

SOLICITATION OF OFFERS (SOO)

**PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH)
State Fiscal Year 2026 – 2027**



CAPITAL AREA HUMAN SERVICES DISTRICT

Number : 305PUR- SOO-30227-001

Proposal Due Date/Time: May 28, 2026, 4:00 p.m. CT

**Capital Area Human Services District
12301 Coursey Blvd.
Baton Rouge, La 70816**

Issued Tuesday, April 28, 2026

Proposal Opening Notice: Proposals will be opened on Thursday, May 28, 2026 at 16:00 CT at the Capital Area Human Services District, 12301 Coursey Blvd, Baton Rouge, LA 70816. During this opening, only the names of those who have submitted a proposal will be read aloud as this will begin the evaluation process. In person attendance is allowed but not required. Results will be posted to the LaPAC and Central Auction House websites and via email to those who submitted paper proposals.

SOLICITATIONS OF OFFERS

Projects for Assistance in Transition From Homelessness (PATH) State Fiscal Year 2026-2027

Part 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

This Solicitation of Offers (SOO) is issued by Capital Area Human Services District (herein referred to as CAHSD) for the purpose of conducting a fair and impartial competitive procurement process to solicit proposals from qualified contractors who are interested in developing and implementing the Projects for Assistance in Transition from Homelessness (PATH). PATH was created as part of the Stewart B. McKinney Homeless Assistance Amendments Act of 1990 (P.L. 101.645) and these federal funds are distributed by the Substance Abuse and Mental Health Services Administration's (SAMHSA) Center for Mental Health Services (CMHS) to all 50 states, the District of Columbia, and U.S. Territories, so that they may award funds to local public and non-profit organizations to provide street outreach, case management, and linkage to housing programs as well as behavioral health services for adults with serious mental illnesses, who may have co-occurring substance use disorders, and are either homeless or at imminent risk of becoming homeless. Although the local program is headquartered in Baton Rouge, Louisiana, services are extended to participants throughout all of Capital Area Human Services District's (CAHSD) designated parishes of Ascension, East Baton Rouge, East Feliciana, Iberville, Pointe Coupee, West Baton Rouge, and West Feliciana. The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract is for a period of up to twelve (12) months, contingent upon contractor performance, and availability of funding. At the option of CAHSD and with the concurrence of the contractor, this contract may be extended for two additional twelve (12)-month periods at the same price, terms, and conditions. Total contract time may not exceed thirty-six (36) months.

1.2 Background

CAHSD was legislatively established in 1996, as a political subdivision of the State of Louisiana, to direct the operation and management of community-based programs and services relative to mental health, developmental disabilities, and addictive disorders for the parishes of Ascension, East Baton Rouge, East Feliciana, Iberville, Pointe Coupee, West Baton Rouge, and West Feliciana. The mission of CAHSD is to deliver caring and responsive services, leading to a better tomorrow. CAHSD provides community-based behavioral health treatment services in the greater Baton Rouge area serving approximately 10,000 clients annually. CAHSD is nationally recognized and accredited by the Commission on Accreditation of Rehabilitation Facilities for its outpatient adult programs, child treatment programs, and residential program. The Capital Area Recovery-Oriented System of Care includes linkages with primary care providers and recovery supports including academic education, employment, STD/HIV testing, housing, school-based services, prenatal screening and brief intervention services, fitness/wellness, family counseling, life skills, parenting, and peer-led groups. These linkages improve the comprehensiveness of services currently being provided to clients served at CAHSD clinics and add a key element of engaging clients over time with care coordination and support that are individualized based on need and choice. CAHSD also provides services for individuals with developmental disabilities, operates a women's specific treatment group, and delivers post-incarceration service coordination. The CAHSD Board of Directors is composed of citizens representing consumers of our services in all of the parishes served. Outreach to improve knowledge

among the general public about CAHSD services is conducted in the form of distribution of posters, flyers, brochures at public places, agency website, and social media pages, newspaper, and bus stop billboards.

1.3 Term of Contract

The term of any contract resulting from this SOO shall begin on or about July 1, 2026 and is anticipated to end on June 30, 2027, contingent upon contractor performance, and availability of funding. At the option of CAHSD and with the concurrence of the contractor, this contract may be extended for two additional twelve (12)-month periods at the same price, terms, and conditions of the initial contract. Total contract time may not exceed thirty-six (36) months. The continuation of the contract is contingent upon the availability of funds to fulfill the requirements of the contract.

1.4 Definitions and Acronyms

Agency	Capital Area Human Services District (CAHSD)
Can	The term denotes an advisory or permissible action.
Contract	A legal binding agreement between CAHSD and the awarded Contractor(s).
Contractor	Any person having a contract with a governmental body. For sections of this SOO outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this SOO.
Discussions	For the purposes of this SOO, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this SOO.
May	The term denotes an advisory or permissible action per La. R.S. 39:1556(33).
Must	The term denotes mandatory requirements.
Proposal	A submission by the Proposer to enter into a Contract with CAHSD to supply the services described, in accordance with the SOO specifications.
Proposer	A firm, venture or individual who responds to this SOO. The successful Proposer responsive to this SOO is also described as the Contractor in this document.
Shall	The term denotes mandatory requirements per La. R.S. 39:1556(52).
Should	The term denotes a desirable action.
State	The State of Louisiana.
Will	The term denotes mandatory requirements.

