

Louisiana Believes

REQUEST FOR PROPOSAL

21st Century Community Learning Centers

September 1, 2016 – August 30, 2019



CFDA # 84.287C
TITLE IV, Part B of ESEA

PROPOSALS DUE:
April 18, 2016 at 2:00 pm CST

March 2016

State Board of Elementary and Secondary Education

Mr. James D. Garvey, Jr.
President
1st BESE District

Dr. Holly Boffy
Vice President
7th BESE District

Ms. Kira Orange Jones
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Ms. Jada Lewis
6th BESE District

Mr. Thomas Roque
Member-at-Large

Mr. Lurie Thomason
Member-at-Large

Ms. Doris Voitier
Member-at-Large

For further information, contact:
Sheila Guidry, Executive Management Officer
Kenya D. Jenkins, Section Administrator
Louisiana Department of Education
Office of Grants Management
225-342-3900
Sheila.Guidry@la.gov or Kenya.Pierce@la.gov

The mission of the Louisiana Department of Education (LDOE) is to ensure equal access to education and to promote equal excellence throughout the state. The LDOE is committed to providing Equal Employment Opportunities and is committed to ensuring that all of its programs and facilities are accessible to all members of the public. The LDOE does not discriminate on the basis of age, color, disability, national origin, race, religion, sex, or genetic information. Inquiries concerning the LDOE's compliance with Title IX and other civil rights laws may be directed to the Deputy Undersecretary, LDOE, Exec. Office of the Supt., P.O. Box 94064, Baton Rouge, LA 70804-9064; 877.453.2721 or customerservice@la.gov. Information about the federal civil rights laws that apply to the LDOE and other educational institutions is available on the website for the Office of Civil Rights, USDOE, at <http://www.ed.gov/about/offices/list/ocr/>.

[Web-Only](#)

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

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Two (2) original copies, with original required signatures in blue ink, (NO STAPLES, BINDERS) and four (4) electronic copies on four (4) USB flash drives must be submitted. There should be 1 electronic copy per USB flash drive. A complete proposal packet shall be received by 2:00 PM CST on:

April 18, 2016
at the LA Department of Education
Office of Management & Finance - Purchasing Section
5th floor (Suite 5-242)
1201 North 3rd Street
Baton Rouge, LA 70802

Or

Department of Education
Office of Management & Finance - Purchasing Section
5th floor (Suite 5-242)
P.O. Box 94064
Baton Rouge, LA 70802

Please note:

- The proposer is responsible for ensuring the proposal is received (time dated and stamped) at the Department by 2:00 PM CST on the due date.
- **Proposals received after the due date and time are considered late and will not be accepted.**
- The LDOE will not waive documents received after the due date or time via USPS or Federal Express. Please ensure any mailed documents are received on time as the LDOE will not confirm via email or phone if received on the due date.
- The LDOE will not waive documents received late onsite due to security measures at the Claiborne Building. Please allow ample time to arrive at the Claiborne Building to enter the 5th floor after going through security checkpoint..

**REQUEST FOR PROPOSAL
FOR
21st Century Community Learning Centers
September 1, 2016 – August 30, 2019**

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

(REV. 11/10/2014)

OVERVIEW OF LOUISIANA'S 21ST CENTURY COMMUNITY LEARNING CENTERS

1.1 Background

The 21st CCLC program provides funding to create community learning centers. For information on how 21st CCLC can be implemented, proposers are encouraged to review the USDOE website: <http://www2.ed.gov/programs/21stcclc/index.html>

1.1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from current, successful 21st Century Community Learning Centers Program (21st CCLC) providers, and eligible public and private schools and organizations interested in offering after-school services through 21st CCLC. Providers will be selected on a competitive basis.

1.1.2 Goals and Objectives

The goals and objectives for this RFP are that contractors must provide services that meet the federal Principles of Effectiveness; are expected to improve student achievement; are combined or coordinated with other federal, state, and local programs for the most effective use of public resources; and respond to identified community needs.

1.2 Definitions

A. Shall and Will- The terms "shall" and "will" denote mandatory requirements.

B. Must - The term "must" denotes mandatory requirements.

C. May and Can- The terms "may" and "can" denote an advisory or permissible action.

D. Should – The term "should" denotes a desirable action.

E. Contractor – Any person having a contract with a governmental body; the selected proposer.

F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

G. State- The State of Louisiana.

H. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

I. LDOE – Louisiana Department of Education

J. OSP – Office of State Procurement

K. Proposer – A firm or individual who responds to this RFP.

L. RFP – Request for Proposal

M. LEA- Local Educational Agency

N. STEM- Science, technology, engineering and math

O. Sesquiannual – Occurring every year and a half (18 months)

1.3 Schedule of Events

Date	Event
March 21, 2016	Public Release of RFP
Pre-proposal Conference	
March 24, 2016	LA Department of Education Claiborne Building Room 1-100 (LA Purchase Room) 1201 North 3rd Street Baton Rouge, LA 70802 10:00 am - Noon
Pre-proposal Conference	
March 31, 2016	Deadline for written inquiries via email only by 2:00 p.m. CST
April 7, 2016	Release of Q&A Responses via LAPAC website
April 18, 2016	21st CCLC RFPs due no later than 2:00 P.M. CST
May 2016	Notification of Application Status
May 2016 - June 2016	Budget Revisions/Contract Updates/Orientation for New Grantees
May 2016	Application Appeals
June 2016 or August 2016	BESE Approval of Recommended List
September 1, 2016	Contract Execution

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

1.4 Proposal Submission

Proposals must be received on or before (2:00 PM) Central Daylight Savings Time on the date specified in the Schedule of Events. Proposers mailing their proposals must 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:

Karen Evans, RFP Receiving Coordinator
Louisiana Department of Education
Office of Management and Finance
P. O. Box 94064
Baton Rouge, LA 70804-9064
Phone: (225) 342-3828
Email: Karen.Evans@la.gov

For courier delivery, the street address is **1201 North 3rd Street, 5th Floor, Suite 5-242 BR LA 70804-9064**. It is solely the responsibility of each proposer to assure that their proposal is delivered to the specified place and prior to the deadline for submission. Proposals which for any reason are not received timely will not be considered.

1.4.1 Mandatory Qualification for Proposer

Proposers must meet the following minimum qualifications at time of proposal deadline:

1. Provide a wide range of academic and personal enrichment services to students in schools that serve a high percentage of students from low-income families, and the families of these students.
2. Meet mandatory Eligibility Qualifications:

Local educational agencies (LEA), community-based organizations, faith-based organizations, other public or private entities, or a consortia of such agencies, organizations, or entities shall be eligible to receive funds to provide services to low-income students and their families. Individual public schools shall not submit a proposal. They must apply through an LEA or other eligible entities and will be funded in only one contract. Public charter schools are eligible to apply for 21st CCLC funding.

The federal statute requires each proposer to give notice to the community of its intent to submit a proposal, and to provide for public availability and review of the proposal and any waiver request after submission. The school library, a public notice, or the school's website might provide for this requirement. The proposer must provide clear and convincing evidence in the proposal that notice was given to the community and proposal was made available for viewing.

3. Score a minimum of 90 or higher on the evaluation criteria 1-7 on page 25.

1.5 Proposal Format

Proposer must submit a proposal in accordance to the checklist below and pg. 29, which shall include enough information to satisfy evaluators that the Proposer has the appropriate experience, and qualifications to perform the scope of services as described herein. Proposer must respond to all areas requested.

A. Cover Letter

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

B. Certification Statement

The proposer must sign and submit the Certification Statement shown in Attachment III.

- C. **A complete proposal consists of** all of the following items submitted in the following order. Proposers will not be allowed to alter or revise application documents after submission.

Required Documents
Checklist
Table of Contents
Cover Page (with original signatures in blue ink) and Board Resolution
Funding Priority Points (Form AA)
Certification Statement
Partnering Agencies Form - Form A
Memorandum of Understanding (MOU) Form – Form B
Private School Consultation Form - Form C
Private School Participating Schools Form - Form D
Program Summary Forms – Form E
Fiscal Manager/Bookkeeper Qualifications Form F
Budget Forms
Veteran/Hudson Initiative Form and Documentation
Program Narrative inclusive of Louisiana 21 st CCLC Performance Indicators Template
Two original copies and four (4) electronic copies on four (4) USB flash drives (1 electronic copy on each USB flash drive).

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

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

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

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

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors.

