

REQUEST FOR PROPOSALS

for

Community Incentive Grant Program



RFP #: 400PUR-90095

Proposal Due Date/Time: August 23, 2018, 3:00pm CT

**State of Louisiana
Department of Public Safety Corrections**

June 22, 2018

Table of Contents

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION	5
1.1 Purpose	5
1.2 Background	5
1.3 Goals and Objectives.....	6
1.4 Term of Contract.....	7
1.5 Definitions.....	7
1.6 Schedule of Events.....	8
1.7 Proposal Submittal.....	8
1.8 Qualification for Proposer.....	8
1.9 Proposal Response Format	9
1.9.1 Cover Letter.....	10
1.9.2 Table of Contents.....	10
1.9.3 Executive Summary.....	10
1.9.4 Company Background and Experience	11
1.9.5 Approach and Methodology	13
1.9.6 Proposed Staff Qualifications.....	15
1.9.7 Veteran and Hudson Initiative Programs Participation	15
1.9.8 Cost Proposal	17
1.9.9 Certification Statement.....	17
1.9.10 Outsourcing of Key Internal Controls:.....	17
1.10 Number of Copies of Proposals	17
1.11 Technical and Cost Proposals.....	19
1.12 Legibility/Clarity	19
1.13 Confidential Information, Trade Secrets, and Proprietary Information	19
1.14 Proposal Clarifications Prior to Submittal.....	20
1.14.1 Pre-proposal Conference	20
1.14.2 Proposer Inquiries.....	20
1.14.3 Blackout Period	21
1.15 Error and Omissions in Proposal	22
1.16 Changes, Addenda, Withdrawals	22
1.17 Withdrawal of Proposal	22

1.18	Waiver of Administrative Informalities.....	22
1.19	Proposal Rejection/RFP Cancellation.....	22
1.20	Ownership of Proposal.....	22
1.21	Cost of Offer Preparation.....	22
1.22	Taxes	23
1.23	Determination of Responsibility	23
1.24	Use of Subcontractors.....	24
1.25	Written or Oral Discussions/Presentations	24
1.26	Acceptance of Proposal Content.....	24
1.27	Evaluation and Selection.....	24
1.28	Best and Final Offers (BAFO).....	24
1.29	Contract Award and Execution	25
1.30	Notice of Intent to Award	25
1.31	Right to Prohibit Award.....	26
1.32	Insurance Requirements for Contractors	26
1.32.1	Contractor's Insurance.....	26
1.32.2	Minimum Scope and Limits of Insurance.....	26
1.32.3	Deductibles and Self-Insured Retentions.....	28
1.32.4	Other Insurance Provisions	28
1.32.5	Acceptability of Insurers	29
1.32.6	Verification of Coverage.....	29
1.32.7	Subcontractors.....	29
1.32.8	Workers Compensation Indemnity	30
1.33	Indemnification and Limitation of Liability	30
1.34	Payment	31
1.34.1	Electronic Vendor Payment Solutions.....	32
1.35	Termination.....	32
1.35.1	Termination of the Contract for Cause	32
1.35.2	Termination of the Contract for Convenience	34
1.35.3	Termination for Non-Appropriation of Funds.....	34
1.36	Assignment.....	34
1.37	Right to Audit	34
1.38	Civil Rights Compliance	34

1.39	Record Ownership.....	35
1.40	Entire Agreement/ Order of Precedence.....	35
1.41	Contract Modifications	35
1.42	Substitution of Personnel	35
1.43	Governing Law	36
1.44	Claims or Controversies	36
1.45	Code of Ethics.....	36
1.46	Corporate Requirements	36
1.47	Prohibition of Discriminatory Boycotts of Israel.....	36
PART 2:	SCOPE OF SERVICES.....	37
2.1	Scope of Services.....	37
2.2	Deliverables.....	37
2.3	Technical Requirements.....	37
2.4	Project Requirements	38
PART 3:	EVALUATION	39
3.1	Cost Evaluation	40
PART 4:	PERFORMANCE STANDARDS.....	41
4.1	Performance Requirements.....	41
4.2	Performance Measurement/Evaluation/Monitoring Plan	41
4.2.1	Performance Measures/Evaluation:	41
4.2.2	Monitoring Plan:	41
4.3	Veteran and Hudson Initiative Programs Reporting Requirements	41
ATTACHMENT I:	CERTIFICATION STATEMENT	42
ATTACHMENT II:	SAMPLE CONTRACT.....	44
ATTACHMENT III:	ELECTRONIC VENDOR PAYMENT SOLUTION.....	55
ATTACHMENT IV:	COST PROPOSAL.....	56

**REQUEST FOR PROPOSAL
FOR
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PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

This Request for Proposal (RFP) is issued by the Department of Public Safety & Corrections, Corrections Services (DPS&C) with the purpose of obtaining competitive proposals from qualified community organizations who are interested in enhancing, expanding and/or increasing coordination of reentry services and community supports with the goal of expanding prison alternatives, and reducing prison admission and/or recidivism. Proposals should address -any unmet need(s) identified through a data driven process such as a gap analysis in the parish to which funding is being sought.