1.5 Schedule of Events

Event	Date
SOO advertised and posted	Tuesday, April 28, 2026
Blackout period begins	Tuesday, April 28, 2026
Deadline for receipt of written inquiries	Tuesday, May 5, 2026, 4:00 p.m. CT
Deadline to answer written inquiries	Tuesday, May 12, 2026, 4:00 p.m. CT
Deadline for receipt of proposals and Proposal Opening	Thursday, May 28, 2026, 4:00 p.m. CT
Notice of Intent to award announcement, and 14-day protest period begins, on or about	Thursday, June 4, 2026
Contract execution, on or about	Wednesday, July 1, 2026

NOTE: Capital Area Human Service District (CAHSD) reserves the right to revise this schedule. Revisions, if any, before the deadline for receipt of proposals will be formalized by the issuance of an addendum to the SOO.

1.6 Proposal Submittal

Firms or individuals who are interested in providing services requested under this SOO must submit a proposal containing the mandatory information specified in the section. The proposal must be submitted electronically at <https://www.centralauctionhouse.com/main.php> or received in hard copy (printed) version by the SOO Coordinator on or before the date and time specified in the Schedule of Events. Fax or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Other Boozer, Procurement Specialist- SOO Coordinator
 CAHSD Fiscal Services
 Capital Area Human Services District
 12301 Coursey Blvd.
 Baton Rouge, LA 70816

1.7 Mandatory Qualifications of Proposer

Proposer is required to summarize expertise and experience in the marketing and prevention science field. Cite previous clients and projects.

CAHSD must find that the selected proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Has expertise using evidence-based prevention strategies.

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

1.8 Proposal Response Format

Proposal paper must be white paper and 8.5 inches by 11.0 inches in size. Pages must be single-sided and typed in black ink, single-spaced, using 12-point Times New Roman font, with all margins (i.e., left, right, top, bottom) at least one inch each. Pages should be typed with one column per page and should be numbered consecutively from beginning to end so that information can be located easily during review. Page limit is not to exceed 15 pages, not including attachments.

1.9 Cover Letter

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

1.10 Certification Statement

The Proposer must sign and submit Attachment I: Certification Statement.

1.11 Proposal Content

1.12 Executive Summary

This section serves to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet CAHSD's overall requirements in the timeframes set by the agency. It should include a positive statement of compliance with the SOO terms. If the Proposer cannot comply with any of the terms, an explanation of each exception should be supplied.

1.13 Corporate Background and Experience

The Proposer shall give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited. This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers. Proposers should clearly describe their ability to meet or exceed the qualifications in this SOO.

1.14 Approach and Methodology

The Proposer should:

- Provide Proposer's understanding of the nature of the project/scope of services and how its proposal will best meet the needs of CAHSD.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Define its functional approach in providing the services.
- Describe the approach to project management and quality assurance.
- Summarize methodology to track results.

- Provide a proposed project work plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

1.15 Proposed Project Staff

The Proposer shall provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project. This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes. Proposers should clearly describe their ability to meet or exceed the qualifications in this SOO.

A. Staffing Requirements will include:

1. Case Manager - Duties include: Conduct street outreach as scheduled by Program Director; Make face-to-face contacts with individuals living on the streets; Establish rapport to engage participants with services; Contact/link participants with providers for homeless services; Review referrals and assess program eligibility through Coordinated Entry; Complete intake and initial assessment of services needed; Develop and monitor housing plans through HMIS entries/utilization; Assure participant assistance is provided within budget guidelines; Maintain contact with participants; Assist with developing monthly budgets, where applicable, for participants; and Assist participants in obtaining community support, resources, and services.
2. Outreach Worker - Duties include: Conduct street outreach as scheduled by Program Director; Document outreach contacts; Notify Case Manager of needed participant assessments; Establish rapport to engage participants with services; and Contact/link participants with providers for homeless services.
3. SOAR Benefits Specialist - PATH local provider staff must include at least one SSI/SSDI Outreach, Access, and Recovery (SOAR) Benefits Specialist who is responsible for assisting PATH participants with SSI/SSDI applications. Additional information is available at <https://soarworks.prainc.com/>. Duties include: Complete interviews with individuals to gather information to complete SSI/SSDI applications; Gather medical records and other information to complete SSI/SSDI applications; Write SOAR Medical Summary Reports for individual applications; Accompany individuals to appointments at the Social Security Administration; Coordinate visits to medical doctors, psychiatrists, and other specialists to obtain evidence for the application; Conduct follow up until benefits are approved and received.
4. Program Director - Provides administrative oversight for the PATH program and is responsible for supervising and monitoring all aspects of the program including ensuring correct staffing, providing quality assurance, responding to concerns and feedback from program participants, compiling and reporting program outcomes. (Match Requirement)
5. Intake Coordinator - Completes Coordinated Entry intakes and data entry to assist with identifying participants' housing needs. (20% Match Requirement)

B. Staff Orientation and Training - Orientation and annual training shall be provided by the contractor to all contract staff. Training must include client rights, professional boundaries, abuse/neglect policy

and reporting procedures, crisis intervention, accessing community resources, First Aid & CPR, management of aggressive behavior, street outreach guidelines, the contract statement of work, the program's policies and procedures, cultural competency and multicultural sensitivity, as well as signs and symptoms of serious mental illnesses and substance use disorders. The contractor must train all contract personnel in the principles and service delivery techniques associated with the Recovery Oriented System of Care model which is a priority of SAMHSA. Contract staff shall be responsible for knowing the information provided through the following links:

<https://www.samhsa.gov/communities/homelessness-programs-resources/grants/path>
<http://www.samhsa.gov/homelessness-programs-resources/grant-programs-services/path>
<https://www.ssa.gov/blog/en/posts/2024-01-18.html>

Part 2: REQUESTED SCOPE OF SERVICES

1. Outreach services to those with serious mental illness who are experiencing homelessness or in danger of becoming homeless.
2. Case management services including preparing and implementing a plan for the provision of community mental health services to eligible homeless individuals, and reviewing such plan no less than once every three months.
3. Assistance in obtaining and coordinating social and maintenance services for eligible individuals who experience homelessness, including services related to daily living activities, peer support, personal financial planning, transportation, habilitation and rehabilitation, prevocational and vocational training, and housing.
4. Assistance to eligible individuals who experience homelessness in obtaining income support services, including housing assistance, food stamps, and supplemental security income benefits.
5. Referral services to eligible individuals who experience homelessness for such other services as may be appropriate.
6. Referrals for primary health services, job training, educational services, and relevant housing services including use of peer providers to help to assure that these services are successfully accessed by homeless individuals with serious mental illness(s) and/or co-occurring disorders

2.1 Population Served And Referral Process

A. Population Served: The program serves homeless individuals with serious mental illness who because of the severity of their illness or transient existence do not avail themselves of traditional mental health treatment services. They are often seen living on the street or in places not ordinarily used as sleeping accommodations for human beings. Service criteria include: Adults 18 years of age or older who are within CAHSD's seven-parish service area; Are known to have or who by their behavior would appear to have a serious mental illness with or without co-occurring substance use; and Are homeless or living in places not typically used for housing or who are at imminent risk of becoming homeless.

B. Referral Process: Potential service recipients, also known as participants or consumers, may be identified and referred to the contractor by CAHSD staff, local public authorities or service organizations, and the contractor may identify potential consumers through the outreach services on streets, to shelters, soup kitchens, police departments, mental health

programs, local emergency rooms, group homes and other locations that are congregate sites for homeless individuals.

2.2 Program Goals And Service Requirements

A. Program Goals:

The goal of the PATH program is to obtain housing, along with mental health or co-occurring mental health and substance use treatment services, for adults who are homeless or at risk of homelessness.

B. Program Services:

1. **PATH Local Provider Intended Use Plan (IUP)** - Contractor provides services according to the approved IUP (see Attachments A and B of this Statement of Work) for the current federal fiscal year and operates according to applicable local, state, and federal laws. The contractor utilizes current information on CAHSD facility and program names, addresses, phone numbers, fax numbers, hours of operation, and descriptions of services in order to provide information and referral services to program participants <http://www.cahsd.org/>. Contractor utilizes a comprehensive database of current resources, such as <https://www.louisiana211.org/> that provide assistance (e.g., food, clothing, shelter, and financial help) to individuals residing in the CAHSD geographical service area in order to provide information and referral services to program participants. The contractor needs to attend all required meetings including the quarterly statewide PATH meeting/ conference call held by the Louisiana Department of Health-Office of Behavioral Health (LDH-OBH) and the quarterly regional contract providers meeting/ conference call held by CAHSD. Contractor acknowledges and responds to emails from CAHSD within one business day.

2. **PATH Eligibility Determination and Enrollment** - PATH staff observe and talk with potential participants and individuals are determined to be PATH-eligible when they report criteria that meet the Public Health Service Act definitions of experiencing literal homeless or imminent risk of homelessness AND report or display symptoms that meet the definition of Serious Mental Illness with or without co-occurring substance use. Individuals experiencing only substance use disorders are not eligible for PATH services. PATH Enrollment occurs when an individual is determined to be PATH-eligible, agrees to receive services, and PATH staff have opened a case file, that includes at a minimum: basic demographic information for reporting; documentation of the determination of PATH eligibility; documentation of the mutual agreement for the provision of services, and documentation of services provided.

3. **Environmental Support Services** - Contractor assists PATH eligible consumers in accessing and/or maintaining services available in the community to the general public or services identified for mentally ill consumers. Contractor will access available funds to assist consumers with payments for emergency shelter, short term rent subsidies, security and service deposits, and rent to avoid eviction.

4. **Case Management** - Contractor assists PATH enrolled consumers in identifying service needs to reduce or prevent homelessness and accessing the appropriate services and supports. Contractor shall maintain appropriate documentation to substantiate consumer service needs, consumer self-determination regarding service acceptance, action taken by the contractor's staff to address the same, and disposition of service referral. Contractor shall develop mechanisms and procedures to assure the physical and emotional support needed for the consumer to access community services.

Contractor will assist the consumer in establishing or re-establishing self-sufficiency, interdependence and self-determination. As appropriate, staff will: Assist in networking with family members and significant others; Educate consumers on practical approaches to coping with daily living demands, including personal financial planning, transportation services, habilitation and rehabilitation services, prevocational and vocational services, and housing services; Provide support to the consumer in developing skills in decision-making and self-determination; Assist consumers in obtaining income support services, including housing assistance, food stamps, and supplemental security income benefits; Refer consumers to primary health services, mental health, and substance use treatment services, job training, educational services, and relevant housing services.

5. Continuity of Operations – Contractor shall Provide a written Business Continuity & Disaster Preparedness Plan that describes continued staffing and service delivery to consumers during disasters (<https://www.ready.gov/business>).

