

DEINSTITUTIONALIZATION OF STATUS OFFENDERS

A Model Request for Proposals and Contract for Services



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for the Office of Juvenile Justice and Delinquency Prevention

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ACQUISITIONS

DEINSTITUTIONALIZATION OF STATUS OFFENDERS
A Model Request For Proposals And Contract For Services



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INTRODUCTION

The Juvenile Justice and Delinquency Prevention Act of 1974 encourages states to provide services to youth to prevent juvenile delinquency, to divert juveniles from involvement in the juvenile justice system, and to provide community-based alternatives to traditional detention and correctional facilities for status offenders. State or local agencies funded to implement programs directed toward these goals will be unable to provide all of the services needed by these troubled youth. Many necessary services will have to be purchased.

Whether the agency decides to purchase the required services through competitive grants or contracts, it is necessary to prepare a formal document soliciting the proposals for the necessary services. In the case of contracts a Request for Proposals (RFP) is published which sets forth the requirements and objectives to be met by the proposing agency.

A poorly written RFP can cast an inferior image over the whole effort and is likely to bring forth proposals that are, in turn, inferior. A well written RFP does not guarantee good proposals, but does raise the probability of getting more relevant responses.

After a potential contractor has been selected on the basis of response to the RFP, the next phase is to guarantee that service will be provided as intended, and that the service provider will be properly reimbursed. The contract becomes the final legal definition of agreement between the agency and the service provider.

This agreement should be made with the assistance of legal counsel. Standard provisions covering such matters as the billing procedure, reporting requirements, audit, etc. should be included in a "General Provisions" section of all contracts. Other "Special Provisions" can vary for different projects, and be subject to negotiation. These provisions would cover matters such as the total budget, the key personnel involved, the specific services, etc.

"How to Plan for the Deinstitutionalization of Status Offenders" by the National Office for Social Responsibility thoroughly discusses the process of solicitation by RFP and contract award. The purpose of this manual is to provide detailed guidelines for writing RFP's and a "sample contract" not as an example of what might actually be written but a "supermarket," containing many clauses which might be used. Every clause does not have to be used, depending upon the unique environment of your agency or service needs. Moreover, some clauses are offered in the alternative, providing a policy choice. However, this contract could be used by including all clauses, or selecting the ones preferred and completing the blanks. Its structure has been designed to permit application to a broad set of situations. Since no single type of contract can efficiently cover all service contingencies, an agency should devise an assortment of purchase-of-service contract clauses to cover the major variations. These clauses could contain blanks for easy completion, and could also be aggregated into major variations of contracts. Of course, each contract should be completely retyped when it is to be used for a specific agreement.

The materials in the manual are presented to serve the best interests of the purchasers of services and service vendors alike.

John Czelen
Charles Wheeler
MOTT-McDONALD ASSOCIATES

PART ONE: BASIC CONSIDERATIONS AND GENERAL GUIDELINES FOR PREPARING A REQUEST FOR PROPOSALS (RFP)

COVER LETTER

Every RFP should be accompanied by a cover letter from the parent agency signed by the administrative director of the agency. It should include the following items:

- Date of issue
- Subject or title of the RFP
- RFP Number (optional, depending upon agency practice; is useful reference)
- The text of the letter, which should include basic information and can be a form letter for all RFPs--unless there are points which apply only to a particular solicitation.

(A sample cover letter is included on page 13.)

THE FORM OF A REQUEST FOR PROPOSALS

In general, an RFP will consist of five sections which contain 1) General Information, 2) a Statement of Work, 3) Information Required from Bidders, 4) Proposal Selection Criteria, and 5) various Attachments. The content of each section, as well as its component paragraphs and the reasons for including them, is discussed below. (PART TWO of this publication presents a sample RFP form for providing services to deinstitutionalized status offenders.)

Section I: General Information

This section should include basic information necessary for the bidders responding to the solicitation.

