

REQUEST FOR PROPOSAL

Juvenile Transitional Specialist



Solicitation No: 20008-16-Juvenile Transitional Specialist

Proposal Opening Date: July 29, 2016

Proposal Opening Time: 2:00 PM

**City of Baton Rouge/Parish of East Baton Rouge
Office of the Mayor-President
Division of Purchasing**

July 24, 2016

NOTE TO PROPOSERS:

- 1) Submit the separate set of Proposal Forms with all required information as your Proposal.
- 2) Retain the complete set of Specifications and Contract Documents for your file.

TABLE OF CONTENTS

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1	Background.....	1
	1.1.1 Purpose.....	1
	1.1.2 Goals and Objectives.....	1
1.2	Definitions.....	2
1.3	Schedule of Events.....	2
1.4	Proposal Submittal.....	3
1.5	Proposal Response Format.....	4
	1.5.1 Number of Response Copies.....	5
	1.5.2 Legibility/Clarity.....	5
1.6	Confidential Information, Trade Secrets, Proprietary Information.....	5
1.7	Proposal Clarifications Prior to Submittal.....	6
	1.7.1 Pre-proposal Conference.....	6
	1.7.2 Proposer Inquiry Period.....	7
1.8	Errors and Omissions in Proposal.....	8
1.9	Proposal Guarantee.....	8
1.10	Performance Bond.....	8
1.11	Changes, Addenda, Withdrawals.....	8
1.12	Withdrawal of Proposal.....	9
1.13	Material in the RFP.....	9
1.14	Waiver of Administrative Informalities.....	9
1.15	Proposal Rejection.....	9
1.16	Ownership of Proposal.....	9
1.17	Cost of Offer Preparation.....	9
1.18	Non-negotiable Contract Terms.....	10
1.19	Taxes.....	10
1.20	Proposal Validity.....	10
1.21	Prime Contractor Responsibilities.....	10
	1.21.1 Corporation Requirement.....	0
1.22	Use of Subcontractors.....	10
1.23	Written or Oral Discussions/Presentations.....	11
1.24	Acceptance of Proposal Content.....	11
1.25	Evaluation and Selection.....	11
1.26	Contract Negotiations.....	11
1.27	Contract Award and Execution.....	12
1.28	Notice of Intent to Award.....	12
1.29	Debriefings.....	12
1.30	Insurance Requirements.....	13
1.31	Subcontractor Insurance.....	13
1.32	Indemnification.....	13
1.33	Fidelity Bond Requirements.....	13

PART I. ADMINISTRATIVE AND GENERAL INFORMATION (Continued)

1.34 *Payment for Services*.....13
1.35 *Termination*.....14
 1.35.1 *Termination of this Agreement for Cause*.....14
 1.35.2 *Termination of this Agreement for Convenience*14
 1.35.3 *Termination for Lack of Appropriated Funds*.....14
1.36 *Assignment*14
1.37 *No Guarantee of Quantities*14
1.38 *Audit of Records*.....15
1.39 *Civil Rights Compliance*15
1.40 *Record Retention*.....15
1.41 *Record Ownership*15
1.42 *Content of Contract/Order of Precedence*.....16
1.43 *Contract Changes*16
1.44 *Substitution of Personnel*.....16
1.45 *Governing Law*.....16
1.46 *Claims or Controversies*17
1.47 *Proposer’s Certification of OMB A-133 Compliance*17

PART II. SCOPE OF WORK/SERVICES

2.1 *Scope of Work/Services*.....17
2.2 *Period of Agreement*17
2.3 *Price Schedule*18
2.4 *Deliverables*18
2.5 *Location*18
2.6 *Proposal Elements*18
 2.6.1 *Financial*.....18
 2.6.2 *Technical*.....18

PART III. EVALUATION

3.1 *Financial Proposal (Minimum Value of Points)*.....19
3.2 *Technical Proposal (Value of Points)*.....20

PART IV. PERFORMANCE STANDARDS

4.1 *Performance Requirements*.....20
4.2 *Performance Measurement/Evaluation*20

PART V. FEDERAL CLAUSES

REQUEST FOR PROPOSAL FOR

Juvenile Transitional Specialist

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The City-Parish was awarded a U.S. Department of Justice Office of Justice Programs Community Based-Violence Prevention and Demonstration Grant in 2012 to implement Project BRAVE. Project BRAVE has been designed to reduce and eliminate violent crime committed by juveniles in a small criminal “hot spot” in Baton Rouge, LA. The National Network of Safe Communities’ Group Violence Reduction Strategy (GVRS) model will be implemented under the support of the Mayor and District Attorney to target youth ages 14-17 in the 70805 and 70802 zip codes, which has a violent crime rate of 25 times the national average. Project BRAVE seeks to:

