

Request for Proposals

For an

**Assessment Study of Disproportionate Minority Contact with
The Louisiana Juvenile Justice System
Part II**

**Issued By: Louisiana Commission on Law Enforcement
and Administration of Criminal Justice (LCLE)
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1.0 Introduction

1.1 Purpose

The Louisiana Commission on Law Enforcement (LCLE) is soliciting proposals to conduct an assessment study of specified aspects of disproportionate minority contact within the State Juvenile Justice System. This study is part of the state's effort to comply with the requirements of the Juvenile Justice and Delinquency Prevention Act (JJDP Act) of 1974 as amended, with special reference to the amendments of 2002 redefining the disproportionate minority contact (DMC) requirements. Compliance with the JJDP Act's requirements is a condition of the State's receipt of Title II Formula Block Grant funds under the Act. This request is for the second in a series of studies assessing DMC in Louisiana. The first study focused both on the statewide issues and the major metropolitan parishes in the state: East Baton Rouge, Jefferson, Orleans, Caddo, Calcasieu, Lafayette, Rapides and Ouachita. This study will focus on the state as a whole, as well as a detailed examination of the next tier of parishes: Bossier, Webster (Judicial District Court [JDC]); Livingston, Tangipahoa, St. Helena (JDC); St. Tammany, Washington (JDC); Lafourche (JDC); Plaquemines (JDC); St. Bernard (JDC); Ascension, Assumption, St. James (JDC); Iberia, St. Martin, St. Mary (JDC); Terrebonne (JDC); East Carroll, Madison, Tensas (JDC).

1.2 Background

As part of Louisiana's eligibility to receive Title II Formula Block Grant funds under the JJDP Act, the State must comply with four core requirements of the Act. One of these requirements is to undertake efforts designed to identify, assess, and ultimately reduce the disproportionate number of minority youth who come into contact with the Juvenile Justice System (from Arrest through Correction, including transfer or waiver to adult court jurisdiction). Pursuant to section 223(a)(22) of the JJDP Act, States must address specific delinquency prevention and system improvement efforts to reduce the rate of contact with the Juvenile Justice System of a specific minority group (or groups), if that rate is significantly

greater than the rate of contact for whites or for other minority groups. The analysis should be conducted separately for each minority group within the State or locality that represents at least 1% of the total youth population at risk. For purposes of this statutory mandate, majority population is defined as white (non Hispanic). Minority populations are defined as non-white and grouped as: American Indian or Alaska Native; Asian; Black or African-American; Hispanic or Latino; Native Hawaiian or Other Pacific Islander; and Other. These six racial/ethnic categories serve as a minimum standard and permit additional categories provided they could be aggregated to the standard categories. States and localities are encouraged to address specific subgroups (e.g., the Filipinos or Samoans officially classifies as Other Pacific Islanders) if their State and local circumstances indicate that such groups may be affected by DMC.

Contact refers both to the initial legal encounters with law enforcement (arrest) and to ongoing contact through actions within the Juvenile Justice System such as diversion, detention, referral to juvenile court, filing of petitions, adjudication as delinquent, placement on probation, placement in secure juvenile corrections, transfer to adult court, and other such processes unique to the States and localities.

The Office of Juvenile Justice and Delinquency Prevention has recommended a five stage approach to this effort:

1. Identification: Determine the extent, if any, to which DMC exists;
2. Assessment: Assess the reasons for DMC and its implications;
3. Intervention: Develop and implement intervention strategies to address these identified reasons;
4. Evaluation: Evaluate the effectiveness of the chosen interventions strategies; and
5. Monitoring: Track changes in DMC trends and adjust intervention strategies as needed.

The first study primarily addressed the assessment phase (2) of the overall process; however, it also involved aspects of phases 1-Identification, 3-Intervention, and 5-Monitoring as noted below.