Points will be allocated based on the following criteria:

- the number of certified small entrepreneurship to be utilized
- the experience and qualifications of the certified small entrepreneurship(s)
- the anticipated earnings to accrue to the certified small entrepreneurship(s)

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

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

The statutes (R.S.39:2171 et. seq.) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/ss/ss.asp?doc=671504>; and the statutes (R.S.39:2001 et. seq.) concerning the Hudson Initiative may be viewed <http://legis.la.gov/ss/ss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <http://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg

may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd1.doa.louisiana.gov/OSP/LaPac/Vendor/VndPubMain.cfm?tab=2sp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

1.5.1 Number of Copies of Proposals

The State requests two (2) fully complete original signed copies of the proposal in blue ink, (NO STAPLES, BINDERS) and four (4) electronic copies on four (4) USB flash drives (should be submitted to the RFP Coordinator at the address specified). There should be 1 electronic copy per USB flash drive. The proposal must contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. **Entities applying must provide a copy of a board resolution granting such authority if a proposer is a corporation. The document must have been signed within the past 6-8 months.**

All copies will be retained for incorporation by reference in any contract resulting from this RFP.

1.5.2 Legibility/Clarity

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

1.6 Confidential Information, Trade Secrets, and Proprietary Information

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

by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the (*state agency*).

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

1.7 Proposal Clarifications Prior to Submittal

1.7.1 Pre-proposal Conference

Non-mandatory pre-proposal conferences will be held at the time and location on the Schedule of Events. It is recommended that prospective proposers participate in the conferences to obtain clarification of requirements of the RFP and to receive answers to relevant questions. Any entity intending to submit a proposal should have at least one duly authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conferences, the only official answer or position of the State will be stated in writing in response to written questions. Therefore, potential proposers should submit all questions in writing (even if an answer has already been given to an oral question). After the conference questions will be researched and the official response distributed in writing and/or posted on the Internet.

1.7.2 Proposer Inquiries

Inquiries: Written inquiries must be received by March 31, 2016 at 2:00 pm CST as specified in the Schedule of Events.

Responses: Official responses to all questions submitted by potential proposers will be posted by April 7, 2016.

Inquiries: Must be received by e-mail at: RFP_LDE@la.gov

The State will consider written proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Schedule of Events. The State reserves the right to modify the RFP must a change be identified that is in the best interest of the State.

To be considered, written inquiries and requests for clarification of the content of the RFP must be submitted to LDE RFP Coordinator at the above e-mail address by 2:00 p.m. CST on the date specified. Any and all questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the proposers will be posted by the date specified in the schedule of events at <http://www.prd1.doa.louisiana.gov/osp/lapac/pubmain.cfm>

Only the LDE RFP Coordinator has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

1.7.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.7.2 of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

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

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

Notwithstanding the foregoing, the Blackout Period shall not apply to:

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

1.8 Errors and Omissions in Proposal

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

1.9 Changes, Addenda, Withdrawals

State shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://www.prd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. It shall be the responsibility of the proposer to check the website for addenda to the RFP, if any.

1.10 Withdrawal of Proposal

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

1.11 Waiver of Administrative Informalities

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

1.12 Proposal Rejection/RFP Cancellation

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

1.13 Ownership of Proposal

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

1.14 Cost of Offer Preparation

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

1.15 Taxes

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

1.16 Determination of Responsibility

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

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

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

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

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

1.17 Use of Subcontractors

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements of no more than 40% of the total cost of the contract; however, they must acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer must include specific designations of tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

1.18 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. If presentations are required, initial scores may be revised using the same evaluation criteria listed in Section 3.1.

1.18.1 Best and Final Offers (BAFO)

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

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

1.19 Acceptance of Proposal Content

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

1.20 Evaluation and Selection

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

1.21 Contract Award and Execution

The State shall reserve the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. The State shall reserve the right to contract for all or a partial list of services offered in the proposals. The RFP and proposals of the selected Proposers shall become part of any contract initiated by the State. The selected Proposers shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment IV. In no event shall a Proposers submit its own standard contract terms and conditions as a response to this RFP. The Proposers should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposers. If the contract negotiation period exceeds 60 business days or if the selected Proposers fail to sign the final contract within 60 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.22 Notice of Intent to Award

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

The State reserves the right to make multiple awards.

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

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), 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 Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency.

The award of contract(s) shall be subject to the approval of the Division of Administration, Office of State Procurement

1.23 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity shall be authorized to reject a proposal 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 or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

1.24 Insurance Requirements

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

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

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

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

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

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

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

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

1.25 Indemnification and Limitation of Liability

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any

action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

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

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

1.26 Payment

Payment terms shall be negotiated with the successful Proposers.

1.27 Termination

1.27.1 Termination of the Contract for Cause

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

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

1.27.2 Termination of the Contract for Convenience

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

1.27.3 Termination for Non-Appropriation of Funds

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

1.28 Assignment

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

1.29 Audit of Records

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

1.30 Civil Rights Compliance

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

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

1.31 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 State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

1.32 Entire Agreement/ Order of Precedence

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

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

1.33 Contract Changes

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

1.34 Substitution of Personnel

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

1.35 Governing Law

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

1.36 Claims or Controversies

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

1.37 Code of Ethics

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

1.38 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 Secretary of State of Louisiana.

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

1.39 Outsourced Key Controls – Not Applicable

PART II: SCOPE OF WORK/SERVICES

2.1 Overview

Authorized under Title IV, Part B, of the Elementary and Secondary Education Act (ESEA), as amended, the specific purposes of the 21st CCLC program are to provide a wide range of academic and personal enrichment services to: (1) students who primarily attend schools eligible for school-wide programs under section 1114, or schools that serve a high percentage of students from low-income families, and (2) the families of these students. As per federal law, services must be based on specific student and community needs (e.g., income levels, educational levels, teen pregnancy rates, juvenile detention rates) that impact the target population.

The term “community learning center” means an entity that assists students in meeting state and local academic achievement standards in core academic subjects by providing students with opportunities for academic enrichment activities and a broad array of other activities before, and after school or periods when school is not in session (such as before and after school, on weekends, or during the summers). Contractors must provide enriched high-quality after-school programming.

Total Funding

The total funding to be released for this RFP is approximately \$18 million, contingent on Louisiana’s 2016 Federal Award for quality applications to operate a 21st CCLC program within the State of Louisiana.

The number of awards and the award amount will be based on the final U.S. Department of Education (USED) award notification and the number of quality proposals approved.

Size of Contracts

Applicants may request funds ranging from \$50,000 to \$800,000 Sesquiannual (eighteen months) based on need and proposed services to the target population.

- The minimum amount for a single proposal is \$50,000.
- The maximum amount for a single proposal is \$800,000.
- Proposers may use up to \$1500 per student.

The following formula will be used to calculate the funding amount: $\$1500 \times \# \text{ of students served} = \text{Total} + \frac{1}{2} \text{ Total} = \text{Total Award Amount}$

Example: $\$1500 \times 350 \text{ students} = 525,000 + 262,500 \text{ (1/2 of } 525,000) = \$787,500 \text{ for 18 month funding period}$

Regardless of the size of the grant, proposed costs must be REASONABLE AND NECESSARY to carry out the program’s purposes and objectives.

2.2 Period of Agreement

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about September 1, 2016 –August 30, 2019. The grant award will be for 36 months as the State has the right to contract for up to three years upon approval. Contractors will receive a three-year contract. However, continuance of the contract will be contingent upon the Contractor’s meeting performance as it relates to state and federal requirements.

2.3 Tasks and Services

21st CCLC Location

21st Century Community Centers shall be located in elementary or secondary schools or other similarly accessible facilities. In Louisiana, it is strongly recommended that the Contractor establish a center at the local elementary or secondary school to be served. An LEA may provide access to school facilities. However, Contractors’ programs that do not operate at a school site must still partner with the LEA and may be subject to a licensure requirement by the Louisiana Department of Social Services as a licensed child care facility.

All 21st Century Community Learning Centers must have a designated program office space with posted hours, locations, and activity schedules. The center does not have to be located in an elementary or secondary school, but if an alternative facility is selected, it must be as available and accessible to participants as the students’ local school, with resources such as computer labs, libraries, eating facilities, and recreational areas.

The program must have appropriate equipment, security, resources, and a clear strategy for the safe transport of students to and from the center and home.

The center must meet all OSHA, ADA, and other relevant federal and state facility requirements. In Louisiana, background checks shall be required for all staff working with students.

All potential 21st CCLC contractors must host site visits for LDOE staff to determine if facilities are conducive to providing safe/effective after-school program services.

Applicants should design the operating schedules of their programs to meet the needs of the targeted students and their adult family members. To best serve the children of working families, centers should establish consistent and dependable hours of operation. The minimum operation requirements are as follows:

Afterschool

- Programming must begin within two (2) weeks of the contract start date of September 1, 2016.
- Projects serving elementary school students must operate for a minimum of
 - eight to ten (8-10) hours per week (Monday through Friday)
 - three (3) days per week (Monday through Friday)
 - with a total of 250-300 hours per site
- Projects serving middle and high school students must operate for a minimum of
 - Six to eight (6-8) hours per week (Monday through Friday)
 - three (3) days per week (Monday through Friday)
 - with a total of 200-250 hours per site

In determining the program hours, afterschool programs should consider the time needed for students to transition from the regular school day to the afterschool program, including transportation time if the program is not on the school site. This transition time is not to be included in the program hours.