1. Change community norms towards gang and group violence
2. Provide alternatives to criminal offending by the targeted group, and
3. Alter the perception of youth regarding risks and sanctions associated with violent offending

These will be accomplished through engagement and educational activities that will increase the social cohesion of the community and forge the development of an authentic police-community partnership; coordinator of social service and educational providers will offer help to the youth; and implementation of a focused deterrence approach to community based policing.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by City-Parish governing statutes, ordinances, resolutions and policies from bona fide, qualified proposers who are interested in providing the planning, coordination and implementation of services and support to juvenile offenders placed on supervised probation by Juvenile Court Judges.

1.1.2 Goals and Objectives

The City-parish desires to obtain a professional service contractor who will assist the BRAVE team in providing the coordination of supportive services, counseling and supervision to juvenile offenders placed on supervised probation by Juvenile Court Judges. Short term outcomes will include increased informal social control and police effectiveness. Intermediate outcomes include reduction to crime and diverting youth into productive activities. A process and outcome evaluation will be conducted to measure the progress of Project BRAVE.

1.2 Definitions

- A. Shall- The term “shall” denotes mandatory requirements.
- B. Must- The terms “must” denotes mandatory requirements.
- C. May- The term “may” denotes an advisory or permissible action.
- D. Should- The term “should” denote desirable.
- E. Contractor- Any person having a contract with a governmental body.
- F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.
- G. State- The State of Louisiana.
- H. Department- Office of the Mayor-President
- I. Director- Director of Purchasing
- J. City-Parish- City of Baton Rouge-Parish of East Baton Rouge.
- K. Discussions - For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- L. Proposer - Any firm submitting a proposal in response to this Request for Proposal.

1.3 Schedule of Events

<i>Item</i>	<i>Schedule</i>
<i>RFP mailed to prospective proposers</i>	<i>June 24, 2016</i>
<i>Deadline to receive written inquiries</i>	<i>July 8, 2016</i>
<i>Deadline to answer written inquiries</i>	<i>July 15, 2016</i>
<i>Proposal Opening Date (deadline for submitting proposals)</i>	<i>July 29, 2016</i>
<i>Oral discussions with proposers</i>	<i>To be scheduled</i>
<i>Notice of Intent to Award to be mailed</i>	<i>To be scheduled</i>
<i>Contract Initiation</i>	<i>September 1, 2016</i>

NOTE: The City-Parish reserves the right to deviate from these dates.

1.4 Proposal Submittal

This RFP is available in PDF format or in printed form by submitting a written request to the RFP Contact. (See Section 1.7.2 for this RFP contact)

All proposals shall be received by Purchasing **no later than the date and time shown in the Schedule of Events.**

Important - - Clearly mark outside of envelope, box or package with the following information and format:

X	Proposal Name:	Juvenile Transitional Specialist
X	Solicitation No.	20008- 16-Juvenile Transitional Specialist
X	Proposal Opening Date & Time :	July 29, 2016 at 2:00 PM

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

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

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
City Hall, 222 St. Louis Street, 8th Floor, Room 826
Baton Rouge, LA 70801

Or mailed to:

City of Baton Rouge/Parish of East Baton Rouge
Purchasing Division
P.O. Box 1471,
Baton Rouge, LA 70821

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

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

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

1.5 Proposal Response Format

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

- A. **Cover Letter:** Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:
1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
 2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
 3. Other documents indicating authority which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

The cover letter should also:

- Identify the submitting Proposer;
 - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **RFP Compliance:** Illustrating and describing compliance with the RFP requirements.
- E. **Innovative Concepts:** Present innovative concepts, if any, not discussed above for consideration.
- F. **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish.

1.5.1 Number of Response Copies

“Each Proposer shall submit one (1) signed original response. Five (5) additional copies of the proposal should be provided, as well as one (1) electronic copy via compact disk or flash drive, as well as one (1) redacted copy, if applicable (See Section 1.6.)”.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer’s response is to 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 is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City-Parish shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City-Parish’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the City-Parish and hold the City-Parish harmless against all actions or

court proceedings that may ensue (including attorney's fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City-Parish may disclose the information.

The City-Parish reserves the right to make any proposal, including proprietary information contained therein, available to the Purchasing Division personnel, the Office of the Mayor-President, or other City-Parish agencies or organizations for the sole purpose of assisting the City-Parish in its evaluation of the proposal. The City-Parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed."