2.3 Record Keeping

A. Programmatic Records

1. Participant Files and Data - Contractor is required to enter all required data into the HUD Homeless Management Information System (HMIS) administered by the designated Continuum of Care Program, the PATH Data Exchange (PDX), and/or other data collection system as required by Louisiana's PATH Primary State Contact for outcomes evaluation purposes. Contractor shall maintain a policy and procedure manual in order to: ensure standardization of work and fidelity to the applicable certification requirements; set clear expectations for staff and volunteers; protect consumers' rights; and outline ethical standards for the service.
2. Personnel - Contractor shall maintain staff and volunteer records that include and are not limited to: Written job descriptions including minimum qualifications; Validation of references and credentials; Background checks; Signed confidentiality acknowledgment statements; Annual performance evaluation; Documented orientation and in-service training; Personnel actions/employee response.

B. Fiscal Records

1. Contractor shall employ time-keeping, record-keeping, and receipt procedures that will provide an audit trail. Appropriate financial documentation for invoices must be submitted monthly to CAHSD. CAHSD is responsible for the technical direction of the contract which includes receiving and accepting all reports relative to services, financial documentation and verification, and other reports as requested. Notwithstanding any other terms of this contract, failure of the contractor to submit required reports when due, or failure to perform or deliver required work or services will result in the withholding of payments under the contract.
2. Contractor shall have an annual audit conducted by an independent certified public accountant, and it must be submitted within six months of the end of the contractor's business year. Two copies of the audit should be sent to LDH-Fiscal Management (P.O. Box 91117, Baton Rouge, LA 70821-3797) and two copies to CAHSD-Administration (12301 Coursey Blvd, Baton Rouge, LA 70816). By law, seven copies (six bound and one unbound) of the audit must also be submitted to the Office of the Legislative Auditor (P.O.

Box 94397, Baton Rouge, LA 70804). All audit copies must be submitted prior to the renewal of the contract and/or provision of any services for the contract period. The cost of the audit is the responsibility of the contractor.

2.4 Quality Assurance

Contractor agrees to establish a Quality Improvement Program in a format to be approved by CAHSD. The Contractor shall establish a Quality Improvement Committee which shall meet, no less frequently than semiannually, to review results of monitoring and to plan indicated corrective actions. Summary results of program evaluation will be reviewed annually by the Contractor's Governing Body.

2.5 Outcomes

Contractor shall submit the following data and documentation of services provided along with the corresponding monthly invoice for reimbursement.

- A. Process Outcomes: Number of outreach contacts made; Number of persons determined to be PATH eligible; Number of persons enrolled in the PATH program.
- B. Programmatic and Consumer Outcomes: The projected number of adult clients to be contacted during FY 2027-2028 is 425. 45% of those contacted will be enrolled in PATH funded services. 60% of clients served with PATH funds are projected to be literally homeless.

2.6 Corporate Compliance

Capital Area Human Services District (CAHSD) is committed to conducting itself as a good organizational citizen by promoting an organizational culture that emphasizes commitment to compliance with the law. As an organization, CAHSD is committed to preventing fraud, abuse, and waste while furthering its mission. This commitment extends to every aspect of business as well as every work-related activity of staff, employees, contractors, and individuals with responsibility pertaining to the ordering, provision, marketing, documentation, and billing of services reimbursable by federal, state, or private health care programs.

The commitment further extends to the preparation of claims, reports, or other documentation for reimbursement for items or services according to the statutes, regulations, and written directives of Medicare, Medicaid, private health insurance, and all other federal health care programs (as defined in 42 U.S.C. x 132017b (f), hereinafter collectively referred to as "Federal Health Care Programs"). CAHSD is also committed to ensuring that it complies with the requirements of all federal and state programs from which it receives funding above and beyond the Federal Health Care Programs. And, CAHSD is committed to compliance with the Federal False Claims Act (31 USCS 37293734, 1994).

The Corporate Compliance Policy provides standards of conduct and internal control systems that are reasonably capable of preventing violations of any law, whether criminal or noncriminal, for which CAHSD is, or would be, liable.

2.7 Proposal Clarifications Prior to Submittal

2.7.1 Pre-proposal Conference

Not required for this SOO.

2.7.2 Proposer Inquiries

Written questions regarding SOO requirements or Scope of Services must be submitted to the individual listed below who is the sole contact for this SOO. Inquiries may be submitted via the LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>; the Central Auction House website <https://www.centralauctionhouse.com/main.php> or via email; no other form of inquiries will be addressed.

Other Boozer, Procurement Specialist- RFP Coordinator
CAHSD Fiscal Services
Capital Area Human Services District
12301 Coursey Blvd.
Baton Rouge, LA 70816
Email: cahsaccounting@la.gov

Written inquiries must be received by the date and time specified in the Schedule of Events. The Agency shall reserve the right to modify the SOO should a change be identified that is in the best interest of the Agency. Official responses will be posted by the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and <https://www.centralauctionhouse.com/main.php>

Only the CAHSD Procurement Analyst – SOO Coordinator has the authority to officially respond to a Proposer's questions on behalf of the Agency. Any communications from any other individuals shall not be binding to the Agency.