For several years, the LCLE has collected and reported data as required by OJJDP relative to the identification of DMC in the State's Juvenile Justice System. The data used for this purpose has been derived from state and local information systems and, where necessary, were manually collected from various source documents. This is an extremely labor intensive effort as the various automated

and manual information systems involved were independently developed and for purposes other than DMC reporting. Primarily, these systems were developed to support the operational needs of their various agencies. Because these systems were developed to support specific agency needs within their own unique operating environments, they do not share a common data dictionary, set of business rules, or reports. Consequently, the DMC data collection activities required significant extra effort to gather the information requested and to ensure data quality; even then, the data collected often represented a best effort approximation of the DMC categories sought by the federal requirements. One aspect of this RFP then, will be to review the findings of the first study, assess the current situation relative to the data supporting the identification of DMC in the parishes under examination and develop any additional recommendations, including refinement of the recommendations from the first study, for the development of a systematic method of obtaining the data necessary, minimizing the impact of data collection on the operational agencies, to support both the Phase I Identification and Phase V Monitoring functions.

Phase 3, Intervention is also directly connected to the Assessment process. Where Identification provides the common understanding of where DMC occurs as a technical matter, Assessment looks to answer the question of why. As DMC is a highly complex issue, involving many aspects, an informed stakeholder process must guide the Assessment. The identification of the underlying issues related to DMC, and the development of a common understanding of those issues through the Assessment process creates the groundwork for the subsequent planning by the JJDP Advisory Board and lays the groundwork for the development of programs to be implemented. The success of the Identification Phase is strongly related to the quality of the Assessment process, and its ability to create a common understanding among the stakeholders.

1.3 Schedule of Events

The DMC Assessment procurement and development schedule is based on the needs of the JJDP Advisory Board. The fixed dates reflect several time frames. The desired date for delivery of the completed Analysis reflects the time frame, which would be most beneficial to the JJDP Advisory Board, and is provided for purposes of initial project planning only. Program funding availability, contract negotiations, or the work of various advisory committees may require changes in the desired dates.

Request for Proposals (RFP) Released	December 5, 2011
Last Day to Submit Questions On the RFP Prior to Proposer's Conference	December 14, 2011
Proposers' Conference	December 16, 2011
Last Day to Submit Additional Questions After Proposer's Conference	December 19, 2011
Questions and Answers Released	December 20, 2011
Proposals Due	January 6, 2012
Selection Made	January 13, 2012
Contract Signed and Planning Meeting	January 17, 2012

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

1.4 Contact Person

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

The RFP coordinator for this procurement within the LCLE is:

Carle Jackson
 Criminal Justice Policy Advisor
 Louisiana Commission on Law Enforcement
 P.O. Box 3133 (602 N. Street)
 Baton Rouge, Louisiana 70821-3133
 Telephone: (225) 342-1729
 Facsimile: (225) 342-1824
 E-Mail: .jackson@lcle.la

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 5:00 p.m. CDT, on the date specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State. Official responses to all questions submitted by potential Proposers will be posted by 5:00 p.m. CDT on the date specified in the Schedule of Events.

Any and all contact by Proposers or representatives of the Proposers with employees or officials of any State agency, or any local criminal or juvenile justice agency in Louisiana relative to this procurement or the DMC Assessment project must be made through this person. Proposers who are contacted by an employee or official of a state or local agency in Louisiana relative to this procurement or the DMC Assessment project must report that contact to the LCLE contact person named above. Only Carle Jackson has the authority to officially respond to Proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

1.5 Proposers' Conference

Interested parties are encouraged to attend the Proposers' Conference on December 16, 2011. The Proposers' Conference will be conducted in the Conference Room of the LCLE, at the address listed in Section 1.4 above, on the date specified at 2:00 p.m. Prior to the Proposers' Conference, Proposers should submit questions in writing to the contact person by the close of business on December 14, 2011. After the Proposers' Conference, questions relative to this RFP will be accepted until close of business on December 19, 2011. All questions submitted after the Proposers' Conference must be submitted in writing in order to be considered. All questions must be addressed to the contact person indicated above in order to be considered. Answers to the questions properly submitted will be posted on the LCLE website, [.lcle.la](http://lcle.la), by close of business December 20, 2011. Questions and answers will also be posted to LaPac. It is the responsibility of potential Proposers to check the web site prior to submitting their proposal to verify that they have the most recent updates (i.e. questions and answers, addendums, additional information, etc.).