As a part of the Justice Reinvestment (JRI) Legislation of 2017, a portion of the savings attributable to criminal justice reform have been allocated to the DPS&C to award incentive grants to organizations that can deliver programs and policies that will achieve the aforementioned goals in the following parishes that account for 40% of the state's incarcerated population: Orleans, Jefferson, East Baton Rouge, Caddo, and St. Tammany. First year appropriation is anticipated to be approximately \$3,000,000.00 (to be spread across multiple awards); subsequent years may vary in funds appropriated, from which the incentive grants will be awarded. DPS&C anticipates variation in grant sizes across awards depending on factors including, but not limited to, the number of proposed programs, the intensity and duration of the proposed services/programs, and the estimated numbers of individuals to be served. The DPS&C anticipates expansion of grant funding for other parishes during future funding cycles. Community organizations—including parishes, judicial districts, and nonprofit community partner organizations are invited to apply. Please note, proposers do not need to be headquartered or located within the parishes identified as long as the project work is primarily centered in one of those parishes.

1.2 Background

[About Justice Reinvestment \(JRI\)](#)

Louisiana has the highest per capita incarceration rate in the nation. Out of every 100,000 residents, 816 people are incarcerated, which is nearly double the national average. Louisiana also has a high recidivism rate, with one in three people released from our prisons returning within three years.

In response to high incarceration and recidivism rates, the State Legislature created the Louisiana Justice Reinvestment Task Force (Task Force) in 2015 to examine the state's criminal justice system and develop recommendations that would improve public safety and reduce spending. In March 2017, the Task Force presented Governor Edwards and the Legislature with 21 recommendations, which became the basis of a package of 10 bills, signed into law in June 2017.

With this ambitious package, Louisiana is projected to safely reduce the state’s prison population by 10%, reduce community supervision population by 12%, and save a projected \$262 million over the next decade. Additionally, 70% of the total savings will be reinvested into programs and policies proven to reduce recidivism and support victims of crime. Reinvestment money will be divided into four categories, one of which is incentive grants to parishes, judicial districts, and nonprofit community partner organizations to expand evidence-based prison alternatives and reduce prison admissions. The DPS&C is responsible for administering these grants to qualifying organizations.

About the Louisiana Prisoner Reentry Initiative (LA-PRI)

The Louisiana Prisoner Reentry Initiative (LA-PRI) was created in response to Louisiana’s high recidivism rate, with the goal of cutting the states’ recidivism rate by 50% for higher risk returning citizens.

LA-PRI has six objectives:

1. Provide a collaborative process to gain support with the state’s justice leaders, business leaders, local and state government officials, community service providers, justice and victim advocates, families of the incarcerated, and law enforcement;
2. Provide process and experimental research evaluations to show impact;
3. Work with communities to demonstrate reduced recidivism through improved case planning and case management, built on actuarial risk/need assessment, good data, enhanced human service delivery, and comprehensive planning;
4. Create transitional and permanent jobs by working with Louisiana’s business community;
5. Encourage and support affordable housing opportunities, linked to employment; and
6. Create/ Revise DPS&C policies and procedures in order to ensure sustainability.

The LA-PRI encourages recidivism reduction strategies driven by the risk and needs of those returning from a time of incarceration. Therefore, the program aims to provide returning citizens with supervision and services to manage and reduce their risk of returning to crime, and address their needs – especially for sustainable employment, affordable housing, and addressing substance abuse.

1.3 Goals and Objectives

In support of JRI and LA-PRI, DPS&C is soliciting proposals for innovative support programs and/or services that meet one or more of the following goals for the target population:

- 1) **Reduce prison admissions** by expanding alternatives to prison such as pre-trial intervention and/or diversion programs;
- 2) **Reduce returns to prison** by improving and expanding community reentry resources such as: employment and employment readiness, transportation, behavioral health care (mental health and substance use treatment), family reunification, education and/ or vocational training, mentoring and peer support, and other wraparound services; and
- 3) **Improve community coordination** of reentry resources: such as providing services to access existing direct services or programs or developing a comprehensive community strategy for collaboration among multiple entities (government, non-profit, private, community group, public organizations, etc.) to enhance continuity of services provided.

For the purpose of this RFP, target population shall be those individuals serving a hard labor (felony) sentence under the custody of DPS&C or a state judicial district court; or any other person with a pending felony charge who volunteers to participate in a recognized pre-trial diversion program.

Proposers should address the above goals, offering a continuum of services that are tailored to the needs of individual clients.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about September 27, 2018 and is anticipated to end on September 30, 2021. 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.
Community Organization	Parish governments, judicial districts, and nonprofit community partner organizations; community partner organizations are those nonprofit organizations having a history of serving those involved in pre-trial diversion, post-conviction, and/or post-incarceration supervision.
Contractor	Any person having a contract with a governmental body; the selected proposer. Also identified as Prime Contractor within this RFP.
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
DPSC	Department of Public Safety and Corrections
High Risk/High Need	Individuals who score High Risk and/or High Need on a validated risk/need/responsivity instrument recognized by the DPS&C.
JRI	Justice Reinvestment Initiative
LA-PRI	Louisiana Prison Reentry Initiative
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
Prime Contractor	Respondent that will hold contracting responsibilities and liabilities
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.
Sub-Contractor	Also identified as sub-grantee within this RFP.
Sub-Grantee	Also identified as sub-contractor within this RFP.