1. ADMINISTRATIVE

- a. Issuing Office (Name and Address of Planner's Agency)
- b. Government Project Manager (GPM) (Name, Title, Address, and Telephone Number of the technical staff person who will be responsible for the project. NOTE: Some procurement regulations require that only the Contracting Officer, who may or may not be the technical contact, (GPM), be identified in the RFP.)
- c. Definitions (Optional. Define Agencies such as SPA, RPU/CJCC. Define any terms necessary for a clear understanding of the RFP.)
- d. Response Deadline (This should include the date and time-- including Daylight or Standard, Eastern or Central, etc.-- when the proposals are due; the place due--mailing address--; and number of copies required. A notation that Late Proposals will not be considered should be added.)

2. PURPOSE

This should include a very brief paragraph describing the project for which proposals are being solicited.

3. SUMMARY WORK STATEMENT

This section is optional. If included, it should be a brief summary of the contractor's responsibilities in the project.

4. PROJECT FUNDING

There are several schools of thought about providing information on funding available in the RFP. Most LEAA RFPs include the approximate amount of funds available for the project. Other agencies estimate the amount of person-days required to complete the effort, and bidders can then estimate the acceptable cost level. Some agencies provide no hint of the available funds, but expect the bidders to provide their own estimates. The danger of providing such information is that all bidders will develop budgets at approximately the same level (just under the available amount) and there will be no real price competition. If no information is provided, however, the planner runs the risk that all proposals will come in at a much higher level than that which is budgeted and the project will have to be scrapped or drastically revised. A related problem is that some bidders may prepare an unrealistically low budget and will receive the contract, only to

discover that they cannot complete the project within the available funds.

Perhaps the best approach in funding DSO projects through the RFP process is to provide a range of project costs within which the bidders should remain.

5. INCURRING COSTS

A statement to the effect that the planner's agency will not be responsible for any costs incurred prior to award of a contract should be included in the RFP. If it becomes necessary for the contractor to begin work prior to receiving a signed contract for some reason, this modification can always be included in the contract itself. If this statement is not included, the planner might find his/her agency billed for pre-award costs, including proposal preparation.

6. PRE-PROPOSAL CONFERENCE

This procedure is optional. It is a useful device for some projects, but may be merely a waste of everyone's time for others. When the project is very complex or otherwise difficult to explain, it is worthwhile to have a pre-proposal conference and indicate that all questions will be accepted afterwards. Some agencies record all questions asked and the answers given to them and distribute them to everyone who received a copy of the RFP. Others take notes for internal purposes, but do not distribute them. Local procurement regulations may affect this procedure.

An alternative procedure is to permit potential bidders to submit written questions by a certain date and then send copies of the questions and answers to everyone receiving the RFP.

It is NOT a good idea to encourage the bidders to telephone the planners or other technical contact for two reasons. First, this can require a great deal of staff time. Second, most procurement regulations are designed to prevent a contract being "wired" for a particular bidder and require that all bidders receive the same information. This is not likely to occur using a telephone question and answer approach. One agency, however, overcame these problems by stating in the RFP that questions would be received on two dates, by telephone, and identified one individual to contact for substantive questions and another to contact for procedural information. This procedure may be useful if time is extremely short and a pre-proposal conference is not feasible.

7. ADDENDA TO RFP

If the RFP needs to be changed for any reason, all bidders receiving a copy of the original must receive a copy of the changes.

8. VALIDITY PERIOD

The proposals must have a statement about the length of time for which they will be valid. This is generally 60, 90, or 120 days from the due date. The planner should examine legislation and regulations to determine the length of time which may be taken to review the proposals. If the planner has flexibility regarding the time for review, she/he should consider the urgency of the project and also the amount of time required for review. The planner should generally expect that proposal review will take longer than estimated and allow more time than is really needed. Otherwise, a bidder may be selected and the planner discovers that the bidder no longer has personnel available or that salary rates have changed and modifications need to be made in the proposal before a contract can be awarded, potentially resulting in protests from other bidders.

9. ECONOMY OF PREPARATION

This statement is designed to discourage the bidders from spending a lot of time and effort on the appearance of the proposal at the expense of content.

10. DISCLOSURE OF PROPOSAL CONTENTS

This paragraph should contain the acceptable legal language which the bidders might use to protect themselves from having proprietary information ("trade secrets") distributed, however inadvertently, to their competitors.