Summer

- Projects must operate for a minimum of:
 - three to four (3-4) weeks
 - four (4) hours per day (Monday through Friday)
 - three (3) days per week (Monday through Friday)

Other

Non-school day programs such as school breaks, weekends and holidays, must provide a minimum of four (4) hours per day and must be approved by LDOE 21st CCLC staff.

- a) Programs must make provisions for children to have nutritional snacks. Cash reimbursement from the U.S. Department of Agriculture (USDA) at the free rate is available for after-school programs located in areas where at least 50 percent of the school children qualify for free and reduced price meals. After-school programs in other areas may be reimbursed at the free, reduced price or paid rate depending on each individual child's eligibility. Where possible, programs must partner with local sponsors of Child Care Nutrition Programs approved by the LDOE. Information regarding the Child Care Nutrition Program can be found at www.louisianabelieves.com. After-school programs are strongly encouraged to include nutrition education as part of their instructional program.
- b) To ensure broad-based community involvement, all contractors must establish a local 21st Century Advisory Board composed of students, parents, teachers, community agencies, and other stakeholders. At least two meetings per year must be held, with minutes taken and attendance recorded. These documents must be submitted as part of the continuation progress report that is submitted to the state annually.
- c) All contractors must utilize the state's web-based tracking system, which documents all activities funded under the program. Contractors must annually participate in all state-sponsored training to utilize the system before the implementation of any contract activities.
- d) Contractors must comply with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA) to ensure their proposed community learning center program is accessible to persons with disabilities.

- e) Contractors must monitor the quality and effectiveness of the services offered. Programs must properly document attendance through daily sign-in and sign-out procedures and data entry in the state-approved web-based reporting systems. Attendance will be reviewed monthly. If programs are not meeting attendance projections, the contract is subject to reduction. Accurate data entry in all after-school programs is especially important. Erroneous or missing information will distort program outcomes and thus undermine the quality of the after-school program. Programs must ensure:
- Students and staff sign their names and time-in/ time-out correctly,
 - Teachers DO NOT sign students in and out daily,
 - Teachers DO NOT count students not in attendance at the program,
 - Parents sign students out if the student is checked out before the end of the program,
 - Data coordinators enter valid entries in the state-approved databases,
 - Providers must record/enter attendance for a date in which the program did operate,
 - Providers must enter all student demographic data,
 - Project Directors check that the recorded dates of attendance were indeed dates on which the program operated.

2.4 Deliverables

Each eligible organization that receives an award shall use the funds to carry out a broad array of before, or after-school activities (or activities during other times when school is not in session) that advance student achievement. Contractors shall provide activities within the following list:

- Remedial education activities and academic enrichment learning programs, including providing additional assistance to students to allow the students to improve their academic achievement; examples of activities that will help students meet Louisiana's student academic achievement standards, to include State Standards, STEM, ACT Prep, End of Course Testing, Advance Placement Test Prep, and scientifically based research that provides program effectiveness, Credit recovery for high school students;
- Mathematics and science education activities;
- Arts and music education activities;
- Entrepreneurial education programs;
- Tutoring services (including those provided by senior citizen volunteers) and mentoring programs;
- Programs that provide after-school activities for limited English proficient students that emphasize language skills and academic achievement;
- Recreational activities;
- Telecommunications and technology education programs;
- Expanded library service hours;
- Programs that promote parental involvement and family literacy. Adult family members of students participating in a community learning center may participate in educational services or activities appropriate for adults. In particular, local programs may offer services to support parental involvement and family literacy. Services may be provided to families of students to advance the students' academic achievement. However, programs shall be open only to adults who are family members of participating children. Activities targeting adult family members may take place during regular school hours, as these times may be the most suitable for serving these populations;
- Programs that provide assistance to students who have been truant, suspended, or expelled, to allow the students to improve their academic achievement; and
- Drug and violence prevention programs, counseling programs, and character education programs.

Table 1 - Objectives, Indicators, and Measures for 21st CCLC Programs

<p>Objective 1: Participants in the program will demonstrate increased academic achievement in reading and mathematics. Performance Indicator 1: Participants will show statistically significant progress in reading and mathematics scores as measured by the State Identified Assessment.</p>
<p>Objective 2: Participants will demonstrate improved homework completion and class participation in other subject areas such as technology, arts, music, theater, and sports. Performance Indicator 2: Students participating in the program will have a higher attendance rate and a change in their attitudes toward school as measured by after-school attendance data and student program surveys.</p>
<p>Objective 3: Participants in the program will demonstrate positive behavioral changes. Performance Indicator 3: Students participating in the program will show improvements in measures such as increase in attendance, decrease in disciplinary actions, less violence, and a decrease in other adverse behaviors as measured by SIS data, student program surveys, teacher surveys and focus groups.</p>
<p>Objective 4: The 21st CCLC program will provide services that benefit the entire community by including families of participants and collaborating with other agencies and non-profit organizations. Performance Indicator 4: The centers will offer enrichment and other support services for families of participants as measured by program sign-in sheets, partnership surveys, and the state annual performance report.</p>
<p>Objective 5: The 21st CCLC program will use the funding efficiently by coordinating and collaborating with other federal and state funding sources, agencies and other community projects to supplement and not supplant funds, to eventually become self-sustaining. Performance Indicator 5: All contractors will provide detailed sustainability plans as measured by the required state and federal annual performance reports.</p>

2.5 Scope of Work Elements

2.5.1 Functional Requirements

PRINCIPLES OF EFFECTIVENESS (FEDERAL REQUIREMENT)

Contractors must provide services that meet the federal Principles of Effectiveness; are expected to improve student achievement; are combined or coordinated with other federal, state, and local programs for the most effective use of public resources; and respond to identified community needs. Funding shall not supplant activities funded through the Minimum Foundation Program (MFP). Religious activities of any kind shall not be allowed. Contractors shall provide comprehensive youth activities based upon community needs and resources. Volunteer services must be identified in the budget as in-kind and must not be charged to the state by the Contractor. Programs will provide inclusive and supervised services based upon:

- a) an assessment of objective data regarding the need for after-school programs and activities in the schools and communities.
- b) an established set of performance measures aimed at ensuring the availability of high quality academic enrichment opportunities.

FISCAL MANAGER/BOOKKEEPER (Complete Form F) LEAs Do Not Need to Include this Form

Contractors must hire an individual to serve as a fiscal manager/bookkeeper to ensure accurate record keeping and appropriate supporting documentation. The LDOE has developed and requires minimum qualifications for LEA fiscal personnel. NON-LEA contractors other than a school district, city, or town must also meet the same criteria. The fiscal manager/bookkeeper must meet one (1) of the minimum qualifications below:

MINIMUM QUALIFICATIONS (Must meet **one** of the following)

1. A baccalaureate degree with a minimum of 24 hours of business-related courses, such as accounting, finance, or management.
2. A Certified Public Accountant licensed in Louisiana.
3. A Master's degree in Public or Business Administration.

See page 94 of the LAUGH Guide for those qualifications that the Department of Education requires. You may view the LAUGH Guide at the following: URL: <http://www.doe.louisiana.gov/lde/uploads/18078.pdf>

Contractors may use a third party vendor of their choice, such as Paychex, to issue payroll and ensure appropriate documentation of payroll expenditures.

2.5.2 Technical Requirements

All Louisiana 21st Century Community Learning Centers Program contractors will be required to adhere to all state and federal requirements. Providers will be evaluated annually.

Federal Requirements

The following regulations shall be applicable to Louisiana's 21st Century Community Learning Centers Program: The Federal Education Department's General Administrative Regulations 3rd Edition (EDGAR) in The Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The EDGAR regulations can be found on the U.S. Department of Education's web site: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.

Allowable Expenses

Project funds must be used for activities that directly support the accomplishment of the project purpose, priorities, and expected outcomes. All expenditures must be consistent with applicable state and federal laws, regulations, and guidance.