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

Not required for this RFP.

1.7.2 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions **MUST** be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference, if held) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (See Section 1.3). Initial inquiries shall not be entertained thereafter.

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may generate from City-Parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is issued (or, posted to the LaPAC website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>.) If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the specifications contained therein shall submit questions or concerns in writing to Director of Purchasing (see Sect. 1.46)during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein. Protests with regard to the specification documents will not be considered after proposals are opened.

If the proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope marked as stated in Section 1.4. Such shall meet all requirements for the proposal.

1.12 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to Purchasing.

1.13 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the City-Parish pursuant to the RFP.

1.14 Waiver of Administrative Informalities

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

1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the City-Parish to award a contract. The City-Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the City-Parish to do so.

Failure to submit all non-mandatory information requested may result in the City-Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

1.16 Ownership of Proposal

All materials (paper content only) submitted timely in response to this request become the property of the City-Parish. Selection or rejection of a response does not affect this right. All proposals submitted timely will be retained by the City-Parish and not returned to proposers. Any copyrighted materials in the response are not transferred to the City-Parish.

1.17 Cost of Offer Preparation

The City-Parish is not liable for any costs incurred by prospective Proposers or Contractors 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 the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City-Parish.

1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes,

governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

1.19 Taxes

Any taxes, other than state and local sales and use taxes, from which the City-Parish is exempt, shall be assumed to be included within the Proposer's cost.

1.20 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the City-Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.21 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The City-Parish shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.21.1 Corporation Requirements

Upon the award of the contract, if the contractor is a corporation and 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 prior to the execution of the contract.

Upon the award of the contract, 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.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

1.22 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

Information required of the prime contractor under the terms of the RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.23 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the City-Parish understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

1.24 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

1.25 Evaluation and Selection (see Part III Evaluation)

1.26 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the City-Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the City-Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price reductions. The final contract form shall be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable to complete the process.

1.27 Contract Award and Execution

The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, any addendums, and the proposal of the selected Contractor will become part of any contract initiated by the City-Parish.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the sample contract (**Attachment D**) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the City-Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

The City-Parish intends to award to a single Proposer.

1.28 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and Metro Council, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the City-Parish, the City-Parish may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

Purchasing shall notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report shall be made available to all interested parties after the Intent to Award letter has been issued.

1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the Intent to Award letter has been issued by contacting Purchasing 72 hours in advance. Contact may be made by phone at (225) 389-3259 or E-mail to purchasinginfo@brgov.com to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal scoring results.

If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. must be submitted.

1.30 Insurance Requirements

Contractor shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFP (**see Attachment C**). 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 City-Parish before work commences. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

1.31 Subcontractor Insurance

The Contractor shall include all subcontractors as insured under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

1.32 Indemnification

Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury,

death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

1.33 Fidelity Bond Requirements – Not Required for this RFP

1.34 Payment for Services

Each individual department shall pay Contractor in accordance with the Pricing Schedule set forth. The Contractor may invoice the department monthly at the billing address designated by the department. Payments will be made by the City-Parish within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the department. Invoices shall include the contract or purchase order number, using department and product/service provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

1.35 Termination

1.35.1 Termination of this Agreement for Cause- The City-Parish may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish 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 such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

1.35.2 Termination of this Agreement for Convenience - The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.35.3. Termination for Lack of Appropriated Funds – Should the RFP result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFP contract services are funded by grant funds, the City-Parish shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

1.36 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

1.37 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the City-Parish to increase or decrease the amount, at the unit price stated in the proposal.

Neither the City-Parish nor Department obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.38 Audit of Records

The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

1.39 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, the 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 Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

1.40 Record Retention

The Service Provider must retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant award for at least 5 years after receiving notification from the City-Parish that it has received notification from the grant awarding agency that the award has been financially and programmatically closed.

1.41 Record Ownership

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

1.42 Content of Contract/Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.43 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of Purchasing, Parish Attorney and Metro Council, where applicable.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.44 Substitution of Personnel

The City-Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the City-Parish for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

1.45 Governing Law

All activities associated with this RFP process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of section 1:701-710 of the City-Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

In accordance with the provisions of Louisiana R.S. 38:2212.9 in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

1.46 Claims or Controversies

Any proposer who believes they were adversely affected by the City-Parish's procurement process or award, may file a protest. It must be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was, or should have been known.

The City-Parish will take action on protests within fifteen (15) days of the receipt thereof. The City-Parish may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests will be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

1.47 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies 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 <http://www.sam.gov>

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Scope of Services is outlined in Attachment A.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about September 1, 2016 and shall continue until September 30, 2017.