1.6 Format

The Proposal shall be submitted in three parts. Part 1 shall contain cost data. Proposers must break down their cost by project phase as described in Section 2 (Statement of Work). The Proposer must divide each phase into major tasks and provide a manpower cost for each major task, broken down on basis of personnel utilized, estimated man-hours, cost per man-hour, and total task cost. Additionally, the contractor must provide a cost per deliverable as described in Section 2. Part 2, the substantive proposal, must be formatted according to the outline developed in Section 3 below. Part 3, Financial Stability, must include appropriate information as indicated in Section 3.4 below.

1.7 Response Costs - Response Submission

The LCLE, its boards, councils or any agent or representative, are not responsible for any costs related to preparing responses to this RFP. Responses to this RFP must be received by the LCLE contact person at the LCLE on or before the close of business (5:00 p.m.) on January 6, 2012.

1.8 Subcontracting Information

The LCLE 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, the Proposer must acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP is also 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 LCLE, 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 LCLE.

1.9 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136. The LCLE must find that the selected Proposer:

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

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

1.10 RFP Addenda

LCLE 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.

1.11 Waiver of Administrative Informalities

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

1.12 Proposal Rejection/RFP Cancellation

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

1.13 Withdrawal of Proposal

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

1.14 Ownership of Proposal

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

1.15 Proprietary Information

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

1.16 Errors and Omissions in Proposal

LCLE will not be liable for any errors in proposals. LCLE reserves the right to make corrections or amendments due to errors identified in proposals by LCLE or

the Proposer. The LCLE, at its option, has the right to request clarification or additional information from the Proposers.

1.17 Contract Award and Execution

LCLE reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. LCLE also reserves the right to enter into discussions with Proposers and to seek Best and Final Offers from Proposers in an effort to select the most advantageous proposal for the State. LCLE reserves the right to contract for all or a partial list of services offered in the proposal.

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

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in **Attachment IV**. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the final contract within 5 business days of delivery, LCLE may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.18 Code of Ethics

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

1.19 Disproportionate Minority Contact: Technical Assistance Manual

A copy of the current *Disproportionate Minority Contact: Technical Assistance Manual* is available for your review

at: [://www.ncjrs.gov/html/ojjdp/dmc_ta_manual/](http://www.ncjrs.gov/html/ojjdp/dmc_ta_manual/). This manual contains current information relative to the DMC requirement and the Assessment process. It is also available in hard copy from LCLE upon request.

The reports produced during the first study are available for viewing at the LCLE office. Arrangements for viewing can be made through the LCLE contact person.

2.0 Statement of Work

In order to allow maximum flexibility to Proposers in submitting a high quality DMC Assessment proposal, project requirements have been expressed in terms of four phases, which must be accomplished in order for the Assessment process to achieve its full potential in assisting in the mitigation of DMC within the Louisiana Juvenile Justice System. The DMC Assessment to be developed under this procurement must address each of the Phases described below. Failure to address one or more of the Phases indicated shall disqualify the Proposer as nonresponsive.

1. Phase I: Assess the Data and Data Sources:

A comprehensive review of the report and recommendations resulting from the first study shall be undertaken as a starting point in the assessment of the DMC identification data and data sources in the parishes under examination. The existing DMC identification data and data sources are the first phase in the Assessment process. This step is necessary to understand the data sources and the available DMC identification data that will be immediately available for use in the development of the specific Assessment process in Phase II.

- a. Assess the adequacy of data currently used for the identification of DMC within the specified parishes, and develop recommendations for any necessary improvements, including any refinements to the statewide recommendations of the first study;
- b. Survey and assess data sources available in the specified parishes that can be used for the identification of DMC or the monitoring of DMC intervention efforts, and make recommendations relative to their use for these purposes as well as any refinements to the statewide recommendations contained in the report from the first study;
- c. Collect DMC identification data required by the Relative Rate Index for each parish identified for study;
- d. Collect DMC identification data required for the statewide Relative Rate Index;
- e. Utilizing the existing DMC identification data available in the specified parishes, identify points within the Juvenile Justice System where DMC is occurring, utilizing the definitions provided by the Office of Juvenile Justice and Delinquency Prevention (OJJDP);
- f. Utilizing the existing DMC identification data available statewide, identify points within the Juvenile Justice System where DMC is occurring, utilizing the definitions provided by OJJDP.