Examples of Allowable Expenditures

Each Contractor shall use the funds to carry out a broad array of before, or after-school activities (or activities during other times when school is not in session) that advance student achievement. Contractors shall provide activities within the following list:

1. Remedial education activities and academic enrichment learning programs, including providing additional assistance to students to allow the students to improve their academic achievement; examples of activities that will help students meet Louisiana's student academic achievement standards, to include State Standards, STEM, ACT Prep, End of Course Testing, Advance Placement Test Prep, and scientifically based research that provides program effectiveness, Credit recovery for high school students;
 - a. Mathematics and science education activities;
 - b. Arts and music education activities;
 - c. Entrepreneurial education programs;
 - d. Tutoring services (including those provided by senior citizen volunteers) and mentoring programs;
 - e. Programs that provide after-school activities for limited English proficient students that emphasize language skills and academic achievement;
 - f. Recreational activities;
 - g. Telecommunications and technology education programs;
 - h. Expanded library service hours;
2. Programs that promote parental involvement and family literacy. Adult family members of students participating in a community learning center may participate in educational services or activities appropriate for adults. In particular, local programs may offer services to support parental engagement and family literacy. Services may be provided to families of students to advance the students' academic achievement. However, programs shall be open only to adults who are family members of participating children. Activities targeting adult family members may take place during regular school hours, as these times may be the most suitable for serving these populations;
3. Programs that provide assistance to students who have been truant, suspended, or expelled, to allow the students to improve their academic achievement;
4. Drug and violence prevention programs, counseling programs, and character education programs; and
5. Salaries: For 21st CCLC Project Director, Program Manager, and Site Coordinators (**reasonable and in line with industry standard**) Tutors and Paraprofessionals;
6. Contractors;
7. Independent evaluator;
8. Criminal Background Checks;
9. Supplies and materials required for the 21st CCLC program;(Program Curriculum must be approved by LDOE prior to purchase)
10. Computer hardware and software required for the 21st CCLC program upon LDOE approval;
11. Travel to LDOE approved/required 21st CCLC trainings, conferences, and workshops;
12. Transporting students home following 21st CCLC activities;
13. Rent – Prorated and upon LDOE approval;
14. Utilities – Prorated and upon LDOE approval;
15. Parent Involvement Activity costs (including meeting supplies cost of guest speakers, etc....);
16. Educational field trips: **Upon LDOE approval** – must have the ability to improve students' grades, State Testing and or bring awareness to college and careers. Lesson plans, sample student surveys, and sample student essays are required;
17. Advertisement: Only for the recruitment of personnel required for the performance of a Federal award and the procurement of goods and services for the performance of a Federal award;
18. Game systems and game cartridges – **May be allowable upon prior written approval of LDOE.**

Other Use of Funds

A Contractor receiving a 21st Century Community Learning Centers contract will be held accountable for contract expenditures described within the Budget Summary and Budget Detail forms (see pages 41-42) submitted to the LA Department of Education. Program funds must be used to supplement and not supplant other federal or state funds. As a guideline, the contractor may use funds for the following:

- Before, after-school, and summer activities that promote student achievement - Contractors shall use the funds to carry out a broad array of after-school and summer activities that advance student achievement. Allowable costs shall include program staffing, facilities, equipment, supplies, curricula, professional services, transportation, etc. Contractors shall provide allowable activities outlined in Section 2.5.2(1) above of the RFP. Expenditures must be fully justifiable and linked to objectives and activities of the program. Equipment requests must be fully justified and linked to proposed outcomes.
- Program Support Meetings and Professional Development – Contractors must send two individuals to participate in the state and national 21st CCLC workshops during each year of the contract. These meetings shall be required for all 21st CCLC contractors. Travel costs will be reimbursed in accordance with PPM 49.
- **Indirect Costs/Administrative Costs** - Indirect costs shall be the expenses incurred by a school district, community-based organization or other entity in administering or providing program services. Indirect or administrative costs for school districts shall be at the fixed federal rate; administrative/indirect costs for private, non-profit organizations shall be no more than ten percent (10%). When calculating indirect costs, private, non-profit organizations shall not include administrative costs as both line items and an indirect cost line item.
- **Fiscal Audit and Evaluation Costs** - Contractors shall not exceed the sum total \$12,500 per 18 months for program evaluation, and audits (\$5,000 program evaluation and \$7,500 audit). If the contractor receives \$750,000 or more per fiscal year in federal awards, a fiscal audit shall be required. These expenses must be approved by LDOE Staff.
- **20% Administrative Costs:** Costs of administration can include both direct charges of the program (salary costs for preparing program plans, budgets, and monitoring, travel costs for program activities; rental or purchase of program-specific office equipment or supplies; rental and maintenance of program office space) and indirect charges for general administration of the program (personnel, payroll, accounting, procurement, data processing). Any cost, direct or indirect, that supports the management of the program shall be considered administrative in nature.

Examples of Unallowable Expenditures

The contractor must not use funds for the following:

- The costs to develop, prepare, and/or write the 21st CCLC proposal shall not be charged to the contract directly or indirectly by the contractor;
- Purchase of land and buildings and costs of new construction, renovation, or capital improvements to existing facilities;
- Mechanized or motorized vehicles of any kind;
- Entertainment (including movies, end-of-year celebrations, or food refreshments and snacks associated with parties or socials);
- Out-of-state or overnight field trips, including retreats, lock-ins, etc.;
- Purchase of furniture for the program or administrative staff (desk sets, computer lab furniture, tables, chairs etc.);
- Dues to organizations, federations or societies and personal benefits;
- A field trip without the approved academic support will be considered entertainment;
- Incentives for students or parents (e.g., plaques, trophies, stickers, t-shirts, give-a-ways);
- Advertisements, Promotional or Marketing Items (flags, banners, radio advertisements, event planning);
- Dining out for business meetings or lunches;
- Decorative Items;
- Purchase of Facilities or vehicles (e.g., Buses, Vans, or Cars);
- Land acquisition;
- Capital Improvements, Permanent Renovations;
- Supplanting Federal, state, or local funds (e.g., using grant dollars to fund summer school classes previously offered and paid for by district or other funds);
- Direct charges for items/services that the indirect cost rate covers.

- Food is not an allowable expense for the 21st CCLC program. Therefore, when developing partnerships, proposers must clearly take into account and indicate how and from whom snacks, meals, or both will be acquired other than using 21st CCLC funds. This information must include how snacks, meals, or both will be distributed to sites for provision to participating students on a daily basis when the program is in operation. Meal/snack requirements are as follows:
 - Before-school (daily, nutritious breakfast)
 - After-school (daily, nutritious snack)
 - Non-school days (daily nutritious breakfast, lunch and/or snack, dependent on hours of operation)
- Funding for snacks/meals cannot be drawn from 21st CCLC funds and must come from other resources. Students shall **not** be charged for costs associated with supplemental snacks/meals. Other Federal programs can also complement local 21st CCLC programs. 21st CCLC programs are eligible to receive funds through the U.S. Department of Agriculture (USDA) Food and Nutrition Service for "After-school Snacks", as well as from other community and local organizations. Local communities can also participate in USDA's Summer Food Service program. In addition to the USDA food and nutrition program, Contractors are eligible to utilize the Louisiana Food Bank Association's (<http://www.lafba.org>) website, which may assist Contractors to provide nutritious meals to its program participants. Any costs not allowable for Federal programs per EDGAR 3rd edition, which may be accessed at <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
- **NOTE: This is NOT an all-inclusive list of un-allowable expenses. If you have questions about un-allowable expenses, please e-mail your questions to Margie Golmon, RFP_LDE@la.gov by the inquiry deadline listed in the schedule of events.**

Upon approval by the LDOE, Contractors will be required to submit electronic budgets through the Electronic Grants Management System (eGMS) <https://egmsp.doe.louisiana.gov/LDEGMSWeb/Logon.aspx>. All budgets must be made in accordance with the use of funds for the 21st CCLC program and must meet the requirements in EDGAR 3rd edition.

2.5.3 Project Requirements

Proposal Narrative

Proposers should provide the following information in the proposal:

1. Executive Summary (5 points)

Instructions

The Proposer should provide a summary of the program's proposed mission, identified key partnership organizations, targeted students and family participants, key design elements and other unique characteristics of the program. The Proposer should provide information regarding use of subcontractors and indicate if their contributions consist of no more than 40% of proposed budget.

2. Project Need (5 points)

Instructions

The Proposer should explain how the proposed project will provide services to increase student academic achievement and will benefit students and their families.

3. Evidence of Experience (10 points)

Instructions

- Experience:** The proposer should describe the proposer's prior experience or promise of success in providing educational and related activities that complement and enhance the academic performance, achievement, and positive youth development of the targeted students (Public Law 107-110, Title IV Part B Sec.4204(b)(2)(J)). If proposer has no previous experience as outlined above, then the proposer should describe how the proposer has a strong likelihood for successful implementation of the proposed program, including the capability to provide educational and related activities, and to assess program performance.
- Community Collaboration and Partnerships:** The federal statute requires each proposer to give notice to the community of its intent to submit a proposal, and to provide for public availability and review of the proposal and any waiver request after submission. The Proposer should describe how parents, students, and community partners were involved in developing the 21st CCLC plan, as well as their ongoing collaborative roles in implementing the proposed project. The Proposer should identify current public/private partnerships that were or will be used in developing, implementing, evaluating, and sustaining the 21st CCLC program. The proposer should demonstrate effective collaboration with parents, students, and community partners to develop the program, and provide a reasonable, detailed plan for continued collaboration.