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

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg. Help scripts are available on

OSP website under vendor center at:
<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

2.8 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the Agency involved in any step in the procurement process about the affected procurement. The blackout period applies not only to Agency

employees, but also to any contractor of the Agency. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this SOO. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded. In those instances, in which a prospective Proposer is also an incumbent contractor, the Agency and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the Agency and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement. Any bidder, Proposer, or Agency contractor who violates the blackout period may be liable to the Agency in damages and/or subject to any other remedy allowed by law. Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder. Notwithstanding the foregoing, the blackout period shall not apply to: A protest to a solicitation submitted pursuant to La. R.S. 39:1671; Duly noticed site visits and/or conferences for bidders or Proposers; Oral presentations during the evaluation process; or Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the SOO.

2.9 Error and Omissions in Proposal

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

2.10 Changes, Addenda, Withdrawals

The Agency reserves the right to change the schedule of events or revise any part of the SOO by issuing an addendum to the SOO at any time. It shall be the responsibility of the Proposer to check the website for addenda to the SOO. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and <https://www.centralauctionhouse.com/main.php>

2.11 Withdrawal of Proposal

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

2.12 Waiver of Administrative Informalities

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

2.13 Proposal Rejection/SOO Cancellation

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

2.14 Ownership of Proposal

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

2.15 Cost of Offer Preparation

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

2.16 Veteran and Hudson Initiative Programs Participation

Not applicable for this SOO.

2.17 Taxes

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

2.18 Determination of Responsibility

Determination of the Proposer's responsibility relating to this SOO shall be made according to the standards set forth in LAC 34:2536. The Agency must find that the selected Proposer: Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance; Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them; Is able to comply with the proposed or required time of delivery or performance schedule; Has a satisfactory record of integrity, judgment, and performance; and, Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

2.19 Use of Subcontractors

The Agency shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the SOO and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract. If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this SOO shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work. Unless provided for in the contract with the Agency, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the Agency.

2.20 Written or Oral Discussions/Presentations

Are as defined in this SOO for the purposes of Proposer inquiries and responses; any and all addendums to the SOO; and as is required during contract negotiation with the successful proposer(s).

2.21 Acceptance of Proposal Content

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

2.22 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the Agency, which will determine the proposal most advantageous to the Agency, taking into consideration price and the other evaluation factors set forth in the SOO. The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

2.23 Best and Final Offers (BAFO)

The Agency reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposer(s) selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the Agency in clarifying the scope of work or to obtain the most cost effective pricing available. The written invitation to participate in BAFO will not obligate the Agency to a commitment to enter into a contract.

2.24 Contract Award and Execution

The Agency reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The Agency reserves the right to contract for all or

a partial list of services offered in the proposals. The SOO content, including any addenda added, and the selected proposal shall become part of the contract initiated by the Agency. The selected Proposer shall be expected to enter into a contract that is issued by the Agency. A Proposer shall not submit its own standard contract terms and conditions as a response to this SOO. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer. If the contract negotiation period exceeds five (5) business days, or if the selected Proposer fails to sign the final contract within five (5) business days of delivery, the Agency may elect to cancel the award and award the contract to the next-highest-ranked Proposer. It is the intent of the Agency to issue a standard Agency contract as written by the Agency for the provision of these services.

2.25 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) with the highest score(s). The Agency will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly. This notification shall be posted to the LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm> and the Central Auction House website <https://www.centralauctionhouse.com/main.php>. This notification shall serve as official notification to all bidders/proposers of the final outcome of the SOO. The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1, et seq.), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued. Any person aggrieved by the proposed award has the right to submit a protest in writing to the Agency's Executive Director within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract. The award of a contract shall be subject to the approval of the Agency. The Agency reserves the right to make multiple awards.

2.26 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or SOO awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

2.27 Insurance Requirements for Contractors

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

2.27.1 Contractor's Insurance

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

2.27.2 Minimum Scope and Limits of Insurance

2.27.2.1 Workers Compensation

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

2.27.2.2 Commercial General Liability

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

2.27.2.3 Professional Liability (Errors and Omissions)

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

2.27.2.34 Automobile Liability

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

2.27.2.5 Cyber Liability

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

2.27.3 Deductibles and Self-Insured Retentions

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

2.27.3.1 Other Insurance Provisions

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

2.27.3.2 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

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

2.27.3.4 All Coverages
All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

2.27.3.5 Acceptability of Insurers
All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located (State of Louisiana). Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

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

Capital Area Human Services
District 12301 Coursey Blvd.
Baton Rouge, Louisiana 70816

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

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

2.27.3.7 Subcontractors

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

2.27.3.8 Workers Compensation Indemnity

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

2.27.3.9 Indemnification and Limitation of Liability

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the Agency and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Agency. If applicable, Contractor will indemnify, defend and hold the Agency and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the Agency in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the Agency shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Agency or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

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

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

2.28 Electronic Vendor Payment Solutions

The Agency desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the Agency's bank to the payee's bank. Please see the links for additional information regarding electronic payment methods and registration: <https://www.doa.la.gov/pages/osp/vendorcenter/vendorregn.aspx>

and <https://www.doa.la.gov/media/2xlpqc3u/a-4-eft-enrollment-form.pdf>.

2.29 Termination

2.29.1 Termination of the Contract for Cause

Agency may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the Agency shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure

and thereafter proceeded diligently to complete such correction, then the Agency may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Agency to comply with the terms and conditions of the contract provided that the Contractor shall give the Agency written notice specifying the Agency's failure and a reasonable opportunity for the Agency to cure the defect.