2.3 Price Schedule

Prices proposed by the proposers should be submitted on the Proposal Form furnished herein as Attachment B-1. Prices submitted shall be firm for the term of the contract and inclusive of all charges Contractor wishes City-Parish to consider for proposed services (items, etc). Prices shall include delivery of all items F.O.B. destination.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

- # of youth from 70805 being tracked who are on probation for a violent crime or who are paroled from the juvenile secure care facilities
- # of IAA's (informal adjustment agreements) and family service plans developed on supervised youth
- Attendance at court hearings with youth
- Participation with BRAVE team(and Dream center/HOPE) in case management and planning
- # of successful completions and/or failures [re-arrest for new crime or return to juvenile facility]
- # of home visits
- Documentation of other types of community engagement

2.5 Location

The location the service is to be performed, completed and managed is at the Family and Youth Service Center (FYSC) located at 1120 Government Street, Baton Rouge, LA 70802.

2.6 Proposal Elements .

2.6.1 Financial

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the City-Parish to consider.

2.6.2 Technical

Each Proposer should address how the firm will meet all the requirements of the Scope of Services as outlined in Attachment A, with particular attention to:

- Plans for the coordination and implementation for services and support targeting program participants on re-entry and probation status in the 70805 area and schedule for implementation
- Resumes for key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three local, state, or other governmental agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.
- Participation by small business enterprises, minority-owned, and women-owned firms.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the City-Parish to consider.

PART III EVALUATION

The following criteria cited herein will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the City-Parish, not on the basis of what may be inferred.

3.1 Financial Proposal (Minimum Value of 25 pts.)

The following financial criteria will be evaluated:

- The proposer shall provide an hourly rate for the Juvenile Transitional Specialist.
- The proposer shall also include a list of all overhead, expenses, fees, travel, supplies, equipment, etc. needed to accomplish the scope of services.

- The proposer shall provide a budget narrative that thoroughly and clearly describes every category of expense. The budget narrative should explain how the proposer estimated and calculated all costs and how they are relevant to the completion of the scope of services.

Prices proposed by the Proposers should be submitted on the Proposal Forms (or in a similar format) furnished in Attachment B-1. Prices proposed shall be firm.

The cost(s) provided in proposal response will be used in the Financial Evaluation Model to calculate lowest evaluated cost.

Note: The Proposer must include an itemized listing of all expenses or fees (including travel) that are expected to be paid by the Department.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to Purchasing for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of City-Parish.

The proposer with the lowest cost will be awarded maximum allocated points assigned Financial. Other proposers will receive cost points in accordance with the following $CC = (LPC/PC \text{ divided by } MAP)$. $CC =$ computed cost, $LPC =$ lowest proposed cost, $PC =$ proposer's cost and $MAP =$ maximum allocated points

3.2 Technical Proposal (Value of 75 Points)

The Technical criteria as detailed in Section 2.6.2 will be evaluated.

Participation by Certified Small Entrepreneurships/DBE Initiative

This procurement has been designated as suitable for certified small entrepreneurships/DBE participation.

The City of Baton Rouge, Parish of East Baton Rouge strongly encourages the participation of Small and Minority and Women-owned business in all contracts or procurements let by the City of Baton Rouge Consolidated Government for goods and services and labor and material. To that end, all contractors and suppliers are encouraged to utilize federal, state or locally certified Small, Minority and Women-owned businesses in the purchase or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available.

Proposers that are not eligible for certification are encouraged to use Small, Minority and Women-owned businesses where sub-contracting opportunities exist. To be responsive to this request for proposal, the proposer should be a Small, Minority or Women-owned businesses or have put forth a good faith effort to use certified Small, Minority or Women-owned businesses as subcontractors. By submitting and signing a proposal, the proposer certifies that they are in compliance with this requirement. The proposer shall submit with the proposal a plan and selection process outlining good-faith efforts to utilize Small, Minority or Women-owned businesses as subcontractors.

Written notification is the preferred method to inform Small, Minority and Women-owned businesses of potential subcontracting opportunities. A current list of certified Small, Minority and Women-owned businesses may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login..> Additionally, a current list of Small, Minority and Women-owned businesses, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select “SmallE”. Additional assistance may also be obtained from the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to solicit and use these firms at <http://www.mbda.gov/contact>.