Wrap Around Services	A comprehensive set of resources or services promoting successful reentry that includes a collaborative assessment and plan to address the individual's needs and barriers to successful reentry.
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1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and post to LaPac	Fri. June 22, 2018
Non-Mandatory Pre-proposal conference	Fri. July 13, 2018, 10:30am CT
Deadline for receipt of written inquiries	Thurs. July 26, 2018, 3:00pm CT
Deadline to answer written inquiries	Thurs. August 9, 2018
Deadline for receipt of proposals	Thurs. August 23, 2018, 3:00pm CT
Notice of Intent to award announcement, and 14-day protest period begins, on or about	Thurs. Sept. 13, 2018
Contract execution, on or about	Thurs. Sept 27, 2018

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.

Proposal must be delivered, courier, or hand delivered at the Proposer's expense to:

Tammy Grant, CPPB
 Department of Public Safety and Corrections
 P.O. Box 94304
 Baton Rouge, LA 70804

If courier or hand delivered:

Tammy Grant, CPPB
 504 Mayflower Street
 Building 8, Room 217
 Baton Rouge, LA 70802

1.8 Qualification for Proposer

Community organizations including nonprofit, local governmental entities, and judicial districts are all encouraged to apply. Consortiums, joint ventures, or collaboration of organizations with

complementary skills and experience can apply collectively, but proposals must clearly identify one official applicant that will serve as the prime respondent that will hold contracting responsibilities and liabilities. Respondents must also clearly distinguish which partnerships represented in a proposal are subcontracts and which are non-financial collaborations.

Proposers should also have the staff, relationships, and resources necessary to implement their proposed services or should demonstrate the ability to acquire and develop them in a timely manner upon being funded for an award through this RFP.

It is desirable that Proposers meet or exceed the following qualifications prior to deadline for receipt of proposals. The Proposer should give a brief description of their organization (or collaboration) and address the following:

- Professional background, memberships or affiliations with any criminal justice reentry initiative.
- Years of relevant experience serving the target population and/or providing the services proposed in response to this RFP.
- Years of hands-on experience advising state agencies or other governmental entities in implementing similar goals and objectives as identified in this RFP.
- Description of analysis, collections, and reporting of data for participants enrolled in services managed by Proposer.

Although not mandatory, it is highly desirable that Proposers meet the following additional qualifications:

- Be located in or have a project manager positioned within the parish providing services.
- Provide evidence of successful implementation of program and/or service that has made a substantial impact within the community. Support documentation should include evidence-based performance measures and statistical data confirming success.

1.9 Proposal Response Format

Proposals should adhere to the following formatting requirements:

- Double-spaced, using standard 12-point font (Time New Roman is preferred) with 1-inch margins. (file type: .doc, .docx, .pdf)
- Charts, figures, footnotes, endnotes, and references do not need to be double-spaced.
- Pages should be numbered sequentially.
- Header, Right Hand Corner: Include the name of the Proposer, Proposal Title and Page number.
- All hard copies of proposals should be stapled, clip or other binding mechanism.
- An item-by items response should be organized in the order contained below.

If proposal is a parish-wide collaborative effort among a several sub-grantees, a comprehensive plan can be included with proposal submission as an attachment for the purpose of illustrating results from a community assessment conducted and its subsequent results.

Proposal Content

Section Title
Cover Page
Table of Contents
Executive Summary
Proposer Background & Experience
Approach and Methodology
Proposed Staff Qualifications
Cost Proposal
Certification Statement

1.9.1 Cover Letter

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

Cover letter should include, but not limited to:

- A one or two sentence description of the proposed initiative, including the number of criminal justice-involved citizens to be served.
- The target parish(es).
- The total amount of funding requested from the DPS&C.
- A contact name, address, e-mail, telephone number, organization website (if applicable), and federal tax identification number.
- Name of person authorized to negotiate the contract and make decisions for the organization including telephone number and email address (if different from contact person).
- Include authorized signature (as identified above) and submittal date.

1.9.2 Table of Contents

The proposal should be organized in the order contained herein, showing clear identification of the material in the proposal by section and by page number.

1.9.3 Executive Summary

The Executive Summary should introduce the scope of the proposal by summarizing the following:

- What project is being proposed and why;
- The amount of funding requested and, in general terms, how funds will be utilized;
- What agency or organization will serve as the lead, with a brief summary of relevant qualifications;
- Identify other organizations (if any) that would serve as partners;

- Parish or parishes targeted;
- Anticipated outcomes if the proposal is funded;
- Statement of Proposer's ability to meet DPS&C overall requirements in the timeframe set by DPS&C;
- A positive statement of compliance with the contract terms, see Sample Contract, Attachment II. 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 the Sample Contract, Attachment II 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

Proposers should clearly describe their ability to exceed the qualifications described in the Qualification for Proposer section.