Deliverable: A report assessing the current state of DMC identification and potential monitoring data in the specified parishes, containing specific recommendations for the improvement of data collection methods to better accomplish these purposes as well as recommendations for the refinement of the recommendations developed in the first study. The report should include the Relative Rate Indexes (RRI) for the specific parishes identified for study and, using the data available, statewide. Data qualifications should be clearly identified for each RRI table.

2. Phase II: Identify research objectives and define the research aspects of the Assessment Process:

Phase II should be built on the work completed during Phase I, particularly the Relative Rate Index tables built and any subsequent analysis developed to determine those decision points where DMC may be occurring. Phase II actually builds two major aspects of the overall Assessment process. First, it identifies the areas (decision points) of the Juvenile Justice System on which to focus the Assessment research efforts, and develops the hypotheses relative to why DMC is occurring at those points that will structure the research. Second, by involving the stakeholders in the design process, utilizing a data based Briefing Book to serve as the common ground for discussion among stakeholders, the JJDP Advisory Board, and LCLE relative to DMC in general and the Assessment process in particular. The purpose of the Briefing Book and subsequent discussions with the stakeholders is to develop a common understanding of DMC in the Louisiana Juvenile Justice System as demonstrated in the specific parishes under examination, and to ultimately provide a basis for a consensus as to interventions. The end result of this phase is the Final Assessment Research program.

The research proposal should include both qualitative and quantitative methodologies. Preferably the Proposer should offer a design with an initial qualitative aspect to establish the context for the assessment research that includes practitioners from each jurisdiction under study, a quantitative aspect including multivariate analysis sustainable by the data, followed with a final qualitative aspect to contextualize the quantitative findings. The Proposer should maintain flexibility in the research design in order to accommodate data availability and other exigent research circumstances.

In conjunction with major stakeholders (as identified by the JJDP Advisory Board) identify specific areas of DMC for assessment and develop the specific research proposal:

- a. Develop a Briefing Book containing the necessary Louisiana specific data, and detailed information pertaining to the specified parishes (including but not limited to: crime data, system data, and other salient social/economic data), Relative Rate Index tables for 2010 and other information to serve as the basis for discussion of the Assessment process;
- b. Develop and facilitate a process through which stakeholders utilizing the Briefing Book and additional data provided by the stakeholders identify areas of DMC within the Louisiana Juvenile Justice System for assessment and develop a set of hypotheses relative to the occurrence of DMC in those areas within the specified parishes sufficient to focus the research phase of the Assessment process.
- c. Evaluate the feasibility of researching each area identified in b (above) by examining the data availability and adequacy to carry out the research required to properly assess each area identified by the stakeholders. Make an interim report to LCLE relative to the feasibility of each aspect of the Assessment process identified, along with preliminary feasibility recommendations.
- d. Make appropriate recommendations to the stakeholders based on their evaluation of DMC and the availability and quality of data necessary to define the research objectives of the Assessment process.
- e. Develop a research proposal to carry out the research objectives identified in d (above) prioritizing, if necessary, the areas identified by the stakeholders along with a justification for the ranking for use by the stakeholders and LCLE in approving or modifying the research proposal. LCLE in consultation with the stakeholders will make the decision relative to the research program.

Deliverables:

- Briefing Book to guide the JJDP Advisory Board and stakeholders through the design of the Assessment research process;
- Interim report to LCLE relative to the feasibility of each research aspect identified by the stakeholders.
- Recommendations along with justifications for the research proposal offered to LCLE and the stakeholders.
- Formal Research proposal with a detailed description of the methodologies to be utilized, identification of data sources along with

an assessment of data availability and consistency across jurisdictions, associated timelines and indicating the nature and level of involvement requested from LCLE and any state or local agency or Court.

- Final Research program will be those portions of the Formal Research proposal as approved by LCLE and agreed to, in relevant part, by all state and local agencies involved in its execution as well as the contractor.