4. Organizational Leadership and Management Plan (30 points)

Instructions

(15 Points)

A. Capacity

The proposer should describe the capacity to administer a successful 21st CCLC grant program and experience in providing quality opportunities for students and families. The Proposer should discuss the proposed management structure and plan including key staff positions and program oversight. The Proposer should explain how partnering organizations were chosen, and the unique contributions that each organization brings to the program. Any proposer applying for an award of \$150,000 or more must have a full time Program Director. In addition, it is recommended that a program staff member is designated to act as an Education Liaison in order to facilitate the linkage between the school day and out-of-school time programming.

(15 Points)

B. Internal Controls

The proposer should describe the internal controls that are in place to mitigate the loss of federal funds, federal property and fraud. Discuss or provide policies and procedures that address Cash Management and Equipment and Supplies Tracking. Additionally, discuss the process and reasonable measures in place to safeguard protected personally identifiable information.

5. Project Design and Implementation (25 points)

Instructions

Program Description: The Proposer should provide a description of the proposed program that implements the purposes described in Title IV, Part B of the Elementary and Secondary Education Act for the 21st Century Community Learning Centers (21st CCLC) program. Specifically, the proposal should describe how the program design links program activities, content, and goals and objectives with the identified needs of the students and their families. The Proposer should include key elements of the program design that are innovative or unique to the program's mission and goals and are core to the program's overall design.

6. Project Evaluation (15 points)

Instructions

The Proposer should present a comprehensive program level evaluation plan that enables ongoing program assessment and quality improvement with increased academic achievement in mind. A strong evaluation plan helps ensure 21st CCLC programs make continuous progress. Successful proposers are required to implement evaluation plans and overall programs that meet the federal 21st CCLC Principles of Effectiveness.

Principles of Effectiveness: <http://www2.ed.gov/policy/elsec/leg/esea02/pg55.html>

A program evaluation is a mandatory component that must be submitted to LDOE annually on a specified date after the award notification.

7. Project Cost – Budget and Budget Forms (10 points)

The 21st CCLC grant is a reimbursable grant; proposers must have the capacity to sustain their operations for a minimum of three months.

The proposer must submit two 18 month budgets. The proposer must use the Budget Summary and Budget Detail forms provided. (excel document). The budget is to be separated by School Year and summer and a detail description of each expenditure must be included. See the example on page 24. Do not alter any of the forms. These forms will not count toward the 25 page limit.

Wages

The Program Director, Site Coordinator, and all other salaries/wages must be based on and reported using a percentage of time designated for the 21st CCLC program. The Program Director or any other individual serving in an administrative role shall not be an existing superintendent, principal, transportation director, CEO, or CFO whose salary will be reclassified to conduct 21st CCLC program activities. All salaries and wages must be consistent with the policies and procedures of the proposer's agency.

Non-LEA Proposers Only

All Non-LEA proposers that receive and audit, must also submit copies of their organization's most recent year's independently audited financial statements. The financial statements submitted must be solely for the organization, unless a parent entity is also committing to financially back the applying agency in performance of the contract, in which case the financial statements of the parent entity must also be provided.

The submission must also include the audit opinion, the balance sheet, statements of income, most recent Form 990 "Return of Organization Exempt From Income Tax" (if applicable), retained earnings, cash flows, and the notes to the financial statements. Proposers must submit a copy of applicable bank statements (e.g. primary saving and checking accounts) from the most current six months. The Proposer should include all of the above information as a separate attachment in the required RFP application packet. These forms will not count toward the 25 page limit.

Non-LEA proposers must also provide a statement in the narrative as to whether there is any pending litigation against the organization, and if such litigation exists, attach in the required RFP application packet an opinion of counsel as to whether the pending litigation may impair the organization's performance in a contract under this RFP. Likewise, proposers must provide a statement in the narrative as to whether the organization or any of the organization's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any felony, and if so provide an explanation with relevant details.

Non-LEA proposers must also provide a statement in the narrative of their intention to procure and submit subsequent evidence to LDOE, and maintain throughout the duration of the grant the following:

- An insurance policy providing no less than \$1,000,000 of General Liability, listing LDOE as an "additional insured" and "certificate holder" for liability coverage.

Proposers are encouraged to review the list of allowable expenses pages 20-22, as well as the examples of expenses which are not allowed, when preparing their budgets.

SAMPLE Budget with School Year (Afterschool) and Summer Identified

Code	Expenditure Category	Amount
100	SALARIES	
	Officials/Administrators/Managers	
EXEMPT	Program Director - Full Time \$5000 per month x 12 months	\$60,000.00
	Teachers	
	School Year After school 5 Afterschool Teachers x 20.00 per hour x 10 hrs per week x 20 weeks	\$20,000.00
	Summer 5 teachers x 20.00 per hour x 20 hrs per week x 4 weeks	\$8,000.00
	Clerical/Secretarial	
ADMIN	School Year /Summer Data Clerk 1 @ 12.00 per hr x 15 hrs per wk x 40 weeks	\$7,200.00
	Aides/Paraprofessionals	
	School Year Afterschool 2 paras x 10 per hr x 5 hrs per week x 20 weeks	\$2,000.00
	Summer 3 paras x 10 per hr x 20 hrs per week x 4 weeks	\$2,400.00

PART III: EVALUATION

All proposals received by 2:00 P.M. CST on the date in the schedule of events will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration. Proposals shall be screened for adherence to the basic requirements, such as proposal formatting, completeness of content and required forms, etc., to determine if the proposer addressed the minimum requirements.

The evaluation of proposals will be accomplished by an external peer review evaluation team, to be designated by the State, which will determine the proposal most advantageous to the state. To maintain confidentiality of the reviewers, the Department will not release their names or contact information. The Department of Education will ensure that reviewers are highly qualified individuals with a strong knowledge of research-based, quality after-school programming, and represent equitable gender, ethnic, and geographic diversity.

All eligible proposals will be read, reviewed, and scored by the external evaluation team independently. Each proposal will be reviewed fully by members of the external evaluation team selected by the Department of Education, using pre-established criteria. Following the review, each proposal shall be graded on its own merits by having each member independently record their scores.

The external evaluation team, at its sole discretion, may select the finalists who are most susceptible of receiving an award for an oral presentation for final determination of contract award. In some circumstances, this may include a personal interview with the proposer, either face-to-face meeting, or by a telephone conference. Reasons to schedule a personal interview for verification purposes may include, but are not limited to verifying proposal and project viability and verifying other factors when a proposal or a product is not clear to the review committee. Findings will be recorded in writing. Based upon oral presentations, initial scores may be revised.

3.1 Cost /Evaluation and Review (please note cost is not a priority in this RFP. It is solely based upon score)

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal.

Proposals meeting the requirements of the Proposal Checklist will be:

- Read and evaluated through a peer review process by three evaluators with diverse expertise and will represent educational and non-educational entities.
- Evaluated using the Proposal Evaluation Rubric on the following pages.
- Calculated by the evaluators with the Competitive Proposals using the Proposal Evaluation Rubric on the following pages.
- Eligible for funding if the proposals score a minimum 90 or higher of the available 136 points.
- Recommended to the Board of Elementary and Secondary Education (BESE)
- Awarded a 21st CCLC contract upon BESE approval,
- Informed of the contract requirements to be negotiated with the selected proposers.

The evaluation will be conducted according to the following:

Criteria	Maximum Score
1. Executive Summary	5
2. Project Need	5
3. Evidence of Experience	10
4. Organizational Leadership and Management Plan	30
5. Project Design and Implementation	25
6. Project Evaluation	15
7. Project Cost (Budget)	10
Veteran/Hudson Initiative	11
Total Sub-Score	Sum of the above scores = 111
Funding Priority Points Added AFTER meeting a minimum of 90 or above	25
Total Eligible Score	136

FUNDING PRIORITIES

To ensure equitable and reasonable distribution of 21st CCLC funds throughout the state as it pertains to geographic diversity and/or to reduce the funding of multiple projects in a district or the submission of nearly identical proposals, a funding priority will be given to proposals that meet the criteria below:

Funding Priority	Priority Points
Proposing a program whose focus is STEAM (Science, technology, engineering, arts, and mathematics)	10
Proposing a program in a parish not served in Cohort 8.	5
Proposing a program for high school students	5
Proposing a program that targets Louisiana "D or F" schools. See link below to identify those schools. http://www.louisianabelieves.com/data/reportcards/	5

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

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

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

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors.

