1.33.1	Electronic Vendor Payment Solutions.....	26
1.34	Termination	26
1.34.1	Termination of the Contract for Cause.....	26
1.34.2	Termination of the Contract for Convenience	26
1.34.3	Termination for Non-Appropriation of Funds.....	26

1.35	Assignment.....	27
1.36	Right to Audit.....	27
1.37	Civil Rights Compliance	27
1.38	Record Ownership	27
1.39	Entire Agreement/ Order of Precedence	27
1.40	Contract Modifications	28
1.41	Substitution of Personnel	28
1.42	Governing Law.....	28
1.43	Claims or Controversies.....	28
1.44	Code of Ethics.....	28
1.45	Corporate Requirements.....	28
1.46	Prohibition of Discriminatory Boycotts of Israel	29
PART 2:	SCOPE OF WORK/SERVICES	30
2.1	Scope of Work	30
2.2	Task and Services.....	32
2.3	Technical Requirements.....	32
2.4	Project Requirements	32
PART 3:	EVALUATION	33
3.1	Cost Evaluation.....	33
PART 4:	PERFORMANCE STANDARDS	35
4.1	Performance Requirements.....	35
4.2	Performance Measurement/Evaluation/Monitoring Plan.....	35
4.2.1	Performance Measures/Evaluation:	35
4.2.2	Monitoring Plan:.....	35
4.3	Veteran and Hudson Initiative Programs Reporting Requirements.....	35
ATTACHMENT I:	CERTIFICATION STATEMENT	36
ATTACHMENT II:	SAMPLE CONTRACT	38
ATTACHMENT III:	ELECTRONIC VENDOR PAYMENT SOLUTION.....	50
ATTACHMENT IV:	PROPOSAL COVER PAGE	50
ATTACHMENT V:	CLARIFICATION ON ADMINISTRATIVE AND ALLOWABLE COSTS	51
ATTACHMENT VI:	EXHIBIT B-BUDGET TEMPLATE	53

ATTACHMENT VII: DCFS SUPPORTING DOCUMENTATION GUIDELINES FOR COST REIMBURSEMENT58
ATTACHMENT VIII: COST INFORMATION AND COST ALLOCATION PLAN GUIDELINES60

REQUEST FOR PROPOSAL

FOR

Alternatives to Abortion Initiative

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing a Temporary Assistance for Needy Families (TANF) Abortion Alternative Program. This Alternatives to Abortion (AtA) program is 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.

1.2 Background

The Louisiana Department of Children and Family Services (DCFS) is an administrative department within the executive branch of state government. 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 the department charged with administering the TANF state grant and this program is a TANF funded initiative. TANF programs must be administered under certain goals and this program meets TANF goals one and four, which are to provide assistance to needy families so that children may be cared for in their own home or in the homes of relatives and to encourage the formation and maintenance of two-parent families.

1.3 Goals and Objectives

DCFS' goals and objectives for the program are to 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 woman and newborn and information and education on topics to include prenatal care, childbirth, adoption, parenting, and the use of abstinence to avoid unplanned and out-of-wedlock pregnancies. The supportive services provided must relate to one or more of the four core services. Women are eligible for services upon request and remain eligible through childbirth. All program services shall be free of charge.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about January 1, 2020 and is anticipated to end on December 31, 2020. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

1.5 Definitions

Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
Contractor	Any person having a contract with a governmental body; the selected Proposer.
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DOA	Division of Administration
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
OSP	Office of State Procurement
Proposal	The formal written response to this RFP.
Proposer	A firm or individual who responds to this RFP.
RFP	Request for Proposal
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
State	The State of Louisiana.
TANF	Temporary Assistance for Needy Families

1.6 Schedule of Events

Event	Date
RFP advertised in newspapers and post to LaPac	September 16, 2019
September	N/A
Deadline for receipt of written inquiries	September 23, 2019
Deadline to answer written inquiries	October 2, 2019
Deadline for receipt of proposals	October 7, 2019
Presentations & Discussions (if applicable)	N/A
Notice of Intent to award announcement, and 14-day protest period begins, on or about	October 28, 2019
Contract execution, on or about	January 1, 2020

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.7 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. FAX or e-mail submissions shall not be 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:

James Vidacovich, Economic Stability Manager
Department of Children and Family Services
627 N. 4th Street, Ste. 5-302
Baton Rouge, LA 70802

For courier delivery, the street address is the same as above, and the telephone number is (225) 342-0495. The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.8 Qualifications for Proposers

1.8.1 Mandatory Qualifications:

Proposers must meet the following qualifications prior to the deadline for receipt of proposals.

Proposers shall be local, statewide, or quasi-public agencies, nonprofit, and/ or for profit organizations. This includes faith-based or other charitable organizations whose mission and service delivery is consistent with providing abortion alternatives and promoting a healthy and full-term pregnancy. This initiative will allow organizations and agencies an opportunity to develop innovative and strategic programming solutions suited to the unique needs of Louisiana's communities. According to 42 U.S. Code 604a, Faith-based organizations must have a nonfaith based alternative component to deliver proposed services. A nonprofit organization must be listed on the United States Internal Revenue (IRS) register of tax-exempt organizations. Nonprofits must have obtained a 501(c) status and must include a copy of the documentation of IRS 501(c) status in their proposal. Entities that perform or refer for abortions will not be eligible for funding directly or through a subcontractor.