The proposal should provide the following in regards to background and experience:

- An organizational overview including background information, brief history, corporate or organizational structure, number of years in operation and copies of latest financial statement, preferably audited, of the lead organization.
- If collaborating with multiple organizations:
 - Identify each organization and their role within the project team. Organization information must include company name, physical and mailing address, contact name and phone number.
 - Description of how the project team will be organizationally structured for operation and program administration and how those structures will support service implementation. Components should include plans for supervision, distribution of work, and technical assistance/training.
- Detail expertise and/or qualifications the organization or project team possesses for implementing the proposed project and meeting data tracking/ reporting requirements. Including detailed discussion of the prior experience working on projects similar in size, scope, and function to the proposed contract (if applicable).
- Identify any professional connections to the community and how those connections enable the organization to understand and address the unique barriers faced by returning citizens in the community.
- Proposers should clearly describe their ability to exceed the qualifications described in the Qualification for Proposer section.
- A statement that the Proposer's (and its project team) are not currently involved or previously involved in litigation or arbitration concerning their performance as it relates to the same or similar services proposed and that no judgments or awards have been made against the Proposer (or its Project team). If no such litigation exists, Proposer should so state. Disclosure of litigation will not automatically disqualify the Proposer, however, DPS&C reserves the right to evaluate proposals based on facts surrounding such litigation or arbitration.

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 services as described herein. Proposers should respond to all requested areas.

The Proposer should:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts for consideration.

Proposer should include enough information to satisfy evaluators that the Proposer has included qualifications with the following characteristics:

- Projects addressing one or more of the goals listed in 1.3 Goals and Objectives;
- Projects designed to produce specific, measurable changes in systems, organizations, and participants that directly contribute to achieving the goals above;
- Projects that are in alignment with the LA-PRI objectives as identified in Section 1.2;
- Projects that seek to address the needs of high risk and/or high needs individuals;
- Projects that identify the gaps in services in the region and are working with other community partners to fill those gaps;
- Projects that can be effectively implemented and achieve long-term sustainability;
- Projects that are replicable and can be shared with other organizations looking to produce similar results; and
- Projects that use evidence-based practices and strategies and/or offer clear results.

Problem Statement

Proposer should include a Problem Statement documenting the opportunity, challenge, issue, or need the proposal seeks to address. This problem statement should answer the question "Why is there a need for this project in this/these parish(es)?"

The Problem Statement should cover:

- Identify gaps in the target parish that this project will work to fill; including how they were identified and method used to determine need.
- Relevant data or research that demonstrates the urgency of the problem, particularly data relevant to the parish(es) in which proposer are proposing to work.

- If applicable, any research, program evaluation, or prior program results (inside or outside of the target parish(es)) that supports the project proposed or otherwise explains why the proposed project is best to meet the needs described.

Approach to the Scope of Work

The Proposer should describe in detail the intended services that will be provided, how delivery of those services will be implemented, and how this project will address grant goals and local community needs.

This section should also identify:

- Specific program goals and outcomes, including how services will be designed to assist justice-involved individuals in establishing a law-abiding life, build self-sufficiency, reconnect with family and contribute to their communities.
- Where (parish or parishes) the work will take place.
- Identify the target population (gender, age, offense history, etc) and the estimated number of participants who will receive services.
- Activities and services to be provided, including the actual location where services will be provided. If applicable, note costs to participants.
- Describe how justice-involved individuals will be engaged throughout the process (point of initial contact through closeout (hand-off)). It should be noted that participant engagement shall be limited to:-
 - For Pre-trial diversion programs: for the duration of the pre-trial program up to a maximum of three years or until the resolution of the pending charges.
 - For other programs: no more than six (6) months from release with services limited to no more than 20% pre-release; and if pre-sentenced, no more than one (1) month before sentencing date.
- If collaborating with multiple organizations, identify specific designations of tasks/services performed by project team; attach a signed Memorandums of Understanding identifying the specific methods of collaboration, calculation of monetary or in-kind agreements, and shared goals and metrics.
- Approach to Project Management and Quality Assurance
 - Plan to document services provided to each participant and how participant progress will be monitored/assessed.
 - Plan to document activities performed by staff funded by the grant.
- A project timeline- Schedule of planning and implementation for a period of one year including administrative set-up, time needed for full implementation, enrollment of unduplicated participants, deliverables to be accomplished in the first year (chart form is acceptable).

This section should also address likely challenges in carrying out activities or achieving the desired results, how those challenges may affect the program in the short and long term, and the ways in which the Proposer will address the challenges.

Performance Measurement Plan

The Proposer should detail expected outcomes and how those outcomes will be measured for effectiveness. This section should also describe the approach and strategy for program oversight and management.:

- Develop a logic model detailing how measureable objectives related to project goals.
- Project milestones the Proposer proposes to achieve.
- What metrics proposer will use to track activities and results, referencing the logic model.
- What data Proposer will provide to demonstrate results on a monthly/quarterly basis.
- If proposer is proposing changes in behavior or conditions for proposer’s program participants, how proposer will verify/confirm those changes have occurred.

Statement of Anticipated Results

The Proposer should include a brief statement identifying expected outcomes from implementation of proposed program. The Proposer’s ability to meet these numerical targets will be weighted heavily when DPS&C makes decisions on annual grant renewal; as a result, DPS&C recommends choosing and setting proposal targets carefully.