3. Phase III: Data Collection, Research, and Analysis:

Phase III is the implementation of the Assessment Research project as agreed to by the parties involved. In this Phase the Contractor will conduct the necessary data collection, research and analysis to accomplish the program outlined in the Final Research proposal. Develop and Execute the DMC Assessment research program as developed in item 2 (above).

Deliverables:

- Assessment Report detailing the results of the research conducted, an assessment of the findings, and an analysis of the best practices to mitigate the DMC issues as described in the assessment data.
 - Interim report to LCLE for review and comment.
 - Final report to the stakeholders and JJDP Advisory Board as approved by LCLE.

4. Phase IV: Identification of next steps and Final Recommendations— Recommendation of promising DMC interventions based on the Assessment process data, best practices, and the discussions with the stakeholders, JJDP Advisory Board, and LCLE.

Phase IV is where the understanding of DMC within the Louisiana Juvenile Justice System developed through the Assessment process is combined with discussions of best practices and the input from the stakeholders, relative to what is already in place or planned for the near term, to develop a strategy to mitigate DMC. These discussions should be data based and priority driven. Included in this effort is a monitoring plan based on the findings and recommendations from Phase I.

The Contractor will develop recommendations for intervention based on the Assessment data and best practices (data based where available).

- a. Utilizing the Final Assessment Report, Contractor meets with stakeholders and JJDP Advisory Board to develop strategies to alleviate the underlying causes of DMC as identified in the Assessment research and based on best practices.
- b. Assist in the development of a monitoring plan for the identified interventions.
- c. Upon submission of the deliverables, the Contractor will conduct a comprehensive briefing on the project to the JJDP Advisory Board and conduct debriefing sessions with the practitioners in each of the specified parishes.

Deliverables:

- Monitoring Plan, including any necessary recommendations relative to state or local level information systems in the specific parishes under examination;
- Final Recommendations: Report on Strategies to mitigate DMC in the Louisiana Juvenile Justice System along with the identification of specific interventions that are both feasible and best address the issues identified in the Assessment Report.

2.1 Deliverable Due Dates

Specific deliverable due dates will be determined during the planning of each Phase. The dates indicated below are the last day on which a deliverable for the Phase indicated will be due and accepted. Specific deliverable dates negotiated with the contractor and accepted by LCLE must occur on or before the dates specified below.

Phase I: All deliverables due no later than March 26, 2012

Phase II: All deliverables due no later than April 30, 2012

Phase III: All deliverables due no later than September 7, 2012

Phase IV: All deliverables due no later than February 1, 2013

3.0 Response to RFP

Five copies of the Proposer's response must be provided to the LCLE contact person by the date and time indicated. All proposals become the property of the LCLE and will not be returned.

3.1 Proposal Certifications

Each proposal must include the following, signed in original blue ink by the signatory of the proposal:

_____ certifies that this proposal was not prepared or developed using assistance or information illegally obtained.

_____ is solely responsible for this proposal meeting the requirements of the RFP.

_____ is solely responsible for its compliance with all applicable laws and regulations relating to the preparation, submission, and contents of this proposal.

These certifications should appear in Part 2 of the response to the RFP.

3.2 Response Format: Part 1, Cost Proposal

The general format for Part 1, the financial proposal, is described in Section 1.6 above. If a Proposer wishes to propose alternative analytical methods, this must be presented in a separate section, and must contain a full statement of all costs involved as well as a cost-benefit justification for the conversion.

Proposers must provide a task-by-task cost analysis, which reflects the structure of work proposed in Part 2 of the response. Proposers must indicate key and lead personnel in each task by name, billing rate, and number of hours proposed to complete the task. Proposers must also stipulate that the key and lead personnel in each task as identified in the response will not be removed from the project without the prior approval of the LCLE.