1.8.2 Desirable Qualifications:

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals:

The Proposer should have previous experience providing services, information, and counseling that promotes healthy childbirth and assists pregnant women in their decision regarding adoption or parenting.

1.9 Proposal Response Format

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

1.9.1 Cover Page and Cover Letter

A cover page must be attached to the front of the proposal. See **ATTACHMENT IV, PROPOSAL COVER PAGE.**

A cover letter must be submitted on the Proposer's official business letterhead explaining the intent of the Proposer. The letter must identify the submitting 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 RFP, and confirm that the Proposer is willing to perform those services and enter into a contract with the State.

The Proposer's letter must contain an unequivocal positive statement that the proposal submitted was developed without collusion with other Proposers.

The proposer must identify if they are proposing to serve all DCFS identified regions throughout the state or if not all regions, specify the regions the Proposer is wishing to serve under the contract. A list of DCFS regions is contained in the Scope of Work section of this RFP.

1.9.2 Table of Contents

The Proposal must conform to all instructions, conditions, and requirements included in this RFP. Proposers should examine all documents and other requirements. Failure to provide requested information needed for evaluation of the proposal may result in a reduction of awarded points.

All pages of each proposal should be on letter sized paper and be consecutively numbered from the beginning to the 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 in a separate appendix to the proposal.

The proposal should be organized in the order contained below.

1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including. Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least ninety (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.

The summary must contain a description of the proposed service delivery area (statewide or specific regions). In addition to the required regional locations listed in the charts in RFP Section 2.1, the Proposer may include up to three (3) other optional locations that would enhance accessibility for client services. The description of optional locations must include the rationale for the optional locations and the specific populations that the location would serve.

The summary must also describe the populations to be served, number of clients to be served, services the Proposer's organization will provide, the amount of funds the Proposer is requesting, and how outcomes will be measured.

The executive summary should include a positive statement of compliance with the contract terms, see **ATTACHMENT II: SAMPLE CONTRACT**. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in **ATTACHMENT II: 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.

1.9.4 Company Background and Experience

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its last three annual 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 and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to exceed the qualifications described in the Qualifications for Proposers in section 1.8:

Proposers shall be local, statewide, or quasi-public agencies, nonprofit, and/ or for profit organizations. This includes faith-based or other charitable organizations whose mission and service delivery is consistent with providing abortion alternatives and promoting a healthy and full-term pregnancy. This initiative will allow organizations and agencies an opportunity to develop innovative and strategic programming solutions suited to the unique needs of Louisiana's communities.

The Proposer should:

- describe the professional qualifications of the organization or entity; prior experience providing services to targeted populations; 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 the Proposer will be able to document the program's success;
- provide specific information on the impact and outcomes on similar services delivered by the Proposer's organization;
- demonstrate that the Proposer's mission is consistent with promoting childbirth rather than abortion; and
- describe partnerships and collaborations with other entities within the community.

1.9.5 Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

- Provide your understanding of the nature of the Alternatives to Abortion Initiative.
- Define your functional approach to the delivery of services.
- Describe how your program will help women experiencing unplanned pregnancies to achieve healthy full-term pregnancies.
- Describe your organization's partnerships with other agencies that will complement the services your program provides to pregnant women.
- Describe the services that you will provide, 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 income is at or below 200% of the federal poverty level. All proposed services must be described as they relate to one or more of the four core services as listed in the goals and objectives section of this RFP, Section 1.3.
- Describe how services will be targeted to high risk areas.
- State the annual target performance numbers that your organization will achieve based on the performance measures listed in RFP Section 2.1, Scope of Work.
- Clients are eligible for AtA services if their income is at or below 200% of the federal poverty level. Describe how your organization will determine and document eligibility.
- Describe how your organization will use subcontractors to achieve your stated performance numbers (if applicable).
- Describe how your organization will monitor your subcontractors to ensure compliance with the terms of this RFP (if applicable).

1.9.6 Proposed Staff Qualifications

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

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes. Customer references should be for projects within the past three years.

Proposers shall be local, statewide, or quasi-public agencies, nonprofit, and/ or for profit organizations. This includes faith-based or other charitable organizations whose mission and service delivery is consistent with providing abortion alternatives and promoting a healthy and full-term pregnancy. This initiative will allow organizations and 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 nonfaith based alternative component to deliver proposed services per 42 U.S. Code 604a. A nonprofit organization must be listed on the United States Internal Revenue (IRS) register of tax-exempt organizations. Nonprofits must have obtained a 501(c) status and must include a copy of the documentation of IRS 501(c) status in their proposal. Entities that perform or refer for abortions will not be eligible for funding directly or through a subcontractor.

1.9.7 Veteran and Hudson Initiative Programs Participation

Not applicable for TANF-funded programs.

1.9.8 Cost Proposal

The Proposer shall provide a proposed program budget and a cost allocation plan (if applicable) that is inclusive of all costs, including but not limited to travel and project expenses, for providing all services in the proposed service delivery area (Region(s) or Statewide) as described in the RFP. Expenditures for training and travel must be in accordance with State of Louisiana Travel Policies and Procedures (PPM 49). The cost per service delivery area shall remain firm for the initial term of the contract as well as any renewal terms.