For example, if proposer proposes a program to provide transportation and job placement support to individuals re-entering from prison, Proposer’s results statement might be:

“By May 30, 2019, we anticipate serving at least 100 individuals with an overall 75% success rate of the following deliverables:

- 1) Participants obtaining and retaining a job,
- 2) Securing their own reliable transportation, and/or
- 3) Not having any arrests or parole violations for at least 6 months following release from prison.”

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.

Detailed information should include:

- Job title and description, including the percentage of time allocated to the project (level of effort), anticipated duration of involvement, location of position and the number of personnel per job title. Should also indicate minimum education, training, technical and functional experience, special skills and other qualifications for each staff position (currently staff or anticipated).
- Resumes of all known key staff should be included. Resumes should include, but not be limited to:
 - Previous technical and functional experience in project of similar scope and size.
 - Past and present projects with responsibilities areas (with dates).
 - Educational background, certification, licenses, special skills, etc.

Proposers should clearly describe their ability to meet or exceed the qualifications described in the Qualification for Proposer section.

1.9.7 Veteran and Hudson Initiative Programs Participation

Participation of Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) will be scored as part of the technical evaluation.

Qualification requirements and online certification are available at <https://smallbiz.louisianaeconomicdevelopment.com>.

Ten percent (10%) of the total evaluation points on this RFP shall be reserved for proposers who are themselves a certified Veteran (LaVet) and/or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

If a proposer is certified as a Hudson and a Veteran small entrepreneurship, the maximum points to be reserved is ten percent (10%) of the total evaluation points.

If a proposer is not a certified Hudson or Veteran small entrepreneurship as described herein, but plans to use certified Hudson or Veteran small entrepreneurships, proposer shall include in its proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

Reserved points shall be added to the applicable proposer's evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified La Vet or Hudson small entrepreneurship: Full amount of the reserved points.
- Proposer is not a certified LaVet or Hudson small entrepreneurship but has engaged one or more LaVet or Hudson certified small entrepreneurships to participate as subcontractors.
- Points will be allocated based on the following criteria:
 - The number of LaVet and Hudson certified small entrepreneurships to be utilized;
 - The experience and qualifications of the certified LaVet and small entrepreneurship(s); and/or
 - The anticipated earnings to accrue or the percentage of work subcontracted to the certified LaVet and Hudson small entrepreneurship(s).

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

The statutes (R.S 39:2171 et. seq.) concerning the Veteran Initiative; and the statutes (R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19: VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19: VIII Chapters 1 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

1.9.8 Cost Proposal

The Proposer should specify costs, including all anticipated costs for successful implementation of all deliverables outlined (Attachment IV). The breakdown should be for the duration of the contract (one year) and demonstrate how costs were determined.

The cost proposal should set forth the costs as follows:

- Costs associated with staff, services, supplies, meetings, transportation, and other activities relative to achieving outlined goals.
- Cost per participant.
- A detailed budget describing each line item and purpose of funding said item. Personnel costs must include job title, number of hours estimated, and hourly rate.
- Details on any additional funding outside of DPS&C being used to support this proposal; including source, amount and purpose of funds.

Proposals with a blended funding stream (i.e. multiple sources of financial support) will be given strong consideration.

1.9.9 Certification Statement

The Proposer must sign and submit Attachment I, the 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 six (6) hard copies and one (1) searchable electronic copy (USB flash drive/ CD) of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such

authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

1.11 Technical and Cost Proposals

Technical and Cost Proposals are not required to be submitted under separate covers to be evaluated for this solicitation.

1.12 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.

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

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

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.

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

A non-mandatory pre-proposal conference will be held on July 13, 2018 at 10:30am (location TBD). The purpose of the conference shall be for Proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Participation in the pre-proposal conference is strongly encouraged. Any firm or joint venture intending to submit a proposal should have at least one duly authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Potential Proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, written questions will be researched and an official response will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

1.14.2 Proposer Inquiries

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

Tammy Grant, CPPB, Statewide Program Manager, Department of Public Safety and Corrections, TammyGrant@corrections.state.la.us

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

Only Tammy Grant, or her designee 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.

Inquiries should be formatted as follows:

- Subject: RFP #
- Content: Submitter name, document reference, section number, section heading, page number in referenced document, and question

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/iri/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>.

1.14.3 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.

1.15 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.

1.16 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 website for addenda to the RFP.

1.17 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.

1.18 Waiver of Administrative Informalities

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

1.19 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.

1.20 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.

1.21 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.

1.22 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 this 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 this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this 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.

1.23 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;
 - If determined to be in best interest of the State, payments may be made to the Contractor for professional, personal, consulting, and social services contracts in advance of services being performed if certain conditions are met, in accordance with RS: 39.1613. Conditions include, but are not limited to, that the requester is a nonprofit, that an advance is necessary to provide services at the lowest total cost, and there is no other cost-effective source of such advance funding.
- 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.
- The Proposer must ensure that its proposal contains sufficient information for DPS&C to make its determination by presenting acceptable evidence of the above to perform the contracted services.
 - The Proposer shall include with its proposal copies of audited financial statements for each of the last three (3) years, including at least a balance sheet and profit and loss statement, or other appropriate documentation, which would demonstrate to DPS&C the Proposer's financial resources sufficient to conduct the project.