Copies of notification to at least three (or more) certified Small, Minority and Women-owned businesses will satisfy the notification requirements. Notification must be provided to the certified entrepreneurs by the proposer in writing no less than five working days prior to the date of proposal deadline. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

In the event questions arise after an award is made relative to the proposer’s good faith efforts, the proposer will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Small and Minority and Women-owned businesses subcontractors or distributor participation and the dollar amount of each with payment request to the contract monitor.

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

The performance requirements are as outlined in Section 2.4 and Attachments A & A-1.

4.2 Performance Measurement/Evaluation

The project is be funded by the U.S. Department of Justice Office of Justice Programs Community-Based Violence Prevention and Demonstration Grant, and as such, expenditures and certain project measurements will be required on a monthly basis. Examples of Project Measurements are included in Attachment A.

Part V. FEDERAL CLAUSES

GENERAL FEDERAL CONSIDERATIONS:

In accordance with Federal law and to provide for the equitable treatment of all persons or firms involved in Purchasing by the City of Baton Rouge and Parish of East Baton Rouge, the City-Parish is required to assure that supplies, services, and construction are procured efficiently, effectively, and at the most favorable prices available; promote competition in contracting; provide safeguards for maintaining a procurement system of quality and integrity; and assure that purchasing actions are in full compliance with applicable Federal standards, HUD regulations, and State and local laws.

DISPUTES:

It is City-Parish policy to resolve all contractual issues informally and without litigation. Disputes will not be referred to HUD unless all administrative remedies have been exhausted. When appropriate, a mediator may be used to help resolve differences. City Parish protest procedures will be utilized to address all disputes/protests.

Reviews of protests by the Federal agency will be limited to:

- (i) Violations of Federal law or regulations (violations of State or local law will be under the jurisdiction of State or local authorities); and
- (ii) Violations of the City-Parish's protest procedures for failure to review a complaint or protest.

ASSISTANCE TO SMALL AND DISADVANTAGED BUSINESSES:

Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, all feasible efforts shall be made to ensure that small and minority owned businesses, women's business enterprises, and other individuals or firms located in or owned in substantial part by persons residing in the area of the City-Parish project are used when possible. Such efforts shall include, but shall not be limited to:

- A. Including such firms, when qualified, on solicitation mailing lists;
- B. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- C. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- D. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- E. Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and
- F. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

COMPETITION:

The City-Parish shall conduct all procurement transactions in a manner to provide, to the maximum extent practical, open and free competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered.

CIVIL RIGHTS

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

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

CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.



Attachment A

Scope of Services

Juvenile Transitional Specialist Scope of Work

Role and Purpose: The Baton Rouge Community-Based Violence Prevention Program, Project BRAVE, is a comprehensive program that aims to reduce violence and youthful violent offenders in the zip code of 70805 in Baton Rouge, Louisiana. The Juvenile Transitional Specialist for Project BRAVE is responsible for planning, coordinating and implementing services and support targeting project participants in reentry and probation status in the target program area.

Overall Requirements: The Contractor will be responsible for meeting all grant conditions as outlined in the grant Terms and Conditions in Attachment A-1. This includes but is not limited to:

- Output Narrative: Quarterly reporting narrative describing major activities, significant results, major findings and key outcomes, any change in approach and why, lessons learned, what is expected to be accomplished the in next month, comments. Additional reporting will be required as needed in the form of formal meetings with City-Parish staff and partner representatives to share updates on progress toward Program completion, identify any problems encountered and solutions or Program adjustments, etc.
- Creation and quarterly updates on milestones for the project.
- Measurement and quarterly reporting as described in Performance Measures and Evaluation
- Financial accounting and Program Balance Sheets: Accurate and complete records must be kept on project expenditures for all Program activities for the previous month, with a progress report submitted.

Expected Capacities: Proposers should demonstrate, in the proposal, their experience and capabilities related to the following:

- Ability for accounting system to invoice and document expenses related to a grant of this scale and scope
- Background and capacity to monitor, measure, and report results
- Ability to identify, engage and coordinate partner organizations and community members to provide services

Specific Duties and Responsibilities:

- Interviews and counsels a caseload of juvenile offenders from the 70805 and 70802 zip code areas on supervised probation and reentry from secure and non-secure care ; monitors compliance with conditions specified by Juvenile Court Judges; monitors offenders electronically and through the use of office, field, jail, facility and school visits; monitors and evaluates service provider facilities to ensure delivery of services; monitors arrest activity from law enforcement agencies reports;
- Formulates and supervises Informal Adjustment Agreements; schedules, conducts, negotiates and formulates Informal Family Services Plan Agreements; monitors implementation and compliance with plan; prepares and updates an Offender Classification Scale; makes referrals to appropriate service providers; conducts mandatory conference with clients and appropriate service agencies;
- Conducts initial evaluations and screening of juvenile misdemeanor and felony offenders from 70805 and 70802; conducts substance abuse, risk/needs and sexual adjustment assessments by the use of diagnostic tools; conducts treatment, educational and clinical

programs for prevention and rehabilitation of offenders and/or families; and investigates complaints alleging a family is in need of services (FINS);