Please note that Administrative costs for TANF-funded programs are limited to no more than 10 percent of an entity's total allocation for services. Please see **RFP ATTACHMENT V: CLARIFICATION ON ADMINISTRATIVE AND ALLOWABLE COSTS** for further information. Budget – Must be submitted on the required template, **RFP ATTACHMENT VI: EXHIBIT B, BUDGET TEMPLATE** or an exact duplicate.

Cost Allocation Plan – If costs are shared between the RFP program and another program operated by the Proposer, a written narrative detailing the separate costs per program must be included with the proposal.

1.9.9 Certification Statement

The Proposer must sign and submit **ATTACHMENT I: CERTIFICATION STATEMENT**.

1.9.10 Outsourcing of Key Internal Controls:

Not applicable to this RFP.

1.10 Number of Copies of Proposals

The State requests that five (5) hard copies of the proposal and one (1) electronic copy on USB flash drive be submitted to the RFP Coordinator at the address specified:

James Vidacovich, Economic Stability Manager
Department of Children and Family Services
627 N. 4th Street, Ste. 5-302
Baton Rouge, LA 70802

At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. Board resolutions are not required to be notarized. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

The State requests the following:

- One (1) Original (clearly marked "Original") and four (4) numbered copies of the technical proposal. All should be clearly marked technical proposal.
- One (1) Original (clearly marked "Original") and four (4) numbered copies of the cost proposal. All should be clearly marked cost proposal.
- One (1) electronic redacted copy of its Proposal (clearly marked "Redacted") if the Proposer is claiming its Proposal contains confidential or privilege information pursuant to Section 1.13.1 of this RFP, and one (1) electronic unredacted copy of its Proposal on a flash drive or CD.

1.11 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.12 Confidential Information, Trade Secrets, and Proprietary Information

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 the contract, or which become available to the Contractor in carrying out the contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the

State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Department of Children and Family Services.

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

1.13 Proposal Clarifications Prior to Submittal

1.13.1 Pre-proposal Conference

Not required for this RFP.

1.13.2 Proposer Inquiries

Questions must be submitted, in writing, by an authorized representative of the Proposer, clearly cross-referenced to the relevant RFP section. Only those questions received by the established deadline will be considered by the State.

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

James Vidacovich, Economic Stability Manager
Department of Children and Family Services
627 N. 4th Street, Ste. 5-302
Baton Rouge, LA 70802
225-342-0495
(Fax) 225-219-4363
James.Vidacovich.DCFS@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events in section 1.6 at:

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Questions and answers will be posted to the DCFS website:

<http://dss.louisiana.gov/index.cfm?md=pagebuilder&tmp=home&nid=370&pid=248>

Only James Vidacovich has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

1.13.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only.

Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

1.14 Error and Omissions in Proposal

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

1.15 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It shall be the responsibility of the Proposer to check the DCFS website for addenda to the RFP. The link below may be used to access for any addenda to the RFP.

<http://dss.louisiana.gov/index.cfm?md=pagebuilder&tmp=home&nid=370&pid=248>

1.16 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 withdraw a proposal, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

1.17 Waiver of Administrative Informalities

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

1.18 Proposal Rejection/RFP Cancellation

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

1.19 Ownership of Proposal

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

1.20 Cost of Offer Preparation

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

1.21 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.22 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Proposer:

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

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

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

1.23 Use of Subcontractors

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

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and 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. 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.

1.24 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

1.25 Acceptance of Proposal Content

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

1.26 Evaluation and Selection

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

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.27 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available.

The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a contract.

1.28 Contract Award and Execution

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the 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, Attachment II. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds 30 business days, or if the selected Proposer fails to sign the final contract within 7 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.29 Notice of Intent to Award

The Evaluation Team shall 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).

The State may award a single state-wide contract and the State reserves the right to make multiple awards.

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

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each proposal considered along with a summary of scores, 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 person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

The State reserves the right to make multiple awards.

1.30 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a 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 RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.31 Insurance Requirements for Contractors

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.

1.31.1 Contractor's Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

1.31.2 Minimum Scope and Limits of Insurance

1.31.2.1 Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

1.31.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

1.31.2.3 Professional Liability (Errors and Omissions)

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

1.31.2.4 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

1.31.2.5 Cyber Liability

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

1.31.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

1.31.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1.31.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

1.31.4.2 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

1.31.4.3 All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

1.31.5 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1.31.6 Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana
Department of Children and Family Services, Its Officers, Agents, Employees and Volunteers
627 N. 4th Street, Baton Rouge, LA 70802
Project #3000012998

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

1.31.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

1.31.8 Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have

no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

1.32 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 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. If applicable, 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, Material or Service; 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.

1.33 Payment

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly. The payment terms shall be as follows:

The funds awarded through this initiative are not grant funds. The funds are for 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. The contractor will bill monthly, in arrears, for actual expenditures for services rendered. Payments to the Contractor for services rendered for this Project shall be based on a certified and itemized invoice showing line item costs incurred. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. These shall be reimbursed at the approved billable rate for that classification established from the Contractor's Proposal. These rates shall be used for the duration of the Contract. Travel shall be reimbursed in accordance with the State of Louisiana Travel Policies and Procedures (PPM 49). Proposers should review 45 CFR § 75 et seq. for guidance on uniform administrative requirements, cost principles, and audit requirements for U.S. Department of Health and Human Services awards.