- The financial statements shall be reviewed and assessed by a staff member of DPS&C who is a Certified Public Accountant licensed in Louisiana.
- Accounting ratios to determine the liquidity, leverage, activity, profitability and solvency may be computed based upon the data contained in the financial statements. Ratios that may be computed include cash, current, debt to equity, debt to assets, and solvency.

1.24 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.

1.25 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.

1.26 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.

1.27 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.

1.28 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.

1.29 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 ten (10) business days, or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.30 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 reserves the right to make multiple awards.

The DPS&C reserves the right to award to one proposer offering services as defined in this Request for Proposal to any or all five (5) parishes (Orleans, Jefferson, East Baton Rouge, Caddo, and St. Tammany), to one Prime Contractor representing several sub-contractors as part of a collaborative proposal, or to individual proposers by parish, whichever is in the best interest of the State.

Additionally, if new service priorities are identified by DPS&C or if new service gaps/unmet needs are identified at any time in the duration of any contract awarded through this RFP may be modified

through an amendment to the contract, in order to comply with updated legislative requirements and/or emerging client needs.

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

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, 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.

1.31 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.

1.32 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.

1.32.1 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.

1.32.2 Minimum Scope and Limits of Insurance

1.32.2.1 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.

1.32.2.2 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.

1.32.2.3 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 this contract. It shall provide coverage for the duration of this 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.

1.32.2.4 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.

1.32.2.5 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 this contract. It shall provide coverage for the duration of this 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.

1.32.3 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.

1.32.4 Other Insurance Provisions

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

1.32.4.1 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.

1.32.4.2 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.

1.32.4.3 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.

1.32.5 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.

1.32.6 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 Public Safety & Corrections, Its Officers, Agents, Employees and Volunteers
504 Mayflower Street
Baton Rouge, LA 70802
Project or Contract #

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, this 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.

1.32.7 Subcontractors

Contractor shall include all subcontractors (sub-grantees) 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.

1.32.8 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 this contract.

1.33 Indemnification and Limitation of Liability

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

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

1.34 Payment

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms shall be negotiated with the successful Proposer.

Payments to the Contractor for services rendered for this Project shall be reimbursed based on a certified and itemized invoice showing line item costs incurred, including other expenses such as supplies, meetings or other reimbursable items. Any labor charges for approved services shall include the names of the employees, their classification, and the time worked. Travel shall be reimbursed according with the State Travel Regulations. State will allow adjustments for travel and other detailed costs between Tasks, up to the maximum established from the Contractor's proposed budget.

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

A retainage fee of ten percent (10%) shall be withheld from each approved invoice pending successful completion of the contract. Upon satisfactory completion of all tasks contained in the Statement of Work, retained funds will be paid.

NOTE: Funding Overlap Notice:

DPS&C reinvestment grant funds may not be used for any item or service to the extent that payment can reasonably be expected to be made by another funding source.

Using **DPS&C reinvestment** grant funds to pay for services that could be paid for by another funding source may be permissible if justification can be provided to the funder that documents why the provider (including pharmacy) network is inadequate or unable to meet the needs of the member.

DPS&C reinvestment grant funds may be used to cover any medically necessary services for which the Centers for Medicare and Medicaid Services (CMS), including Louisiana's Medicaid program, Healthy Louisiana, do not cover or only partially cover. Grantees with proposed activities that are related to linkage to and retention in medically necessary services are asked to coordinate services with appropriate program and clinical providers in order to eliminate duplication of services. Grantees will be responsible for screening clients for eligibility for other payer sources for at least every six months. In the event that a grantee is eligible for Medicaid or Medicare reimbursements, it is expected that payment using grant funds for services received during a person's retroactive coverage and the date of their enrollment in Medicaid or Medicare will need to be reimbursed back to the grant funds. Grant funds may not be used to circumvent or undermine any standards of care, policies, or procedures outlined by CMS, the Louisiana Department of Health, or any other payer source. The processes for obtaining prior authorizations or approvals for services, as required by the aforementioned payer sources, including those for pharmacy benefits, must be adhered to. The grant funds may not be used for any unapproved or off-label services or items.

1.34.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The methods of payment may be via EVP, a method that converts check payments to a Visa credit card account with unique security features and electronic remittance notifications, or via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment III for additional information regarding electronic payment methods and registration.

1.35 Termination

1.35.1 Termination of the Contract for Cause

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 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 this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

1.35.2 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.

1.35.3 Termination for Non-Appropriation of Funds

The continuation of this 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.

1.36 Assignment

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

1.37 Right to Audit

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, 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.

1.38 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 this 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 this contract.

1.39 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.

1.40 Entire Agreement/ Order of Precedence

This 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.

1.41 Contract Modifications

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

1.42 Substitution of Personnel

The Contractor's personnel assigned to this 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 this 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.

1.43 Governing Law

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

1.44 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.

1.45 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.

1.46 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.

1.47 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.

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PART 2: SCOPE OF SERVICES

2.1 Scope of Services

The Contractor shall perform all work required to accomplish the implementation of a program and/or service(s) that is consistent with one or more of the following goals and objectives in support of DPS&C's JRI and LA-PRI:

- Reducing prison admissions by expanding alternatives to prison such as pre-trial intervention and/or diversion programs.
- Reduce returns to prison by improving and expanding community reentry.
- Improve community coordination of reentry resources: such as providing services to access existing direct services or programs or developing a comprehensive community strategy for collaboration among multiple entities to enhance continuity of services provided.