- Attends court with juveniles and their families for hearings; informs offenders of all available services; transports probationers to and from treatment facilities; attends and testifies at court hearings when subpoenaed by any court having jurisdiction over an offender; serves notices, subpoenas, writs and executes orders of Juvenile Court;
- Speaks to school groups and the general public concerning court related matters; corresponds and meets with counselors from various treatment facilities or schools for informational purposes;
- Collaborates with community resource providers for treatment and rehabilitation services for families

Performance Measures and Evaluation: Proposers should demonstrate, in the proposal, their ability to record and measure the following:

- # of youth from 70805 and 70802 being tracked who are on probation for a violent crime or who are paroled from the juvenile secure care facilities
- # of IAA's (informal adjustment agreements) and family service plans developed on supervised youth
- Attendance at court hearings with youth
- Participation with BRAVE team (and Dream center/HOPE) in case management and planning
- # of successful completions and/or failures [re-arrest for new crime or return to juvenile facility
- # of home visits
- Documentation of other types of community engagement



ATTACHMENT A-1
Terms and Conditions
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

U.S. Office of Justice Programs – Special Conditions

Congress has linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office of Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring the recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, natural origin, sex, or disability in funded programs or activities, not only in respect to employment practices but also the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with the Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on civil rights responsibilities that recipients have in providing language services to LEP individuals please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 CFR Part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funding program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://ojp.gov/about/offices/ocr.htm>..

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably constructed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation the application of RFRA to the statutes that prohibit discrimination in employment may be directed to the Office of Civil Rights.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of the service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. §3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 CFR §42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 CFR §42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurances No. 6 in the Standard Assurances, COPS Assurances No. 8B, or certain Federal grant program requirements, your organization must comply with the following EEOP requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For

assistance in developing an EEOP requirement, please consult OCR's website at <http://ojp.gov/about/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain an EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://ojp.gov/about/ocr/eeop.htm>.

If you receive an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://ojp.gov/about/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

In the event Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring Compliance of Sub-recipients

If your organization makes sub-awards to other agencies, you're responsible for assuring that sub-recipients also comply with all of the applicable Federal laws, including the requirement pertaining to the developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

If OCR can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit their website at <http://www.ojp.usdoj.gov/ocr/>.

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 CFR Section 42.302) that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements, may be imposed, if outstanding audit issues (if any) from OMB circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial guide.
4. Recipient understand and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds. This condition also applies to any sub-recipient. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by –

Mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Ave., N.W.
Room 4706
Washington, DC 20530

Email: oig.hotline@usdoj.gov

Hotline: (contact information in English and Spanish) (800) 869-4499

Or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

6. Recipient understands and agrees that it cannot use federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. 28 CFR parts 66, 70.
8. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on sub-awards to first-tier sub-recipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e. unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies and guidance is available at www.ojp.gov/funding/confcost.htm.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Sub-grantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm> .
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being or are to be used in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. The recipient agrees to report data on the grantee's OJJDP-approved performance measures as part of the semi-annual categorical progress report. This data will be submitted on line at

OJJDP's Performance Measures website (<https://grants.ojp.usdoj.gov> by July 31 and January 31 each year for the duration of the award. Once data entry is complete, the grantee will be able to create and download a "Performance Measures Data Report." This document is to be included as an attachment to the grantee's narrative categorical assistance progress report submitted in GMS for each reporting period.