Current Travel Policies and Procedures can be accessed through the following link:

<https://www.doa.la.gov/pages/osp/travel/TravelPolicy.aspx>

The State will allow adjustments for travel and other detailed costs between Tasks, up to the maximum established from the Contractor's proposed costs.

1.33.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The methods of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see **ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION** for additional information regarding electronic payment methods and registration.

1.34 Termination

1.34.1 Termination of the Contract for Cause

State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar 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) calendar 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 agreed upon in the contract may constitute default and may cause cancellation of the contract.

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 the 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.

1.34.2 Termination of the Contract for Convenience

The State may terminate the Contract at any time without penalty by giving thirty (30) calendar 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.

1.34.3 Termination for Non-Appropriation of Funds

The continuation of the contract shall be 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.

1.35 Assignment

No Contractor shall assign any interest in the 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.

1.36 Right to Audit

The State Legislative Auditor, internal auditors of the Division of Administration, DCFS auditors, DCFS program staff, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

1.37 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.38 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

1.39 Entire Agreement/ Order of Precedence

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically

incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

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

1.40 Contract Modifications

No amendment or variation of the terms of the 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 shall be binding on any of the parties.

1.41 Substitution of Personnel

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally 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 a project outside the contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.42 Governing Law

The 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 the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.43 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

1.44 Code of Ethics

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

1.45 Corporate Requirements

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

1.46 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

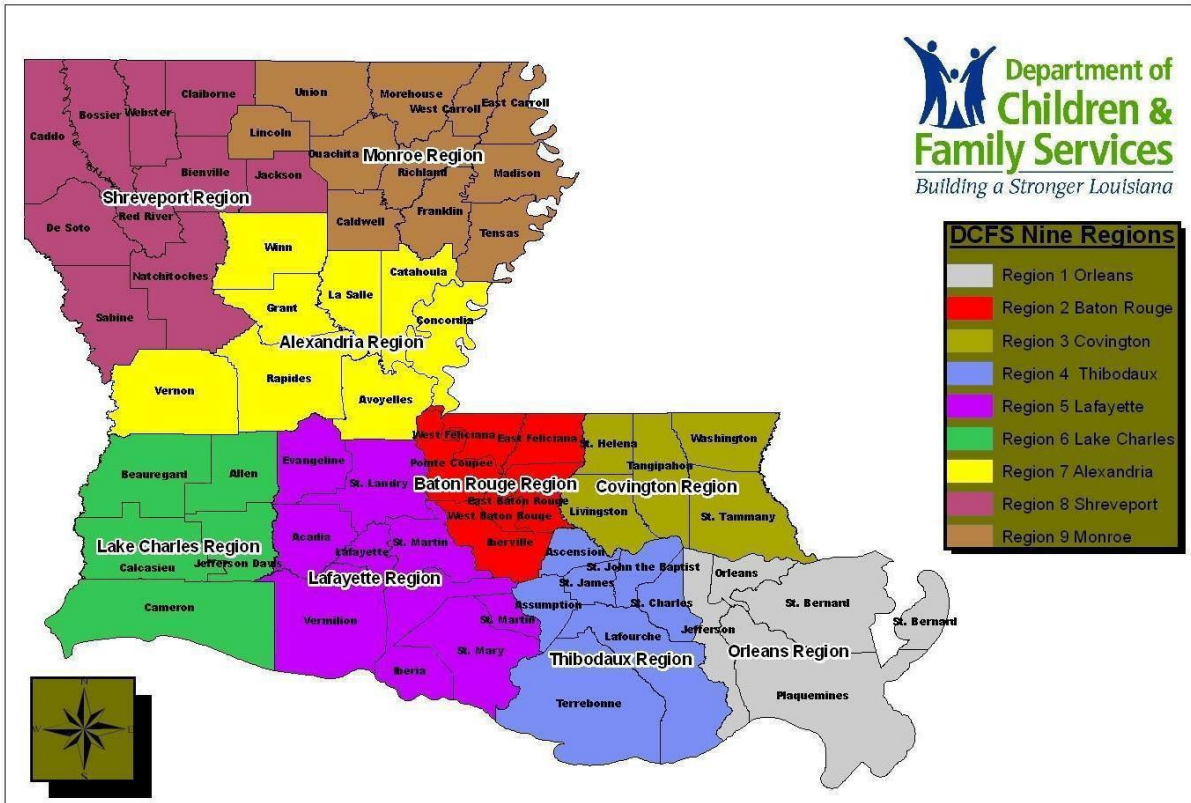
PART 2: SCOPE OF WORK/SERVICES

2.1 Scope of Work

The Proposer shall provide a viable and effective program promoting alternatives to abortion for females within the State of Louisiana 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. The Proposer's program under this initiative shall address 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 shall primarily provide information and counseling that promotes healthy childbirth, full-term pregnancy, assists women in their decision making regarding adoption or parenting as an alternative to abortion, and abstinence. These services are to be accomplished by the use of regional locations in the major cities of each DCFS region. These regional locations will also serve the surrounding areas and parishes. In addition to the required regional locations listed in the chart below, the Proposer may include up to three (3) other optional locations that would enhance accessibility for client services. These optional locations must be described in the Proposer's executive summary. The description must include the rationale for the optional locations and the specific populations that the locations would serve.