2.29.2 Termination of the Contract for Convenience

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

2.29.3 Termination for Non-Appropriation of Funds

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

2.30 Assignment

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

2.31 Right to Audit

The Agency, the Louisiana Legislative Auditor, federal auditors, and internal auditors of the Louisiana Department of Health or the State's Division of Administration, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

2.32 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor,

or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

2.33 Record Ownership

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

2.34 Entire Agreement/Order of Precedence

The contract, together with the SOO and addenda issued thereto by the Agency, the proposal submitted by the Contractor in response to the Agency's SOO, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter. In the event of any inconsistent or incompatible provisions, the signed agreement (excluding the SOO and the Contractor's proposal) shall take precedence, followed by the provisions of the SOO, and then by the terms of the Contractor's proposal.

2.35 Contract Modifications

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties. The Agency reserves the right to increase or decrease the scope of service to that which is needed for changes in scope and or size of business practices. During emergencies or extenuating circumstances (fire, hurricanes, tornadoes, etc.), the agency reserves the right to make changes to service sites, service delivery and service methods.

2.36 Substitution of Personnel

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the Agency. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Agency or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the Agency's or Contractor's reasonable control, as the case may be, the Agency or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delay in completing tasks. The Contractor will make every reasonable effort to attempt to assign the personnel listed in his proposal.

2.37 Governing Law

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

2.38 Claims or Controversies

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

2.39 Code of Ethics

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

2.40 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

2.41 Prohibition of Discriminatory Boycotts of Israel

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

Part 3: EVALUATION AND SELECTION

3.1 Evaluation Team

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

3.2 Administrative and Mandatory Screening

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

3.3 Clarification of Proposals

CAHSD reserves the right to seek clarification of any proposal to identify and eliminate minor irregularities or informalities.

3.4 Evaluation and Review

Proposals will be evaluated based on information provided in the proposal. The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

Criteria	Maximum Score
UNDERSTANDING OF THE PROJECT <ul style="list-style-type: none"> Documented understanding of the purpose for which the proposal or offer is being made Thoroughness of proposal 	20
PROJECT REQUIREMENTS <ul style="list-style-type: none"> Organizational experience and work previously done in this area Reference to job descriptions of key personnel 	15
FUNCTIONAL APPROACH & METHODOLOGY <ul style="list-style-type: none"> Detailed description of work to be done Detailed schedule or target dates for completion of each task 	20
ORGANIZATIONAL STRUCTURE <ul style="list-style-type: none"> Appropriate number of qualified personnel allocated for project Clearly depicted lines of authority 	15
BUDGET COST <ul style="list-style-type: none"> Reasonable cost 	15
PROJECT EVALUATION <ul style="list-style-type: none"> Description of project management and quality assurance plan Description of tracking of results 	15
Total Score	100

3.5 Cost Evaluation

The Proposer with the lowest total cost shall receive 15 points. Other proposers shall receive cost points based upon the following formula.

$$BCS = (LPC/PC \times 15)$$

Where: BCS = Computed cost score (points) for proposer being evaluated

LPC = Lowest proposed cost of all proposers

PC = Total cost of proposer being evaluated

3.6 Announcement of Contractor

The Evaluation Team will compile the scores and make a recommendation to the Executive Director of CAHSD on the basis of the proposer with the highest score. CAHSD will notify the successful Proposer and proceed to negotiate terms for final contract.

3.7 Monitoring/Evaluation

Contractor agrees that all work performed under this contract shall be monitored by CAHSD, LDH-OBH, and SAMHSA. Onsite review of contractual performances shall be conducted quarterly, or more frequently as necessary. Reviews of submitted invoices and documentation

of services (i.e., contractual performance) shall be conducted quarterly, or more frequently as necessary. Contractor shall respond to corrective actions indicated as necessary within time frames stipulated by CAHSD. The proposer is expected to carry out program research, design, and implementation in consultation with CAHSD. Program deliverables are expected to conform to standard technical requirements to ensure successful implementation.

Note: The selected proposer/contractor must be or become an active member of the Louisiana Balance of State Continuum of Care (LA BOSCO) which is Louisiana's largest coalition to end homelessness and is responsible for the Coordinated Entry process required for individuals to access HUD-funded homeless housing (<https://laboscoc.org/home>). Proposers are required to be or become a member of the Continuum of Care (CoC). If already, a member of CoC then submit a Letter of Certification from the CoC and a Letter of Compliance from HIMS Lead.

If proposer is not a member and get selected for the contract, letters should be obtained before executing:

- CoC – letter indicating that provider has made acceptable arrangements to become a full participant in the CoC.
- HMIS – letter indicating that provider has made acceptable arrangements with HMIS Lead to become fully compliant.

3.8 Contract Award Amount

Awards in the form of a contract will not exceed \$133,579 with a cash match requirement of \$44,526 for the project period of July 1, 2026 – June 30, 2027 (33% in-kind/cash match of the total contract budget is a federal requirement).

3.9 Billing and Payment

Payment will be made to awarded contractor upon receipt of approved cost reimbursement invoices and documentation to support the deliverables defined in the statement of work. Contractor shall not bill more than one twelfth of the total contract amount per month unless prior approval to do so is granted by CAHSD. All monthly invoices are due by the fifth (5th) day of the following month. Services must be billed on a typed invoice form completed by Contractor; original documents must be signed and dated in blue ink. Contractor shall not bill for work times and dates during which Contractor is receiving compensation from another private, state, or federal funding source. Supporting documentation must include the unduplicated number of persons served during the month and the cumulative unduplicated number of persons served from the start of the contract. Contractor is obligated to submit final invoice to CAHSD within five (5) days after termination date of contract.