Points will be allocated based on the following criteria:

- the number of certified small entrepreneurships to be utilized
- the experience and qualifications of the certified small entrepreneurship(s)
- the anticipated earnings to accrue to the certified small entrepreneurship(s)

PART IV: PERFORMANCE STANDARDS

After proposers are awarded they will be expected to adhere to the Framework below. This framework is a part of the performance standards for the 21st CCLC programs.

**LOUISIANA'S FRAMEWORK FOR EVALUATING
AFTER-SCHOOL PROGRAMS/OUT-OF-SCHOOL TIME PROVIDERS (REV 9/2015)**

The following framework depicts the formula for Louisiana's evaluation of after-school providers. In an effort to obtain a more rigorous academic approach to program evaluation, the Department will assess provider performance through the following outcome-based components:

1. Academic Performance: 100 points
2. Attendance: 35 points
3. Stakeholder Satisfaction: 15 points

Program ratings will be determined using the following process:

STEP ONE: Academic Performance

The academic performance is obtained from LDOE and involves multiple iterative phases integrating a comprehensive database housing descriptive program and participant data. LDOE will measure the academic performance of Louisiana's 21st Century Community Learning Centers (CCLC) programs by the percent of students within each program who exceed their growth target on the state assessment.

*For example, a 21st CCLC program would receive a score of **60 points** in this area if **60%** of participants exceeded their growth target or **55 points** if **55%** of participants exceed targets.

STEP TWO: Attendance Points Given	Definition for Points (Regular Attendee/30 days or more)
0	<15% of projected attendance
5	15% to 29.9% of projected attendance
10	30% to 44.9% of projected attendance
15	45% to 59.9% of projected attendance
20	60% to 69.9% of projected attendance
25	70% to 79.9% of projected attendance
30	80% to 89.9% of projected attendance
35	≥90% of projected attendance

STEP THREE: Stakeholder Satisfaction

Points Given	Definition for Points
0	Survey completion rate of <25%
5	Survey completion rate of 25% to 49.9%
10	Survey completion rate of 50% to 74.9%
15	Survey completion rate of ≥75%

Example of How to Calculate the Performance Rating:
Academic Performance + Attendance + Stakeholder Satisfaction = Total Points (150 max)
Example: Academic Performance = 60; Attendance = 15 Stakeholder Satisfaction 25
60+12.5+25= 97.5 –Performance Rating B

Performance Rating

Total Points Given	Grade
100-150	A
85-99	B
70-84	C
50-69	*D
<50	*F

*Program Impact	
<p>*D or F</p> <p>*69-0</p>	<p>The provider must submit a Performance Improvement Plan (PIP) within 30 days of the designation. Programs will also be labeled as "High Risk". Failure to address deficiencies will result in removal, and the inability to apply for future funding.</p>

CERTIFICATION STATEMENT

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

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 60 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

Proposer's MUST submit (in the order shown below) paginated in a useful table contents all of the components listed in the Checklist below. The narrative pages of the proposal should total no more than twenty five (25) double-spaced 8.5" x 11" pages using a 11-point Arial font with one-inch margins. This does not include any required forms. Handwritten proposals will not be reviewed.

Proposer's Name _____

Checklist

A complete proposal consists of all of the following items submitted in the following order. Proposers will not be allowed to alter or revise application documents after submission.

Required Documents	Checked – proposer	
Checklist	<input type="checkbox"/>	
Table of Contents	<input type="checkbox"/>	
Cover Page (with original signatures in blue ink) and Board Resolution	<input type="checkbox"/>	
Funding Priority Points (Form AA)	<input type="checkbox"/>	
Certification Statement	<input type="checkbox"/>	
Partnering Agencies Form - Form A	<input type="checkbox"/>	
Memorandum of Understanding (MOU) Form – Form B	<input type="checkbox"/>	
Private School Consultation Form - Form C	<input type="checkbox"/>	
Private School Participating Schools Form - Form D	<input type="checkbox"/>	
Program Summary Forms – Form E	<input type="checkbox"/>	
Fiscal Manager/Bookkeeper Qualifications Form F	<input type="checkbox"/>	
Budget Forms	<input type="checkbox"/>	
Veteran/Hudson Initiative Form and Documentation	<input type="checkbox"/>	
Program Narrative inclusive of Louisiana 21 st CCLC Performance Indicators Template	<input type="checkbox"/>	
Two original copies and four (4) electronic copies on four (4) USB flash drives (1 electronic copy on each USB flash drive).	<input type="checkbox"/>	
FOR LDOE USE ONLY	<input type="checkbox"/> Qualified	<input type="checkbox"/> Disqualified

21st Century Community Learning Centers Program Proposal Cover Page

Type of Organization: (Check one only)

- Local Education Agency (LEA)
- Charter School(s)
- Non-Profit Community Based Organization (CBO)
- Non-Profit Faith-Based Organization (FBO)
- Private School/Faith-Based Organization
- Other _____

Name of Proposer	
Address	
City/State	Parish
Zip Code	
Contact Person	Telephone ()
E-Mail Address	FAX ()
<p>I hereby certify that I am the proposer's Superintendent/Chief School/Administrative Officer/Agency Head and that the information contained in this proposal is, to the best of my knowledge, complete and accurate. I further certify, to the best of my knowledge, that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, proposal guidelines and instructions, certifications, assurances, and that the requested budget amounts are necessary for the implementation of this project.</p>	
Authorized Signature: (in blue ink)	Title:
Typed Name:	Date:

21st Century Community Learning Centers Program Funding Priority Page

FUNDING PRIORITIES

Place a check in the box of the funding priorities you are seeking. Additionally, provide a short summary as to how you qualify for each priority selected and attach it to this form. If you do not provide the summary you will not be eligible to receive the funding priority points.

Priority	Priority Points	Check the box that applies
Proposing a program whose focus is STEAM (Science, technology, engineering, arts, and mathematics)	10	<input type="checkbox"/>
Proposing a program in a parish not served in Cohort 8. (See list below)	5	<input type="checkbox"/>
Proposing a program for high school students	5	<input type="checkbox"/>
Proposing a program that targets Louisiana "D or F" schools. See link below to identify those schools. http://www.louisianabelieves.com/data/reportcards/	5	<input type="checkbox"/>

NOTE:

Sub-Grantees from prior Cohorts may have up to 30 points deducted from their application rubric subtotal score based upon prior grant history (i.e. failure to complete APR reporting, high risk status, repeated single audit findings, etc.) and failure to comply with the general or specific terms and conditions of the grant/contract.

Cohort 8 Parish List

- | | |
|------------------|------------------|
| Ascension | Orleans |
| Avoyelles | Ouachita |
| Bienville | Plaquemines |
| Bossier | Pointe Coupee |
| Caddo | Richland |
| Concordia | Sabine |
| East Baton Rouge | St. James |
| East Carroll | St. Landry |
| Jefferson | St. Martinville |
| Lafayette | St. Tammany |
| Lafourche | Union |
| Madison | West Baton Rouge |
| Morehouse | |
| Natchitoches | |

Instructions for Form A& B and Partnership Letter(s)

Mandatory Requirement

Step 1

The partnership letter(s) must be in narrative format (no more than one page) and on the partner's letterhead providing the following:

- Describe the partnerships supporting the proposed program.
- Identify each partner and describe their contribution to the program.
- Describe how the partnership will work.
- Attach each letter(s) from the proposed partners. Letters must clearly support their commitment to the program and identify their tangible contributions.

Step 2

Complete the Partnering Agencies Form (Form A)

Complete a Memorandum of Understanding (MOU) with each partner (Form B)

FORM A

PARTNERING AGENCIES FORM (REQUIRED BY FEDERAL LAW)

COMPLETE THIS FORM FOR ANY SCHOOL AND COMMUNITY BASED PARTNERSHIPS

List the name, address and contact person for each partnering agency. Each of these agencies must sign a Memorandum of Understanding (MOU) found on Form B which must be submitted with this proposal. **NOTE:** An individual, agency, organization or other entity that only provides services is considered to be a **vendor**, not a **partner**, and would not require a Partnership Agreement.

Name Of Agency / School	Address	Name of Contact Person and Email Address

FORM B

Memorandum of Understanding

Louisiana 21st Century Community Learning Centers Program

Name of Proposer

And

Name of Partnering Organization Completing MOU

are committed to implementing a comprehensive 21st Century Community Learning Center program that provides meaningful, academically based after-school activities and extended learning opportunities for children in the district and their families. The entities named herein recognize the necessity for continual collaboration among local partners for the development, implementation and continuous program improvement of dynamic after-school educational opportunities for youth and their families in

Name of School/ District/Parish

The collaborators will strive to accomplish 21st Century Community Learning Center objectives that are specific to their own area(s) of involvement. The above-named partnering agency pledges to collaborate with the above-named proposer to provide the following specific items/services;

Signature	Typed Name	Title
-----------	------------	-------

Proposer	Date
----------	------

Signature	Typed Name	Title
-----------	------------	-------

Partnering Agency	Date
-------------------	------

The parties mentioned above have agreed to provide the following:

FORM C

Private School Consultation Form (REQUIRED BY FEDERAL LAW)

(To be completed by all proposers. Duplicate as needed.)