Region	Required Locations	
1. Orleans	New Orleans	
2. Baton Rouge	Baton Rouge	
3. Covington	Covington or Slidell	Hammond
4. Thibodaux	Houma or Thibodaux	
5. Lafayette	Lafayette	
6. Lake Charles	Lake Charles	
7. Alexandria	Alexandria	
8. Shreveport	Shreveport or Bossier City	Natchitoches
9. Monroe	Monroe	Ruston



The Proposer will be required to report monthly performance data via a monitoring web-based data tool established by DCFS. Monthly performance measures are listed below:

- Number of clients served.
- Number of parenting sessions held.
- Number of individual counseling services held.
- Number of support service referrals.
- Number of full-term pregnancies.
- Number of abstinence sessions held.

The Proposer must list their proposed year-end target numbers for the above performance measures. The year-end target numbers will be divided to arrive at a monthly target. DCFS may negotiate with the Proposer on the target numbers during contract negotiations and before final execution of a contract. The Proposer must annually meet the final negotiated performance target numbers for each performance measure. If 80% of the monthly target numbers are not met, DCFS will require the Proposer to submit a performance enhancement plan. If the performance enhancement plan is inadequate, the proposer does not respond, or if performance does not improve after plan implementation, contract termination will be considered.

2.2 Task and Services

The Proposer shall provide Core Services that promote:

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

Support services shall include referrals for other services for the needs of the woman and the 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. The supportive services provided must relate to one or more of the above four core services.

2.3 Technical Requirements

Not applicable to this RFP.

2.4 Project Requirements

The Proposer will be responsible for program operation and client services. Program operation shall be those services and functions associated with the development and operation of the overall program.

This includes the administrative costs to run the program. Client services shall be the services that are directly provide to clients such as individual and group counseling, referrals to outside services, abstinence sessions, etc. The Proposer shall provide the program operation services and shall directly provide client services or subcontract with other providers for client services. Administrative and program support services necessary for the efficient and accountable operation of the program in all areas served shall include:

- Financial management and reporting, including the development of appropriate financial controls and policies;
- Provider network development;
- Provider payment;
- Complaint management and customer satisfaction;
- Quality assurances of services;
- Public awareness of services programs.

PART 3: EVALUATION

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 according to the following.

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

Criteria	Maximum Score
Approach and Methodology	35
Service Delivery Area and Cities	25
Proposed Staff Qualifications	15
Cost	25
TOTAL SCORE	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of 37.5 points (50%) of the total available points in the technical categories of Approach and Methodology, Service Delivery Area and Cities and Proposed Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost Evaluation.**

The scores for the Financial Proposals and the Technical Proposals will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Cost Evaluation

The Proposer with the lowest total cost shall receive 25 points. Other Proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP \times 25)$$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated
LPC = Lowest Proposed Cost of all Proposers
TCP = Total Cost of Proposer being evaluated

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, the necessity

of equipment and overhead costs, and the percentage of contract costs that are directly attributed to client core services.

PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

Monthly performance data must be entered into the DCFS web-based reporting data base by the 15th of each following month.

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation:

The Proposer must meet year-end program performance target numbers. Yearly target numbers will be divided by twelve and will serve as monthly targets. Target numbers will be evaluated at the end of each quarter. If less than 80% of the monthly target numbers are not being met, a performance enhancement plan will be required of the proposer and the plan must be approved by DCFS. If the performance enhancement plan is inadequate, the Proposer is unresponsive, or if performance fails to improve to the 80% minimum after 3 months following plan implementation, DCFS will consider contract termination.

4.2.2 Monitoring Plan:

DCFS program staff will perform on-site programmatic reviews on the contractor and their subcontractors at least once per contract year.

4.3 Veteran and Hudson Initiative Programs Reporting Requirements

Not applicable for this initiative.

ATTACHMENT I: 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. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

- A. Official Contact Name: _____
- B. E-mail Address: _____
- C. Facsimile Number with area code: () _____
- D. US Mail Address: _____

Proposer shall certify that the above information is true and shall grant 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 shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be 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 (14) business 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 shall certify, 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 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract

without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Signature of Proposer or
Authorized
Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

ATTACHMENT II: SAMPLE CONTRACT

DCFS-CF-1
Rev. 6/18

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

FOR

Personal Professional Consulting Social Services Interagency Government

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: LDR Account Number:	(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 and paid 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. If, necessary, supplemental invoices are allowed if they are submitted no later than the end of the month following the month of services. There should be no more than 12 supplemental invoices in any 12-month period during the term of the contract.

The Contractor 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/DOA Office of State Procurement (OSP)

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.

Prohibition of Discriminatory Boycotts of Israel

In accordance with LA R.S. 39:1602.1, any contract for contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the 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 sub recipient 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 2 CFR Part 200 Subpart F Revised December 26, 2014, Regarding Audit Requirements for Federal Awards. 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 2 CFR Part 200.504 Subpart F.
- (2) Any sub recipient 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 sub recipient 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 sub recipient 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: 2203.

Contractor sub recipient 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 sub recipient 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. Sub recipient 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 Children and Family 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 Federal Tax I.D. # _____ and Louisiana Department of Revenue account # _____.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue shall determine that the prospective contractor is current in filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue and shall provide a tax clearance prior to approval of the contract.

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 \$2,000.00 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 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.

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 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. If applicable, 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, Material or Service; 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.

INSURANCE

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 sub-contractor 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.

Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

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 \$2,000, the Director of the Office of State Procurement, Division of Administration, in accordance with LA R.S. 39:1595.1. 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. 39:1551-1755; 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-Kickback) Act which provides that each Contractor or sub grantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation.

Clean Air Act (Federal Clause)

Contractor agrees to adhere to the provisions, which require compliance with all applicable standards orders or requirements issued under Section 306 of the Clean Air Act, which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. This clause applies to contracts with federal funds.

Energy Policy and Conservation (Federal Clause)

Contractor recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163). This clause applies to contracts with federal funds.

Clean Water Act (Federal Clause)

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

Code of Ethics

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

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

1. The primary contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.
2. Where the primary contractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.

ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

This Contract shall, to the extent possible, be construed to give effect to all provisions contained herein; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals the Proposal; second priority shall be given to the provisions of the

Request for Proposals and its amendments thereto; and third priority shall be given to the provisions of the Proposal.

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

Signature Date

STATE OF LOUISIANA
DEPT. OF CHILDREN AND FAMILY SERVICES
Marketa Garner Walters, Secretary

Type name of Contractor

Eric Horent, Undersecretary Date

Name of Person Authorized to Sign Contract Date

Sammy Guillory, Deputy Asst. Secretary Date

Division of Family Support

ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

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

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: <http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
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LaCarte	_____	_____
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EFT	_____	_____
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Printed Name of Individual Authorized

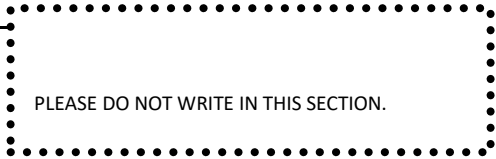
Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

ATTACHMENT IV: PROPOSAL COVER PAGE

Alternatives to Abortion Initiative



Name of Proposer _____

Program Name _____

Proposer's Mailing Address: _____

City _____ State _____ Zip _____

Name of Program Director _____ Telephone No. _____ Fax No. _____ Email address _____

TYPE OF ENTITY <input type="checkbox"/> Public Non-Profit Organization <input type="checkbox"/> Private Non-Profit Organization <input type="checkbox"/> For-Profit Organization <input type="checkbox"/> Public Agency <input type="checkbox"/> Other _____ Total Funds Requested: \$ _____	Proposed Service Delivery Areas: (Check as appropriate) Statewide _____ or DCFS Regions: <input type="checkbox"/> (1) Orleans _____ <input type="checkbox"/> (2) Baton Rouge _____ <input type="checkbox"/> (3) Covington _____	Federal Tax ID #: _____ LA Revenue Account #: _____ <input type="checkbox"/> (4) Thibodaux _____ <input type="checkbox"/> (5) Lafayette _____ <input type="checkbox"/> (6) Lake Charles _____ <input type="checkbox"/> (7) Alexandria _____ <input type="checkbox"/> (8) Shreveport _____ <input type="checkbox"/> (9) Monroe _____
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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
Department of Children and Family Services
James Vidacovich, TANF Program Manager
627 North 4th Street, Room 5-302
Baton Rouge LA 70802

Mail Proposal To:
Department of Children and Family Services
James Vidacovich, TANF Program Manager
P. O. Box 94065
Baton Rouge, LA 70804-9065

ATTACHMENT V: Clarification on Administrative and Allowable Costs

Administrative costs for TANF-funded services must not be more than 10 percent of an entity's total allocation. Agencies who receive TANF funding must also ensure that any contractors adhere to these specifications. The examples below help illustrate the types of cost allocations that would generally be considered to be administrative or non-administrative costs and identify 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. Recipient agencies must 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 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;
- Salaries and indirect costs associated with performing administrative clerical functions;
- Supplies, equipment, travel (according to PPM 49), 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 to what is considered a Non-Administrative Cost:

- Direct cost of providing program services including client activities, assessment, case management, etc.;
- Salaries and indirect costs associated with performing service 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;
- Services provided to elderly adults without minor children and single adults without children;
- Payment of equipment costs that exceed or are disproportionate in relation to the cost of service delivery;
- Purchase of alcohol;
- Purchase of food, drinks, and other refreshments;
- Services/materials determined to be inappropriate in their relation to program delivery; and
- Meeting and convention costs without prior authorization from The Department of Children and Family Services (DCFS).

ATTACHMENT VI: EXHIBIT B-BUDGET TEMPLATE

CONTRACTOR	_____	ADDRESS	_____
SERVICE PROVIDED	_____	PARISH(ES) SERVED	_____
CONTRACT PERIOD	_____	BUDGET PERIOD	_____

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

SECTION A. SALARY – (Contracted/hourly employees not included)

Complete this section only for expenses that will be invoiced to the contract. Percentage of salary charged to contract must correlate to the actual percentage of time worked in the program.

(A) NAME POSITION/TITLE	(B) ANNUAL SALARY from all sources (Fringe not included)	(C) % OF TIME ALLOCATED TO PROGRAM	(D) (B*C=D) ALLOCATED ANNUAL SALARY AMOUNT TO PROGRAM	(E) TOTAL CONTRACT PERIOD SALARY
SECTION 1. TOTAL				

SECTION B. Fringe Note: Itemize the fringe benefits for each position listed. Fringe benefits are not included in gross salary.