3.9 Confidentiality

All financial, statistical, personal, technical and other data and information relating to CAHSD's operation which are designated confidential by CAHSD and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to CAHSD. The identification of all such confidential data and information as well as CAHSD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by CAHSD in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are

deemed by CAHSD to be adequate for the protection of CAHSD's confidential information, such methods and procedures may be used, with the written consent of CAHSD, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of CAHSD.

ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Solicitation of Offer (SOO), including attachments.

OFFICIAL CONTACT. The Agency requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered.

(Print or Type Clearly).

Official Contact Name & Title:

E-mail Address:

Phone & Fax Numbers (with Area Code):

U.S. Mailing Address (with City/State/Zip):

Proposer certifies that the above information is true and grants permission to CAHSD to contact the above named person or otherwise verify the information provided. By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this SOO is accurate;
2. Proposer complies with each of the mandatory requirements listed in the SOO and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this SOO.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have five (5) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov> .)

Authorized Representative Name (Typed or Printed):

Title:

Company Name:

Organization U.S. Mailing Address (with City/State/Zip):

Signature of Proposer's Authorized Representative

Date

PATH NOFO Expectations

All PATH providers should be collecting PATH client data through the Homeless Management Information System (HMIS) or other system approved by SAMHSA that supports interoperability with the local HMIS.

Participation in HMIS provides a platform for coordinating care and improving client access to mainstream programs and housing resources. This practice is effective in reducing duplicative intakes by numerous agencies within the Continuum of Care (CoC), thus increasing productivity and reducing service costs. It also helps enhance service providers' understanding of clients' needs. Use of HMIS for PATH enables SAMHSA to report reliable and consistent data on the performance of the PATH program. SAMHSA will continue to partner with the U.S. Department of Housing and Urban Development (HUD) to support states and providers in collecting data through HMIS.

Local Area Provider IUPs

Please start all IUPs with this heading:

**Name of Human Service District/Authority (LGE)
Name of Contract Agency (Provider)
Local Provider Intended Use Plan
Fiscal Year 2026-2027**

This section should only include information in response to the items below.

Local Area Provider Description – Provide a brief description of the provider organization receiving PATH funds, including name, type of organization, region served, and the amount of PATH funds the organization will receive.

Collaboration with HUD CoC Program – HUD's Continuum of Care (CoC) Program is designed to promote communitywide commitment to the goal of ending homelessness by providing funding for efforts by nonprofit providers and State and local governments and promoting access to mainstream programs by homeless individuals and families. Describe the organization's participation with local HUD CoC recipient(s) and other local planning activities and program coordination initiatives, such as coordinated entry activities. If the organization is not currently working with the CoC(s), briefly explain the approaches to be taken by the organization to collaborate with the CoC(s) in the areas where PATH operates.

The response to this section must have supported documentation.

- **CoC letter of Certification:** a signed letter from CoC certifying that the recipient's project will fill an identified need or needs in the project's service area AND that the recipient EITHER (1) is a full participant in the CoC according to the CoC's policies and procedures OR (2) has made acceptable arrangements to become a full participant in the CoC.

- **HMIS letter of Compliance:** a signed letter from HMIS Lead certifying the recipient EITHER (1) is fully compliant with the CoC's HMIS policies, procedures, and requirements, (2) is not currently compliant but making satisfactory progress towards returning to compliance, or (3) has made acceptable arrangements with HMIS Lead to become fully compliant .

Collaboration with Local Community Organizations – Provide a brief description of partnerships and activities with local community organizations that provide key services (e.g., outreach teams, primary care, mental health, substance use, housing, employment) to PATH-eligible clients, and describe the coordination of activities and policies with those organizations. Provide specific information about how coordination with other outreach teams will be achieved.

Service Provision – Describe the organization's plan to provide coordinated and comprehensive services to PATH-eligible clients, including:

- How the services to be provided using PATH funds will align with PATH goals and maximize serving the most vulnerable adults who are literally and chronically homeless, including those with COD, to obtain housing and mental/substance use disorder treatment services and community recovery supports necessary to assure success in long-term housing;
- Any gaps that exist in the current service systems;
- A brief description of the current services available to clients who have a COD; and
- A brief description of how PATH eligibility is determined, when enrollment occurs, and how eligibility is documented for PATH enrolled clients.
- **Housing:** Indicate the strategies that will be used for making suitable housing available for PATH clients (i.e., indicate the type of housing provided and the name of the agency).

Client Information: Describe the demographics of the client population, the projected number of adult clients to be contacted and enrolled, and the percentage of adult clients to be served using PATH funds who are literally homeless.

Consumer Involvement: Describe how individuals who experience homelessness and have serious mental illness, and their family members, will be meaningfully involved at the organizational level in the planning, implementation, and evaluation of PATH-funded services. For example, indicate whether individuals who are PATH-eligible are employed as staff or volunteers or serve on governing or formal advisory boards. See Appendix H – Guidelines for Consumer and Family Participation.

New Guidance for 2026:

SAMHSA encourages PATH providers to provide a community re-entry process for eligible individuals with a history of incarceration, specifically focusing on providing support for housing services and behavioral health services.