Students who attend private schools in the area to be served by the proposed program are eligible to participate. If any private schools are located in the area to be served, the proposer is expected to consult with the private school officials during the design and development of the program on issues such as needs identification, services to be offered, service delivery, program assessment, and scope and size of services to be provided to private school students.

If private schools are located in the area that could be served by the proposed program, did any decline participation in the program? (Check one)

- Yes. There are private schools located in the proposed program area that declined participation.
- No. All private schools located in the proposed program area have agreed to participate.
- No. There are no private schools located in the proposed program area.

If yes, list all private schools that were consulted but **declined** the opportunity to have their students participate. In the second column, print the name, title and phone number of the school that was consulted. In the third column, provide the date(s) and type(s) of consultation (e.g., face-to-face meeting, e-mail, fax, telephone call, letter and videoconference) and the reason(s) for declining. Private schools whose students will participate in the program must be listed on the Participating Schools Form.

Private School Name	Print Name, Title & Phone Number of School Official	Date(s) and Type(s) of Consultation and reason (s) for declining to participate.

FORM D

Private School
Participating Schools Form

Proposer's Name: _____

Please list all schools attended by the students you propose to serve. All information must be provided in full.

School Building Name	(N) Non-public	Total Enrollment Number	Number of Children to be Served by this proposal	Grade Levels to be Served by this proposal	Building Principal's Signature (in blue ink)

FORM E

Program Summary Form (4 sites Max)

Name & Address of each site	Days and times of program operation throughout week						Total number of students to be served at each site	Is this a Title I School? (Y/N)	Student Population to be served	Grade Levels to be served
	Mon	Tues	Wed	Thur	Fri	Sat				
									<input type="checkbox"/> Elem <input type="checkbox"/> Middle <input type="checkbox"/> High	
									<input type="checkbox"/> Elem <input type="checkbox"/> Middle <input type="checkbox"/> High	
									<input type="checkbox"/> Elem <input type="checkbox"/> Middle <input type="checkbox"/> High	
									<input type="checkbox"/> Elem <input type="checkbox"/> Middle <input type="checkbox"/> High	
Total Number of students to be served: _____										

Services to be provided in this Contract (check all that apply):

- | | | |
|---|--|--|
| <input type="checkbox"/> Academics Support | <input type="checkbox"/> Physical Fitness, Wellness | <input type="checkbox"/> Health |
| <input type="checkbox"/> Academic Enrichment | <input type="checkbox"/> Technology, Video or Media | <input type="checkbox"/> Nutrition |
| <input type="checkbox"/> Mathematics | <input type="checkbox"/> Library Services | <input type="checkbox"/> Youth Development |
| <input type="checkbox"/> Science | <input type="checkbox"/> Family Literacy | <input type="checkbox"/> Drug/Violence Prevention |
| <input type="checkbox"/> English Language Arts | <input type="checkbox"/> Other Family Education | <input type="checkbox"/> Counseling |
| <input type="checkbox"/> Art, Music, Dance, Theater | <input type="checkbox"/> Tutoring/Mentoring | <input type="checkbox"/> Character Education |
| <input type="checkbox"/> Entrepreneurial Education | <input type="checkbox"/> STEM/STEAM | <input type="checkbox"/> Service Learning |
| <input type="checkbox"/> Expanded Learning Time | <input type="checkbox"/> ACT Prep | <input type="checkbox"/> End of Course Test (EOCT) |
| <input type="checkbox"/> Credit Recovery | <input type="checkbox"/> Advance Placement Test Prep | |

Budget Forms and Instructions

Instructions for Completing Budget Summary

The Budget Summary Form (SDEB 1) consists of one function, which is composed of nine major expenditure categories. These categories reflect the summary of totals from a more detailed budget analysis, which is the second part of the budget you must submit. The total dollar amount budgeted on the Budget Detail for each major expenditure category must equal the dollar amount budgeted for that expenditure category on the Budget Summary page. A legal representative of the entity, namely the Executive Director, LEA superintendent, mayor, etc. must sign these forms.

1. The Budget Detail Form is composed of nine major expenditure categories. These categories reflect the summary of totals from a more detailed budget analysis. The total dollar amount budgeted for each major expenditure category must equal the dollar amount budgeted for that expenditure category on the Budget Summary page.
2. Use an Object Code number – either 100, 200, 300, etc. – in the Object Code column and then provide the description of the expenditure that corresponds to the class of expenditure: for example, salaries, benefits, supplies.
3. When applicable, the approved Indirect Cost Rate (for LEAs only) must be listed on the form; this rate must be applied to the Operating Budget Subtotal when computing the indirect cost. Admin Cost for non-LEAs shall not exceed 10%.
4. Amounts budgeted for federal funds must be in accordance with Education Department General Administrative Regulations (EDGAR).
5. Expenditures must be justified in relation to the scope of the project goals, objectives, and activities. Fund requested under this proposal must not replace monies used to support existing programs. All funds must be spent (goods received and services rendered) during the fiscal year designated.
6. The following instructions for each budget category are based on the Louisiana Accounting and Uniform Governmental Handbook. Please carefully review these instructions before preparing the supplementary budget schedules.

Code 100 Salaries: On the Budget Detail Form, provide a detailed breakout of how the amount of salaries, wages, or stipends to be paid to program personnel who are employees of the contractor are computed. Give the number of months (weeks or hours) to be paid, and amount per month (week, hour). For each position, list the names and/or titles of employees and give a brief job description of each. Salaries must be in line with those in similar positions within the community.

Code 200 Employee Benefits: Show the total amount of appropriate employee benefits for program personnel. The employee benefits budgeted must be consistent with those budgeted for other applicant personnel. Benefits must be subdivided by type (e.g., social security, unemployment compensation, etc.) and a breakdown of rates charged identified by type.

Note: For contractual employees, you must obtain a ruling from the Internal Revenue Service regarding fringe benefits.

300 Purchased Professional and Technical Services: Give a breakdown of services to be rendered, all related expenses covered by the contract, the number of days or hours, and the rate per hour or day. Examples of items included (but not limited to) in this category are banking services, data processing, software licenses when purchased as part of the contract from the vendor or contractor, etc.

An amount for a contractor audit, if one is required, must be budgeted under this category. If a contractor receives a total of \$750,000 or more in federal funds from all sources, an audit of the contractor must be made in accordance with federal guidelines. The audit must be completed and paid for prior to the end of the contract period.

400 Purchased Property Services: These services are performed by persons other than contractor employees. Examples of items in this category include custodial services, lawn care repairs, cleaning services, rentals, repairs, lease and maintenance, vehicle maintenance, etc. and must be pro-rated based on the amount of time the facility or institution is used by the proposer.

500 OTHER PURCHASED SERVICES: A detailed description of all costs must be shown. Examples of expenditures in this category include postage, telephone, printing, internet, operational allowance for bus drivers, subscriptions, transportation, field trips including food purchases, lodging, subsistence, registration fees, amount paid for workshops, in-services (e.g., food, rental of room, other charges associated with workshops purchased from the same vendor) and related items incurred by employees who are traveling on official business for the program. A cell phone is not an acceptable expenditure under 21st Century Community Learning Center funds. Out-of-state and overnight field trips are not allowed for participants enrolled in the 21st CCLC program.

Indicate in-state travel or out-of-state travel on the Budget Detail. Reimbursement rates must be justified based on LEA board action. If the proposer is a public entity, use your agency's approved reimbursement rate for travel expenses. If proposer is not a public entity or if your agency does not have an approved reimbursement rate, you may elect to use the state-approved rates in effect. Current state rates are as follows: mileage - \$.51/mile; meals - \$46-\$65 per day (depending on area of state); lodging - \$77-\$135 per night (depending on area of state) plus tax. For travel in high cost areas, refer to PPM49 for high cost rates. Any travel expenses above the state rates must be justified and approved by the Commissioner of Administration. <http://www.doa.louisiana.gov/osp/travel/travelpolicy/pocketguide.pdf>

Note: If a registration fee includes a fee for an individual membership to a professional organization, this fee is not reimbursable. OMB Circular A-87 clarifies that only an entity may be reimbursed for any professional dues and memberships; individual membership dues are not reimbursable through program funds.

600 Supplies: Items include after-school curricula and instructional materials, reference books, nutritional snacks, (when purchased from outside vendor), energy, office supplies of an expendable nature, etc.