Position/Title	Retirement	Insurance	FICA	UI	Workers Comp	Other	% To Contract	CONTRACT BUDGET PERIOD BUDGET TOTAL

Total								

* Place % allocation used under to determine benefit amount under each category heading*

SECTION C. TRAVEL EXPENSES

Complete this section only for expenses identified to the contract. Expenditures for training and travel for contract related purposes as authorized in the contract and in accordance with State of Louisiana Travel Policies and Procedures (PPM 49) unless otherwise stated in the contract such as, registration fees, mileage, meals, lodging, etc.

LINE ITEM	BUDGET PERIOD TOTAL
<i>CONFERENCE TRAVEL (Enter detail)</i>	
<i>ROUTINE TRAVEL (Enter detail)</i>	
<i>OTHER (Enter detail)</i>	
TOTAL	

SECTION D. OPERATING EXPENSES

Expenditures, other than personal or professional services, required in the operation of the contract. Operating services include, but are not limited to, expenditures such as advertising, utilities, telephone services, printing, insurance, maintenance, rentals, dues and subscriptions, and communication services. A copy of lease agreement should be attached.

LINE ITEM	BUDGET PERIOD TOTAL
<i>BUILDING RENT(Enter detail)</i>	
<i>UTILITIES (Enter detail)</i>	
<i>TELEPHONE (Enter detail)</i>	
<i>OTHER (Enter detail)</i>	
TOTAL	

SECTION E. SUPPLIES

Expenditures for articles and commodities which are consumed, to be consumed, or materially altered when used in the operations of a business.

LINE ITEM	BUDGET PERIOD TOTAL
TOTAL	

SECTION F. PROFESSIONAL

Expenditures for services provided in specialized or highly technical fields by sources outside of the contractor. Professional services include accounting and auditing, management consulting, engineering and architectural, legal, medical, and dental.
(Subcontracts and non-salaried personnel should be included in this section.)

CHARGE (be specific)	BUDGET PERIOD TOTAL
TOTAL	

SECTION G. OTHER CHARGES

Complete this section only for expenses identified to the contract. Include expenditures peculiar to a contractor and not otherwise chargeable to another expenditure category. Expenditures for other charges must be identified and approved in the contract and budget documents

LINE ITEM	BUDGET PERIOD TOTAL
TOTAL	

SECTION H. EQUIPMENT

Complete this section only for expenses identified to the contract. Include tangible assets purchased for use in the operations of an office such as, office machines and furniture. Cost would include purchase price, delivery charges, taxes, and other purchase related costs. Equipment is defined as any item of value and/or has a useful life of more than one (1) year. The value of equipment is defined by the user agency and funding source. Contractor's required to obtain prior approval required from DCFS before making purchase.

LINE ITEM	BUDGET PERIOD TOTAL
TOTAL	

SECTION I. INDIRECT COST

Complete this section only for expenses identified to the contract. Indirect costs should be no more than the agreed on budgeted amount. Attach a copy of the contractor's approved indirect rate agreement or rate plan.

LINE ITEM	BUDGET PERIOD TOTAL
TOTAL	

BUDGET SUMMARY

BUDGET ITEM	BUDGET PERIOD TOTAL	CONTRACT TOTAL
Section A Salary		
Section B Fringe		
Section C Travel Expense		
Section D Operating		
Section E Supplies		
Section F Professional		
Section G Other Charges		
Section H Equipment		
Section I Indirect Cost		
TOTAL		

Budget reflects entire cost of services. Contractor is responsible for all cost incurred which are not agreed upon for providing services through this contract.

THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. ALL PARTIES CERTIFY THAT THEY HAVE REVIEWED THE INFORMATION AND ARE AUTHORIZED TO ACT ON BEHALF OF THE RESPECTIVE AGENCY.

Contractor name and title

Date

DCFS Program Manager 1/2

Date

DCFS Program Director

Date

ATTACHMENT VII: DCFS SUPPORTING DOCUMENTATION GUIDELINES FOR COST REIMBURSEMENT CONTRACTS

EXPENSE CATEGORY	Support Documents	Evidence of Incurred and Paid Costs	Notes
<p>Salaries and Wages – Expenses for all persons directly employed by the contractor.</p> <p>DCFS must be immediately notified of any staffing changes.</p>	<p>Payroll Registers – Detailed by position as per contract budget. Payroll Summary – Detailed register as coincides with contract budget.</p>	<p>Checks – copies of front and back of cancelled checks. Direct Deposit – copy of bank statements.</p>	<p>Salaries and wages should be provided for the gross amounts for the positions approved in the contract budget. Employees that work on multiple programs must have separate breakouts of allocated costs for contract wages.</p>
<p>Fringe Benefits – Fringes for direct employees of the contractor as per contract budget. These items are not included in the employee's gross wages.</p>	<p>Payroll registers/payroll summary reports that detail the various fringe benefits for each position as per the contract budget. Must show rates and calculations associated with each fringe.</p>	<p>Checks – copies of check stubs. May submit copies of monthly bank statements.</p>	<p>Fringe benefits are for positions funded in the contract. If only a percentage of a position is funded, only the percentage of the fringe is eligible for reimbursement.</p>
<p>Operating Services – These are expenditures other than personal or professional services that are required for the operation of the program.</p>	<p>Monthly invoice or statement including a summary page with detailed expenses from the service provider.</p>	<p>Canceled checks (front and back), bank statements, credit card confirmation, or paid receipts. Receipts must indicate the amount paid.</p>	<p>Late fees and surcharges are not reimbursable. These expenses must be approved as per the contract.</p> <p>Examples of operating services include advertising, utilities, telephone services, printing, insurance, maintenance, communication services, etc.</p>
<p>Travel – (Mileage, meals, lodging, rental car, parking, tolls, etc.) These charges must be contract related, authorized in the contract, and must be in accordance with the State of Louisiana Travel Policies and Procedures Memorandum 49 (PPM 49).</p>	<p>A travel expense report for each travel payment must be included with the invoice for reimbursement. The state's Travel Expense Form BA-12 may be used if no other reimbursement request form exists. All travel forms must include the purpose of the trip. Paid receipts with zero balances for claimed expenses must be submitted. When possible, receipts must reflect the name of the traveler or person requesting a reimbursement.</p>	<p>Canceled checks (front and back), bank statements, credit card confirmation or paid receipts. Receipts must indicate the amount paid.</p>	<p>Mileage – Please consult PPM 49 for current limitations and reimbursement policies: https://www.doa.la.gov</p>