PATH providers should implement services in alignment with the Administration's ***Executive Order on Ending Crime and Disorder on America's Streets***, which may include:

- Evidence-based interventions to assist individuals with SMI or COD at imminent risk of homelessness transitioning from hospitals, crisis care facilities, jails and prisons into the community, such as Critical Time Intervention (CTI)
- Strengthening coordination and collaboration with Homeless Courts, Mental Health Courts, Care Courts, and other judicial entities involved in diversion from incarceration where appropriate for public safety and in enforcing state Assisted Outpatient Treatment (AOT) or other civil commitment laws
- Building and enhancing partnerships with state and local housing authorities to improve access to supportive housing for individuals with SMI or COD experiencing homelessness

Changes for 2026:

All references to gender have been replaced with binary biological sex, and reference to Housing First are modified to reflect that is approach is not an allowable use of funds. No racial preferences or other forms of racial discrimination by the recipient, including activities where race or intentional proxies for race may be used as a section criterion for employment or program participation.

NOTE: Providers must submit their budget and budget narrative using WebBGAS.

BUDGET CATEGORIES

List PATH Federal funds in column 1 and non-federal (i.e., state and local) funds in column 2. In column 1, provide budget detail by object class category (i.e., personnel, fringe, travel, equipment, supplies, contractual, etc.) for PATH Federal funds only.

Prepare a separate budget narrative that provides further detail regarding PATH Federal and match (i.e., state and local) funds requested for each object class category. Submit budgets for the local provider agency within WebBGAS at: II. Executive Summary, 3. Intended Use Plans in WebBGAS.

Grant funds may only be used for expenses necessary to carry out PATH eligible services, including both direct and indirect costs.

All applications must have a detailed budget and budget narrative that explains the federal and the non-federal expenditures broken out by categories listed on WebBGAS.

The budget narrative must match the costs identified.

The budget narrative and justification must be consistent with and support the program narrative.

The budget narrative and justification must be concrete and specific. It must provide a justification on the basis of each proposed cost in the budget and how that cost was calculated. The same level of detail must be provided for matching funds. The basis of your estimates can be ongoing activities, market rates, quotations received from vendors, historical records, etc. but the proposed costs must be reasonable, allowable, allocable, and necessary to the supported activity.

Provide the following information for the budget narrative and justification in WebBGAS:

A. Staffing

Position – Provide the title of the position and an explanation of the roles and responsibilities of the position as it relates to the objectives of the award supported project under the comment section. The position must be relevant and allowable under the project.

Salary/Rate – The estimated annual salary.

Salaries should be comparable to those within your organization.

If the position is not being charged to the Federal award, but the individual is working on the project identify the salary/rate as an “in-kind” cost.

Percent of Time – The percentage of time that the position contributes to the project. Personnel cannot exceed 100% of their time on all active projects (including other Federal awards).

B. Fringe Benefits

Fringe benefits are allowances and services provided to employees as compensation in addition to regular salaries and wages.

C. Travel

Funds requested in the travel category should be only for project staff. Travel for consultants and contractors should be shown in the “Contract” cost category along with consultant/contractor fees. Because these costs are associated with contract-related work, they must be billed under the “Contract” cost category.

D. Supplies

Supplies are items costing less than \$5,000 per unit (federal definition), often having one-time use.

Provide the following information for the narrative and justification:

Items – list supplies by type, e.g., office supplies, postage, laptop computers. The justification must include an explanation of the type of supplies to be purchased and how it relates back to meeting the project objectives.

Calculation – describe the basis for the cost, specifically the unit cost of each item, number needed, and total amount.

Supply Cost Charged to the Award – provide the total cost of the supply items to be charged to the award during the budget period.

Sample Justification for Supplies

Office supplies, copies and postage are needed for general operation of the project.

The laptop computer and printer are needed for both project work and presentations for Project Director.

The projector is needed for presentations and workshops. All costs were based on retail values at the time the application was written.

Appendix H – Guidelines for Consumer and Family Participation

Applicants should have experience or a track record of involving mental health consumers and their family members. The applicant organization should have a documented history of positive programmatic involvement of recipients of mental health services and their family members. This involvement should be meaningful and span all aspects of the organization's activities as described below.

Program Mission – An organization's mission should reflect the value of involving consumers and family members in order to improve outcomes.

Program Planning – Consumers and family members are involved in substantial numbers in the conceptualization of initiatives including identifying community needs, goals and objectives, and innovative approaches. This includes participation in grant application development including budget submissions. Approaches should also incorporate peer support methods.

Training and Staffing – The staff of the organization should have substantive training in and be familiar with consumer and family-related issues. Attention should be placed on staffing the initiative with people who are themselves consumers or family members. Such staff should be paid commensurate with their work and in parity with other staff.

Informed Consent – Recipients of project services should be fully informed about the benefits and risks of services and make a voluntary decision, without threats or coercion, to receive or reject services at any time.

Rights Protection – Consumers and family members must be fully informed of all of their rights and responsibilities including in: information disclosure, choice of providers and plans, access to emergency services, participation in treatment decisions, respect and non-discrimination, confidentiality of healthcare information, complaints and appeals, and consumer responsibilities.

Program Administration, Governance, and Policy Determination – Consumers and family members should be hired in key management roles to provide project oversight and guidance. Consumers and family members should sit on all Board of Directors, Steering Committees and Advisory bodies in meaningful numbers. Such members should be fully trained and compensated for their activities.

Program Evaluation – Consumers and family members should be integrally involved in designing and carrying out all research and program evaluation activities. This includes determining research questions, designing instruments, conducting surveys and other research methods, and analyzing data and determining conclusion. Consumers and family members should also be involved in all submission of journal articles. Evaluation and research should also include consumer satisfaction and dissatisfaction measures.