3.3 Response Format: Part 2, Substantive Proposal

In Part 2, Proposers must present their strategy for accomplishing the work under the RFP, responsive to all of the initiatives addressed above, and an appropriate approach to accomplishing the work in each initiative. Proposers may add such tasks, as they believe necessary to accomplish the purposes outlined in the RFP. However, in such cases the Proposer must indicate the reasons why such additions are necessary or desirable. Part 2, the substantive proposal, can be formatted at the Proposer's discretion, but it must address the following areas:

- Proposer's Qualifications
 - 1) A brief corporate history and corporate organization.
 - 2) Full resumes on all key personnel along with an explanation of their roles in the project. Resumes should support the role that each key individual will play in the project.
 - 3) Corporate experience in conducting similar Assessment research.
 - 4) A demonstration of the firm understanding of the structure of the Louisiana Juvenile Justice System in general, as well as an understanding of Disproportionate Minority Contact as an issue in any Juvenile Justice System.
 - 5) References. Proposers must provide a list of states /agencies including contact persons, for whom similar work has been done.
- Project approach and organization:
 - 1) Project organization (personnel and responsibilities);
 - 2) Approach to the project, and a task analysis appropriate to that approach;
 - 3) Proposed work plan and timetable.

3.4 Response Format: Part 3: Financial Stability

Under separate cover, Proposers must submit evidence of financial resources, such as a financial statement - including a balance sheet and profit and loss statement - or other appropriate documentation, which would demonstrate the solvency of the Proposer to implement and complete this project.

4.0 Fiscal Funding

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

5.0 Basis of Proposal Evaluation

The LCLE reserves the right to accept or reject any and all proposals, and to waive any informality in any proposal submitted. The award shall be made in the best interest of the State of Louisiana based on the highest number of points awarded. Only proposals from responsible organizations or individuals, as determined by the state, shall be considered. The LCLE will select one or more proposals deemed fully qualified and best suited among those submitted, on the basis of the evaluation criteria described in Section 5.4 of this RFP. Award may be made on the basis of the initial offer, or the LCLE may enter into negotiations in an effort to arrive at the award determination. The resulting agreement shall be based on the submitted proposal and the negotiations concerning the proposal. Award shall be made to the responsible Proposer, whose proposal is determined to be the most advantageous to the state, taking into consideration price and the evaluation factors set forth in Section 5.4 of this RFP.

5.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the LCLE, which will determine the proposal most advantageous to

the State, taking into consideration price and the other evaluation factors set forth in the RFP.

5.2 Administrative and Mandatory Screening

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

5.2.1 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified.

Qualification requirements and online certification are available at [://smallbiz.louisianaforward.com/index_2](http://smallbiz.louisianaforward.com/index_2).

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at [://smallbiz.louisianaforward.com/index_2](http://smallbiz.louisianaforward.com/index_2). Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, 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 [://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self](http://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network [://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven](http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven). 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.

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their 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.

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 or distributor participation and the dollar amount of each.

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

5.3 Clarification of Proposals

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

5.4 Evaluation Criteria

The following criteria, and the importance given to each section as indicated by a percentage point total, will be used to determine which proposal will be accepted:

CRITERIA	MAXIMUM SCORE
Proposer Qualifications	32 Points
Approach and Organization	33 Points
Hudson/Veteran Small Entrepreneurship Program	5 Points
Cost	30 Points
Total	100 Points

A. Proposer’s Qualifications (Total of 32 points)

1. Experience of key personnel.

2. Experience of firm in the assessment of criminal justice issues and the related analyses.
3. Qualifications of key personnel to perform assigned tasks.
4. Proposer's prior performance in similar projects.

B. Project Approach and Organization (Total of 33 points)

1. Soundness of project methodology.
2. Compatibility of plan with desired timetable.
3. Feasibility of work plan.
4. Frugality of demands on LCLE staff time as well as that of other state or local agencies or Courts.

C. Total Cost (Total of 30 points)

The low cost proposal will receive 30 points. All other proposals will be rated by multiplying the maximum possible points (30) by a fraction that consists of the low cost as the numerator and the proposed cost as the denominator.

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer with the highest score.

D. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 5% of the total evaluation points)

Five percent (5%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

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

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurs to participate as subcontractors:
 - 1 participating small entrepreneurship: 1/5th of the reserved points
 - 2 participating small entrepreneurs: 2/5ths of the reserved points
 - 3 participating small entrepreneurs: 3/5ths of the reserved points
 - 4 participating small entrepreneurs: 4/5ths of the reserved points
 - 5 or more participating small entrepreneurs: Full amount of the reserved points

5.5 Announcement of Contractor

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

6.0 Sample Contract

A sample of the type of contract normally used by the LCLE is attached to, and becomes part of, this RFP (SEE ATTACHMENT B). The actual contract awarded in this project will be the result of negotiations between the chosen Proposer and the LCLE. However, Proposers may expect the final version to contain many of the standard clauses as stated in the sample provided for review.

6.1 Term of Contract

The contract issued under the provisions of this RFP is anticipated to become effective January 17, 2012 and end on April 5, 2013.

7.0 Successful Contractor Requirements

7.1 Corporation Requirements

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

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a Disclosure of Ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 Billing and Payment

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

7.3 Confidentiality

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

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Commission on Law Enforcement.

Attachment A

Core Requirement of JJDP Act

In the JJDP Act of 2002, Congress required that States participating in the Formula Grants Program “address juvenile delinquency prevention efforts and system improvement efforts designed to reduce, without establishing or requiring numerical standards or quotas, the disproportionate number of juvenile members of minority groups, who come into contact with the juvenile justice system” (see section 223(a)(22)).

For purposes of this requirement, OJJDP has defined minority populations as American Indian and Alaska Native, Asian, Black or African American, Hispanic or Latino, and Native Hawaiian or other Pacific Islanders.

States participating in the Formula Grants Program address DMC on an ongoing basis by moving through the following phases:

- Identification. To determine the extent to which DMC exists.
- Assessment. To assess the reasons for DMC, if it exists.
- Intervention. To develop and implement intervention strategies to address these identified reasons.
- Evaluation. To evaluate the effectiveness of the chosen intervention strategies.
- Monitoring. To note changes in DMC trends and to adjust intervention strategies as needed.

Each State must report on its progress in its comprehensive JJDP 3-year plan and subsequent plan updates (in compliance with Section 223(a)(22)). OJJDP reviews the plan updates annually. Any State that fails to address the overrepresentation of minority youth in juvenile justice system contact stands to lose 20 percent of its Formula Grants allocation for the year.

Additional information is available at the Office of Juvenile Justice and Delinquency Prevention DMC website: [://ojjdp.ncjrs.gov/dmc/index](http://ojjdp.ncjrs.gov/dmc/index).

Attachment B

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 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

[COMPLETE A DESCRIPTION OF SERVICES TO BE PROVIDED OR ATTACH SOW]

1.2 STATEMENT OF WORK {Define work/services/deliverables to be provided by contractor composed from RFP & proposers response.

1.2.1. GOALS AND OBJECTIVES

[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]

1.2.2. 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]

1.2.3. 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. The monitoring plan is the following:

1.2.4. DELIVERABLES

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

1.2.5. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (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 or distributor participation and the dollar amount of each.

1.2.6. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an 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 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 ___years with the concurrence of the Contractor and all appropriate approvals.

2.2 STATE FURNISHED RESOURCES {This information should be tailored to the specific state resources to be furnished for this contract.}

State shall appoint a Project Coordinator for this Contract identified in Section 1.2.4 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

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

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$[TO BE INSERTED]. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 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:

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.

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 TERMINATION

4.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time 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) 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 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. {Rework this}

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 CONTRACT CONTROVERSIES

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

7 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 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 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 three (3) 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 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 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 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 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

14 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

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

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

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury,

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

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

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

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 APPLICABLE LAW

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

16 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 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 Contracts are declared severable.

18 COMPLETE CONTRACT

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

19 ENTIRE AGREEMENT & 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.

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

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

CONTRACTOR'S SIGNATURE

STATE'S SIGNATURE

DATE

DATE

Attachment C

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The state requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below (Type or Print Clearly)

Date _____ Official Contact Name: _____

E-Mail Address: _____

Facsimile Number with area code: _____

U.S. Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified herein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions and all other administrative requirements set forth in this RFP;
4. Proposer's quote is valid for at least 90 days from the date of the proposal's signature below;

5. Proposer understands that if selected as the successful Proposer, He/she will have ten business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

This form must be submitted along with the Proposal.