14. The recipient agrees that it will submit quarterly financial reports to OJP on-line (at <https://grants.ojp.usdoj.gov> using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
15. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 calendar days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov>
16. The Office of Juvenile Justice and Delinquency Prevention has elected to enter into a Cooperative Agreement rather than a grant with the recipient. This decision reflects the mutual interest of the recipient and OJJDP in the operation of the project as well as the anticipated level of Federal involvement in the project. OJJDP's participatory role in the project is as follows:
 - a. Review and approve major work plans, including changes in such plans, and key decisions pertaining to project operation
 - b. Review and approve major project generated documents and materials used in the provision of project services. Provide guidance in significant project planning meetings, and participate in project sponsored training events or conferences.
17. Within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:
 - 1) Name of the event;
 - 2) Event dates;
 - 3) Location of event;
 - 4) Number of federal attendees;
 - 5) Number of non-federal attendees;
 - 6) Cost of event space, including rooms for breakout sessions;
 - 7) Cost of audio visual services;
 - 8) Other equipment costs (e.g., computer fees, telephone fees);
 - 9) Cost of printing and distribution;
 - 10) Cost of meals provided during the event;
 - 11) Cost of refreshments provided during the event;
 - 12) Cost of event planner;
 - 13) Cost of event facilitators; and
 - 14) Any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) Meals and incidental expenses (M&IE portion of per diem);
- 2) Lodging;
- 3) Transportation to/from event location (e.g. common carrier, Privately Owned Vehicle (POV)); and,
- 4) Local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instruction regarding the submission of this data, and how to determine costs, are available at www.ojp.gov/funding/confcost.htm.

18. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
19. The recipient agrees to comply with applicable requirements to report first-tier sub-awards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier sub-recipients of award funds. Such data will be submitted to the FFATA Sub-award Reporting System (FSRS).
20. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
21. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum salary payable to a member of the federal government's Senior Executive Service (SES) at any agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which the award is made.



ATTACHMENT B
PROPOSAL FORM
CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE

Sealed proposals will be received until 2:00 PM, Local Time **July 29, 2016** by the Purchasing Division, Room 826, City Hall, 222 Saint Louis St., Baton Rouge, Louisiana. Immediately after 2:00 P.M. of the same day and date, proposals will be publicly opened in Room 806 of City Hall.

PROPOSAL OF _____

ADDRESS _____

DATE _____

The Purchasing Director
City of Baton Rouge
Parish of East Baton Rouge
Baton Rouge, Louisiana

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project:

Juvenile Transitional Specialist

as set forth in the following Contract Documents:

1. Notice to Proposers
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendix.)
3. Proposal Forms with Attachments
4. Agreement
5. The following enumerated addenda: _____ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments.

The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about _____ and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

NOTE: This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

(SIGNATURE)

(Typed Name and Title)

THE ATTACHED BIDDER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.



**APPENDIX B-1
PRICING SCEDULE**

List all pricing details here or in a format similar to this schedule.

Other Costs:

1. Professional Service Rates

Labor Descriptions	Hourly Rate	Number of Hours
Juvenile Transitional Specialist	\$	
Support Staff	\$	
Travel	\$	
Supplies	\$	
TOTAL COSTS	\$	

BIDDER'S ORGANIZATION

BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____
a corporation organized under the laws of the State of _____
and domiciled in _____ was held this _____ day _____, 20____
and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by
said quorum:

BE IT RESOLVED, that _____
is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of
Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect,
unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the
Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly
certified.

I, _____, hereby certify that I am the Secretary of _____,
a corporation created under the laws of the State of _____ domiciled in _____;
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said
corporation at a meeting legally called and held on the _____ day of _____ 20____, as said resolution appears
of record in the Official Minutes of the Board of Directors in my possession.

This _____ day of _____, 20_____

SECRETARY



**Attachment C
Insurance Requirements for Juvenile Transitional Specialist**

CONSULTANT'S AND SUB-CONSULTANT'S INSURANCE: Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

A. Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$2,000,000
Personal & Adv Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000

B. Business Auto Policy
Any Auto, Owned, Non-Owned & Hired Combined Single Limit
\$1,000,000

C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Baton Rouge and Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.

E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
Post Office Box 1471
Baton Rouge, Louisiana 70821

NOTE TO PROPOSERS:

- 1) **Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.**
- 2) **Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**



Attachment D

Sample Contract for Juvenile Transitional Specialist

This Agreement entered into effective the _____, by and between **THE CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE**, (hereinafter referred to as "City-Parish") represented herein by Melvin L. "Kip" Holden, Mayor-President, and _____.

Parties acknowledge that this contract is funded through the U.S. Office of Justice Programs Community-Based Violence Prevention and Demonstration Program whose award number is 2012-PB-FX-K001, and the amount of the award is \$3,028,224 for implementation of the Baton Rouge Area Violence Elimination Program (BRAVE Program).

The following documents are all hereby made part of this of this Agreement to the same extent as if incorporated in full:

1. City of Baton Rouge/Parish of East Baton Rouge Project BRAVE Sub-Recipient Manual
2. Federal Debarment Certification

Article I: Term

This Agreement shall be for a term commencing _____ and terminating September 30, 2017. The continuation of this contract is contingent on the fiscal funding provided by the U.S. Department of Justice Juvenile Justice and Delinquency Prevention Grant. Should the said funding cease, then this contract shall terminate immediately.