700 Property: The purchase of property/equipment is an allowable expenditure through some federal proposal funds. An applicant must give a narrative justification if it proposes to purchase property. Proposers must show a direct relation between such purchase and the accomplishment of goals and objectives and that a hardship would prevail must the purchase be denied; proposers must also provide assurance that equipment purchased will be used solely for programs covered under this proposal and will not be used for any unlawful, unauthorized, or illegal purposes. Equipment and property purchases must be maintained on an inventory list.

Inventory must be maintained for all equipment items with a unit cost of \$1000 or more. When a contractor no longer receives funding under the 21st Century Community Learning Center program or the program's contract has been revoked, all said equipment must be returned to the Department of Education, unless other arrangements are approved by the Louisiana Department of Education.

800 Other Objects: This category includes the amounts paid for goods and services not otherwise classified in categories 100 through 700.

900 Other Uses of Funds: This category is used to summarize amounts budgeted for transactions not properly recorded as expenditures but required for budgetary and accounting control.

**Louisiana 21st Century Community Learning Centers
Performance Indicators**

FEDERAL REQUIREMENTS

The following regulations shall be applicable to Louisiana's 21st Century Community Learning Centers Program: The Federal Education Department's General Administrative Regulations (EDGAR) in 34 CFR Parts 75, 77, 79, 80, 81, 85, and 86 and 34 CFR Part 299. The EDGAR regulations can be found on the U.S. Department of Education's web site:

<http://www.ed.gov/policy/fund/reg/edgarReg/edgar.html>.

Objectives, Indicators, and Measures for 21st CCLC Programs

<p>Objective 1: Participants in the program will demonstrate increased academic achievement in reading and mathematics. Performance Indicator 1: Participants will show statistically significant progress in reading and mathematics scores as measured by the State Identified Assessment.</p>
<p>Objective 2: Participants will demonstrate improved homework completion and class participation in other subject areas such as technology, arts, music, theater, and sports. Performance Indicator 2: Students participating in the program will have a higher attendance rate and a change in their attitudes toward school as measured by after-school attendance data and student program surveys.</p>
<p>Objective 3: Participants in the program will demonstrate positive behavioral changes. Performance Indicator 3: Students participating in the program will show improvements in measures such as increase in attendance, decrease in disciplinary actions, less violence, and a decrease in other adverse behaviors as measured by SIS data, student program surveys, teacher surveys and focus groups.</p>
<p>Objective 4: The 21st CCLC program will provide services that benefit the entire community by including families of participants and collaborating with other agencies and non-profit organizations. Performance Indicator 4: The centers will offer enrichment and other support services for families of participants as measured by program sign-in sheets, partnership surveys, and the state annual performance report.</p>
<p>Objective 5: The 21st CCLC programs will use the funding efficiently by coordinating and collaborating with other federal and state funding sources, agencies and other community projects to supplement and not supplant funds, to eventually become self-sustaining. Performance Indicator 5: All contractors will provide detailed sustainability plans as measured by the required state and federal annual performance reports.</p>

Goals and Objectives Based on Louisiana 21st Century Community Learning Centers Performance Indicators

FEDERAL REQUIREMENTS

The following regulations shall be applicable to Louisiana’s 21st Century Community Learning Centers Program: The Federal Education Department’s General Administrative Regulations. The EDGAR regulations can be found on the U.S. Department of Education’s web site: <http://www.ed.gov/policy/fund/reg/edgarReg/edgar.html>.

Instructions

1. Review the **template** below in planning activities that are aligned with the performance indicators for the federal 21st Century Community Learning Centers objectives.
2. Copy AND paste the template below into the body of Project Design and Implementation Section OF THE APPLICATION PACKET. **This will NOT** count toward the allowed twenty-five (25) pages.
3. Include your program objective under each performance indicator.
4. Include an activity or activities with a brief description that identifies the number of days, sessions or hours that it will be offered.
5. Include the Performance indicator(s) of success. This will show the desired outcome, such as “85% of the students will improve at least one half grade level in math.”
6. Describe how it will be measured. This will be used to determine if the performance indicator has been met such as “State Assessments.”

NOTE: Each proposer must complete the template based upon their program needs.

All 21st Century Community Learning Centers must offer a range of high-quality educational, developmental, enrichment, and recreational services for students and their families.

Performance Indicator 1: Participants will show statistically significant progress in reading and mathematics scores as measured by the State Identified Assessment. (Academic Performance – LA Framework)		
Program Objective 1:		
Activities to Support This Program Objective	Performance Indicator(s) of Success	How It Will Be Measured
Performance Indicator 2: Students participating in the program will have a higher attendance rate and a change in their attitudes toward school as measured by after-school attendance data and student program surveys. (Stakeholder Satisfaction and Attendance – LA Framework)		
Program Objective 2:		
Activities to Support This Program Objective	Performance Indicator(s) of Success	How It Will Be Measured
Performance Indicator 3: Students participating in the program will show improvements in measures such as increase in attendance, decrease in disciplinary actions, less violence, and a decrease in other adverse behaviors as measured by SIS data, student program surveys, teacher surveys and focus groups. (Stakeholder Satisfaction and Attendance – LA Framework)		
Program Objective 3:		
Activities to Support This Program Objective	Performance Indicator(s) of Success	How It Will Be Measured
Performance Indicator 4: The centers will offer enrichment and other support services for families of participants as measured by program sign-in sheets, partnership surveys, and the state annual performance report.		
Program Objective 4:		
Activities to Support This Program Objective	Performance Indicator(s) of Success	How It Will Be Measured
Performance Indicator 5: All contractors will provide sustainability plans as measured by the required state and federal annual performance reports (APR).		
Program Objective 5:		
Activities to Support This Program Objective	Performance Indicator(s) of Success	How It Will Be Measured

FORM G

21st Century Community Learning Centers Program
 Veteran/Hudson Initiative Page

Instructions

Place a check in the box(s) of the initiative and subcontractor status that your organization qualifies. Additionally, provide the documentation to support the boxes chosen. NOTE: If a box has been checked and the proposer does not provide documentation the proposer will receive zero (0) points in this area. The proposer will only receive a maximum 11 (eleven points in this area).

	Points	Check the box that applies
Veteran-Owned and/or Service-Connected Disabled Veteran-Owned Small Entrepreneurship (LaVET)	11	<input type="checkbox"/>
Hudson Initiative Small Entrepreneurship (SE)	11	<input type="checkbox"/>
Proposer NOT SE but partners/engages with more than one SE as a subcontractor or distributor.	7	<input type="checkbox"/>
Proposer NOT SE but partners/engages with one SE as a subcontractor or distributor.	3	<input type="checkbox"/>
SE that serves as the subcontractor has at least 10 years of experience with positive results.	2	<input type="checkbox"/>
SE that serves as the subcontractor has at less 10 years of experience with positive results.	1	<input type="checkbox"/>
SE that serves as the subcontractor has anticipated earnings of 30% of the total contract.	2	<input type="checkbox"/>
SE that serves as the subcontractor has anticipated earnings less than 30% of the total contract.	1	<input type="checkbox"/>
TOTAL POINTS		

ATTACHMENT IV: SAMPLE CONTRACT

**STATE OF LOUISIANA
CONTRACT**

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

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

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

1.2 STATEMENT OF WORK

{Define work/services/deliverables to be provided by contractor composed from RFP & proposers response. May be included in an attachment if detail is lengthy.}

1.2.1. GOALS AND OBJECTIVES

[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]

1.2.2. PERFORMANCE MEASURES

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

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

1.2.3. MONITORING PLAN

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

(PROVIDE MONITORING PLAN)

1.2.4. DELIVERABLES

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

1.2.5. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

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

1.2.6. SUBSTITUTION OF KEY PERSONNEL

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

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on *[DATE]* and shall end on *[DATE]*. State has the right to contract for up to a total of ____years with the concurrence of the Contractor and all appropriate approvals.

2.2 STATE FURNISHED RESOURCES

State shall appoint a Project Coordinator for this Contract identified in Section 1.2.3 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

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

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

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

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

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

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

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

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

4 TERMINATION

4.1 TERMINATION FOR CAUSE

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

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

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

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

5 INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

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

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

6 CONTRACT CONTROVERSIES

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

7 FUND USE

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

8 ASSIGNMENT

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

9 RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

10 CONTRACT MODIFICATION

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

11 CONFIDENTIALITY OF DATA

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

12 SUBCONTRACTORS

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

13 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

14 INSURANCE

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

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

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

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

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

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

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

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

15 APPLICABLE LAW

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

16 CODE OF ETHICS

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

17 SEVERABILITY

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

18 INDEPENDENT ASSURANCES – Not Applicable

19 COMPLETE CONTRACT

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

20 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____ day of month, year.

STATE AGENCY'S SIGNATURES:

Assistant Superintendent

State Superintendent of Education

President, State Board of
Elementary and Secondary Education

WITNESSES SIGNATURES:

CONTRACTOR'S SIGNATURE:

By: _____