EXPENSE CATEGORY	Support Documents	Evidence of Incurred and Paid Costs	Notes
Trainings, Meetings, Workshops, Conferences, etc.	Copies of agreements, contracts, and invoices. Agendas, brochures, and sign-in sheets of attendees, where applicable.	Canceled checks (front and back), bank statements, credit card confirmation or paid receipts. Receipts must indicate the amount paid.	The expense must be approved as per the contract budget. Out of state travel requires preapproval from DCFS.
Supplies – These are expenditures for articles and commodities which are consumed or are materially altered when used in the operations of a business.	Vendor invoices or receipts.	Canceled checks (front and back), bank statements, credit card confirmation or paid receipts. Receipts must indicate the amount paid.	The expense must be approved as per the contract budget.
Lease or Rental of Real Property or Equipment	A copy of the lease or rental agreement must be submitted with the first invoice. This documentation must be resubmitted when a change occurs.	Canceled checks (front and back), bank statements, credit card confirmation or paid receipts. Receipts must indicate the amount paid.	The expense must be approved as per the contract budget.
Equipment (Acquisition) These are for tangible use in the operation of an office such as office machines and furniture.	Vendor invoices or receipts.	Canceled checks (front and back), bank statements, credit card confirmation or paid receipts. Receipts must indicate the amount paid.	The expense must be approved as per the contract budget and the equipment purchase requires preapproval from DCFS. Costs of equipment must include purchase price, delivery charges, taxes, and other related purchase costs.
Administrative and Indirect Costs – These are administrative or other expenses that are not directly allocable to a particular activity or project; rather they are related to overall general operations and are shared among projects and/or functions.	A copy of the approved Indirect Cost Plan or Cost Allocation Plan.	Canceled checks (front and back), bank statements, credit card confirmation or paid receipts. Receipts must indicate the amount paid.	The expense must be approved as per the contract budget.
Other Charges – These are costs associated with the operations of a contract that are not specifically defined in other expense categories.	Vendor invoices or receipts.	Canceled checks (front and back), bank statements, credit card confirmation or paid receipts. Receipts must indicate the amount paid.	The expense must be approved as per the contract budget. These charges must be defined and itemized in the budget document, Exhibit B.

ATTACHMENT VIII: Cost Information and Cost Allocation Plan Guidance

The Proposer must submit a total cost for providing all services in the proposed service delivery areas for the duration of the contract as specified in the RFP section 1.4: Term of Contract. The Proposer should provide cost information in the following formats: Budget and Cost Allocation (if applicable).

Budget – Must be submitted on the required template or an exact duplicate. (See RFP ATTACHMENT VI: Exhibit B, Budget Template) All budget line items should include detailed information.

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

Compensation should be commensurate with similar positions in the community.

Fringe Salaries – The Proposer should list only the employer's share for funded salaries. If the employee is only spending a percentage of their 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 fringe type:

- Social Security FICA – 6.2%
- Medicare – 1.45%
- Health Insurance Premiums (Note: Life insurance premiums are prohibited)
- Worker's Compensation
- Unemployment
- Public/Private Retirement
- Liability/Malpractice Insurance (if part of an employee's benefit package)

Travel – The Proposer should indicate the individuals, purpose, and itemized listing of all travel costs. All out of state travel will be subject to approval by the DCFS Secretary or her designee. Travel expenses must be in accordance with Louisiana State Travel Regulations PPM 49. Regulations may be accessed at:

<https://www.doa.la.gov/pages/osp/travel/TravelPolicy.aspx>

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 in the budget template.

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, and accounting. The list of professional services should include the service provider's name and title, a description of the services provided, rate of pay, and the annual dollar amount of the contract/agreement between the Proposer and service provider.

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

Equipment – The Proposer should list the acquisitions/equipment requested. The list should include a description of each item, purpose within the program, and the acquisition cost. All acquisitions require approval from DCFS.

Indirect Costs – Administrative costs for TANF-funded services must not exceed 10% of total program cost. See RFP ATTACHMENT V: 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 a contractor, any deviation of the approved proposed budget will 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 awarded contract shall not be reimbursable and shall not include retroactive pay increases.
- All expenses must be reasonable and necessary.