Article II: Scope of Services

Scope of Services are as defined per Attachment "A", attached and made a part of this agreement.

Article III: Status of Service Provider

Service Provider is serving as an independent contractor in providing the necessary services and neither the City-Parish nor any of its agents nor assigns shall have responsibility for any acts or omissions of Service Provider, its employees, agents or subcontractors. The Agreement shall not be construed as an employment contract and neither Service Provider nor any employees, agents or subcontractors of Service Provider shall receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the City Parish and the Service Provider's representative by signature hereto expressly waives and relinquishes any such rights.

Article IV: Insurance

Service Provider shall carry and maintain at all times during the performance of this contract, insurance coverage with limits of not less than \$1,000,000. A certificate of insurance evidencing the required coverage shall be provided prior to final execution of the contract and commencement of work.

Article V: Indemnification

Service Provider agrees to indemnify, defend, and hold harmless the City Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the City Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operation under this Agreement.

Article VI: Compensation

The City Parish shall pay and Service Provider agrees to accept compensation for the services to be performed under this contract, at the rates indicted on the Cost Proposal Form attached and made part of this agreement. This compensation shall be payable within thirty (30) days after submission and approval of the invoice with appropriate documentation detailing the work performed and certifying compliance with the Special Condition and grant requirements.

Failure of the Service Provider to comply with the Special Conditions and grant requirements is cause for the City-Parish to withhold payment until service provider certifies compliance.

Article VII: Inspection of Books and Records

The Service Provider shall permit the authorized representative of the City Parish, the Federal grantor agency, the Comptroller General or any of their representatives to have access to any books, documents, papers and records of the Service Provider which are directly pertinent to the performance of this agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor shall retain all required records for three (5) years after the grantees or subgrantees make final payments and all other pending matters are closed.

Article VIII: Record Retention

The Service Provider must retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant award for at least 5 years after receiving notification from the City-Parish that it has received notification from the awarding agency that the award has been financially and programmatically closed.

Article IX: Complete Agreement

This is the complete agreement between the parties and supersedes all prior discussions and negotiations. Neither party shall rely on any statement or representations made by the other party not embodied in this agreement. This agreement shall become effective upon final signature by all parties.

Article X: Contract Modifications

No amendment or change to the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required by law.

Article XI: Termination for Convenience

The City-Parish may terminate this agreement at any time by giving thirty (30) days written notice to consultant of such termination or negotiating with the contractor an effective date.

Article XII: Termination for Cause

The City-Parish may terminate this agreement for caused based upon the failure of the Service Provider to comply with the terms and/or conditions of the agreement provided that written notice specifying the failure shall be given. Service Provider shall have thirty (30) days to correct such failure or, begin a good faith effort to correct the failure and thereafter proceed diligently to complete such correction. If such efforts are not made as defined herein, the City-Parish, may at its option, place the Service Provider in default and the agreement shall terminate on the date specified in such notice.

Article XIV: Assignment; Subcontracting

This agreement is not assignable by the Service Provider without the City-Parish's written consent, which it may withhold at its sole discretion, and any unapproved assignment will be invalid and ineffective. The Service Provider may not subcontract any of its responsibilities under this Agreement to another person without the City-Parish's prior approval.

Article XV: Patents

Any discovery or invention that arises during the course of the contract shall be reported to the City Parish. The Service Provider must disclose inventions to the Federal and State Grants Coordinator within two (2) months after the inventor discloses it in writing to the Service Provider's personnel responsible for patent matters. The awarding agency shall determine how the rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

Article XVI: Rights in Data and Copy Rights

All data collected by the Service Provider and all documents, notes, drawings, tracing and files collected or prepared in connection with this work, except for the Service Provider's personal and administrative files, shall become the property of the City-Parish, and the City-Parish shall not be restricted in any way whatsoever in the use of such materials. The U.S. Office of Justice Programs (OJP) reserves a right to use copyrighted material and material generated from this contract for Federal government purposes.

Article XVII: Governing Law and Venue

This agreement 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 Agreement shall be in the Nineteenth Judicial District court, Parish of East Baton Rouge, State of Louisiana.

In witness whereof, the parties hereto have executed this Agreement in triplicate, effective as of the date first written above.

WITNESSES

CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE

BY _____
Melvin L. "Kip" Holden, Mayor President

SERVICE PROVIDER

BY _____
Typed Name