The Scope of Services will be identified in the contractual agreement and based upon the Proposer's *Approach to the Scope of Work* from Section 1.9.5- Proposal Narrative.

2.2 Deliverables

Proposer shall provide deliverables as detailed in Section 1.9.5.

Contractor shall:

1. Provide monthly progress report detailing activities for that month, including updates to the Performance Measurement Plan in order to track progress of achieving stated goals. Monthly progress reports shall be due no later than the 10th of the following month. The monthly progress report template must be approved by DPS&C prior to submission of reports.
2. Provide year-end report should include the following: summarizing monthly progress reports; detailing the cost effectiveness of the program and/or service implemented; and economic offset by implementation of the program.
 - a. Cost effectiveness will include monetary savings to the State because of the implementation of the program and/or service, using a rubric provided by the State.
 - b. Economic offset/impact will include any participant driven results including but not limited to: participant payment of taxes, child support payments (including arrearages), housing/job stability, etc.

The Year-end report shall be due no later than thirty (30) calendar days following the contract year end.

2.3 Technical Requirements

Not applicable to this RFP.

2.4 Project Requirements

DPS&C will assign a Grant Manager to whom the selected proposer will report. Type and frequency of reporting from the selected proposer to the Grant Manager will be on an individual project basis.

1. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records, and required reports.
2. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds, any matching funds by the Grantee, and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
3. Grantees shall submit a monthly report detailing activities for that month, including updates to the Performance Measurement Plan in order to track progress of achieving stated goals. The monthly report should reference the logic model and project timeline submitted as part of the proposal. This report will be used as justification for payment, therefore it should accompany the monthly invoice.
4. All Grantee records relevant to the project must be preserved for at least three (3) years after contract expiration and shall be available at all reasonable times for inspection, examination, monitoring, copying, excerpting, transcribing, and auditing DPS&C.

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
Experience and Qualifications	25
<ul style="list-style-type: none"> • Organization(s) have the capacity, experience, qualifications and staff to make the project a success and meet the requirements of this RFP • Project leader/team have the capacity, experience, and qualification to make the project a success and meet the requirements of this RFP • Alignment between the organization’s mission and the project approach • Organization has a satisfactory record of integrity, judgement, and performance • Organization has relevant experience similar in size, scope, and complexity • Organization has financial stability necessary to complete this project 	
Approach and Methodology	50
Quality of the proposed project <ul style="list-style-type: none"> • Solution is a logical and reasonable response to the detailed problem • Project has a clear theory of change; there is research/evidence to support the approach • Project addresses one or more of the three goals outlined in Section 1.3 (Goals and Objectives) • Project targets defined parishes 	
Quality of potential results <ul style="list-style-type: none"> • Results would be clear and easily verifiable • Organization has the capacity to track results • Results contribute to the goals outlined in this RFP • Proposed timeframe is reasonable to achieve results • Results are ambitious but also reasonable 	
Quality of performance metrics <ul style="list-style-type: none"> • Capacity to provide necessary data • Capacity to provide necessary documentation/reports • Performance metrics listed reflect key program activities • Performance metrics are clear and trackable • Data collection methods are described clearly 	
Quality of proposed project management <ul style="list-style-type: none"> • There is a plan in place for management of this project • Quality assurance plan in place 	

<ul style="list-style-type: none"> • Appropriately qualified staff, or a plan to train staff so they are qualified for the project • Necessary facilities in place, or plan to acquire necessary facilities • Implementation can begin within the first few months of the grant period 	
Proposed Budget <ul style="list-style-type: none"> • Requested funds are reasonable to achieve results • Includes diverse funding sources or a plan to include diverse funding sources • Leverages other resources (e.g. matching funds, volunteers, in-kind, etc) to expand reach and sustainability of services • There is a plan for keeping this project going in the event this grant program ends • If the project's success is dependent on other partners, the commitments from these other players is clear • Advance payment is not needed 	
Louisiana Veteran and/or Hudson Initiative	11
Cost Evaluation (See Section 3.1)	25
Total Points	111

3.1 Cost Evaluation

The Proposer with the lowest total cost per participant 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

PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

The performance of this contract will be measured by DPS&C Grant Manager to evaluate the Proposer's performance against the criteria defined in the Statement of Work in the contractual agreement to be defined and agreed upon during negotiations.

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation:

The selected Contractor(s) will be measured and evaluated based on the following performance standards to be defined and agreed upon during negotiations:

- Timely delivery of reports and deliverables
- Clear and effective communication
- Consistency in contract performance

4.2.2 Monitoring Plan:

DPS&C Grant Manager will monitor the services provided by the Proposer and the expenditures of funds awarded under this RFP. Evaluation by DPS&C will be ongoing through the length of the contract with periodical results documented and reviewed with the Grantee. Monitoring plan may include, but not limited to:

- Periodic onsite visit
- Documentation of milestones and success
- Monthly progress reporting
- Progress meetings or conference calls

4.3 Veteran and Hudson Initiative Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

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 ten (10) 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 OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
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

STATE OF LOUISIANA CONTRACT

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

1.0 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

[Complete a Concise Description of Services to be provided or Attach Statement of Work]
Define scope of work, services, tasks and services, deliverables, functional requirements, technical requirements or project requirements to be provided by the contractor composed from RFP and Proposers Proposal. May be included in an attachment if detail is lengthy.

1.1.1 GOALS AND OBJECTIVES

[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]

1.1.2 PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

[LIST PERFORMANCE MEASURES WHICH SHOULD BE MEASURABLE AND TIME BOUND]

1.1.3 MONITORING PLAN

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

1.1.4 DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

1.1.5 Veteran/Hudson Small Entrepreneurship Program Participation

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

1.1.6 SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract shall not be replaced without the 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 project outside this 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.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1. TERM OF CONTRACT

This contract shall begin on [DATE] and shall end on [DATE]. State has the right to contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

2.2. STATE FURNISHED RESOURCES

State shall appoint a Project Coordinator for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3. TAXES

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

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 this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and 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 this contract by the Office of State Procurement. The contracting agency

reserves the right to withdraw its consent to this 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.

3.0 COMPENSATION, MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$ [TO BE INSERTED]. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1, Scope of Services. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 calendar days of the approval of invoice and under a valid contract. Payment will be made only on approval of (Name of Designee).

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

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

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

(The following paragraph may be appropriate for some contracts where retainage is withheld. Withholding of retainage is recommended whenever possible.)

Ten percent (10%) of fees approved by State Project Coordinator to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

4.0 TERMINATION

4.1. TERMINATION OF THE CONTRACT FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) 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 this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

4.2. TERMINATION FOR CONVENIENCE

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

4.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5.0 INDEMNIFICATION & LIMITATION OF LIABILITY

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

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

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.

6.0 CONTRACT 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.

7.0 FUND USE

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

8.0 ASSIGNMENT

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

9.0 RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

10.0 CONTRACT MODIFICATION

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

11.0 CONFIDENTIALITY OF DATA

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

12.0 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

13.0 CIVIL RIGHTS COMPLIANCE

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

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

14.0 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, shall be filed with the State of Louisiana for approval prior to commencement of work. 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. In the event of a claim or dispute of a claim, the State reserves the right to request copies of insurance policies. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar 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 of 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.

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

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

15.0 GOVERNING LAW

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

16.0 CODE OF ETHICS

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

17.0 SEVERABILITY

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

18.0 INDEPENDENT ASSURANCES

(Applicable if outsourcing a key internal control. Note that if the scope of work involves information technology, the IT/Data Processing contract template should be used instead, along with this language) The State of Louisiana /State Agency will also require the Contractor and /or subcontractors, if performing a key internal control, to submit to an independent SSAE 16 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit firm will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

The contractor could be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/ program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. The audit firm will submit a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the Department with an exact copy of the report within thirty (30) calendar days of completion. Such audits may be performed annually during the term of the contract. The Contractor agrees to implement recommendations as suggested by the audits within three months of report issuance at no cost to the State Agency. Cost of the SSAE 16 audit is to be included in the cost being proposed in response to this RFP.

19.0 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.

20.0 COMPLETE CONTRACT

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

21.0 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract together with the RFP and contractor’s proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor’s Proposal.

22.0 Prohibition of Discriminatory Boycotts of Israel

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any 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.

(Agency specific terms and conditions may be added, if needed.)

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

[NAME OF CONTRACTOR]

[AGENCY NAME]

[AUTHORIZED SIGNATURE]

[AUTHORIZED SIGNATURE]

[PRINTED NAME]

[PRINTED NAME]

DATE

DATE

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 Vendor Payment solution (EVP) or Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP 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 **ONLY** one (1) of the following options: EVP 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 Purchasing on request.

EVP method converts check payments to a Visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information. Charges may apply.

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 is available at: <http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf>.

To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at: <http://www.doa.la.gov/Pages/osrap/Forms/Forms.aspx> and <http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf>

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>
LaCarte	_____	_____

Choose **ONLY** One (1) of the following options:

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already enrolled</u>
EVP	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

ATTACHMENT IV: COST PROPOSAL

- Use of this form is mandatory. Failure to include a signed attachment IV will result in the Proposal being disqualified.
- Proposers may submit proposals for one or more or all Parishes previously identified. For proposers submitting for more than one parish, a separate cost proposal must be submitted for each parish.
- Requested funds stipulated in the below itemized services will be evaluated and scored in the Approach and Methodology Section of Part III Evaluation.

The majority of funding must be used for services provided to justice-involved individuals. Use additional budget lines if needed.

Parish: _____

Budget Category	Requested Amount	Other Funding Source (if applicable)	Total
Personnel Services	\$	\$	\$
Services	\$	\$	\$
Supplies	\$	\$	\$
Meetings	\$	\$	\$
Transportation	\$	\$	\$
Other:	\$	\$	\$
Total Budget	\$	\$	\$

Number of Participants Annually	
Total Cost per Participant (Requested Amount Total Budget/No. of Participants)	\$

Detailed Narrative: [Describe each line item stated above and the purpose of said item. Identify additional funding sources (if applicable) including name of source, amount, purpose of funds, and ending date.]

Proposer's Company Name

Authorized Representative

Date: _____