11. ORAL PRESENTATION

This paragraph is designed to permit the planner to require the bidders whose proposals are most competitive to make an oral presentation of their proposal, at their own expense, prior to the award of a contract. After the proposals have been reviewed, it is likely that some will have been rejected and a few will remain. The proposals of the finalists may be rather different--especially in response to an RFP. The planner and his/her agency may want to discuss the advantages and disadvantages of the proposal with each of the bidders remaining in consideration and judge the

extent to which each bidder will be sufficiently flexible to produce the work product which best meets the needs of the agency and/or youth being served.

12. REJECTION OF PROPOSALS

This paragraph serves to protect the agency from protests if the contract is awarded to other than the lowest bidder.

13. ACCEPTANCE OF PROPOSAL CONTENT

This paragraph also is designed for the protection of the agency and to prevent bidders from promising more than can be delivered.

14. NEWS RELEASES

The successful bidder should be prevented from making untimely, or, perhaps, poorly phrased press releases by requiring prior approval and coordination with the funding agency.

15. CONTRACT TERM

The length of the contract resulting from the RFP and the possibility of any "add-ons" should be stated here.

16. TYPE OF CONTRACT

The RFP should clearly state the type of contract which will be signed as a result of the RFP process. Generally, two types of contracts will be appropriate for the planner to consider. The type actually used should be decided in conjunction with whatever legal counsel is available to the agency. (NOTE: Some sort of legal counsel should be involved in any contract review. If the agency does not have counsel, it may be possible to obtain it from other state or local agencies, such as the Attorney General, State's Attorney, or Corporation Counsel.) The contract types which should be considered are: (1) Cost-Plus-Fixed Fee; (2) Firm-Fixed-Price. Under no circumstances should a Cost-Plus-Percentage-Of-Costs contract be considered, since this rewards contractors for cost-overruns.

- If GRANTS are selected as the funding mechanism used to purchase services, it may be less necessary to involve legal counsel for, presumably, the agency has a standard grant award letter which is legally binding. Grants, by their nature, do not involve payment of fees ("profit") and are cost-reimbursable only.

- A COST-PLUS-FIXED-FEE Contract, also sometimes known as a COST-REIMBURSABLE Contract, is the type of contract which is generally most appropriate for projects of this type. It protects the agency in the sense that it encourages the contractor to expend only the funds necessary to do the work. It is possible that such a contract can result in cost-overruns. A cost ceiling should be specified and the contractor should be required to notify the funding agency when 75% of the funds have been expended and to estimate the funds required to complete the job. Monthly financial reports should be required to enhance financial monitoring of the project. These procedures should minimize unexpected cost-overruns

- A FIRM-FIXED-PRICE Contract specifies a fixed amount for which the job must be done. If the contractor completes the work for less the agency is still obligated to pay the full amount. If the available budget for the work is extremely tight, however, it may be to the agency's advantage to issue a Firm-Fixed-Price contract.

The agencies which will be represented in the contract negotiations may be specified. If the funding agency wishes to include other organizations as possible consultants in the proposal review and contract negotiation process, this should be specified. It may prove useful to keep this option open, even if it appears unlikely to be used.

17. CONTRACT PAYMENT SCHEDULE

The payment procedure should be spelled out in the RFP. That is, whether payment will be routine or made on completion of specified tasks, or some other procedure should be stated.

18. PRIME CONTRACTOR RESPONSIBILITIES

The contractor should be held responsible for the performance of any sub-contractors. All subcontracts should be approved by the funding agency representative (either the Planner, Contracting Officer, or Project Monitor, depending on agency procedure.)

19. CONTRACTOR PERSONNEL

The funding agency should, if regulations permit, retain control over the contractor's personnel assignments. The primary function of this clause is to prevent a contractor from substituting relatively inexperienced personnel for senior personnel in the key staff positions. The contract

should specify the names and tasks of key individuals whose participation in the project is required. The funding agency should also retain the option to require the contractor to substitute personnel if a specific individual is unsatisfactory. Most contractors will resist this kind of control and it may be necessary to revise this provision during contract negotiations.

20. INDEPENDENT PRICE DETERMINATION

These paragraphs are necessary to prevent "price-fixing" among potential contractors for a particular activity. This section holds an individual legally responsible for the bidder and should serve to prevent competing organizations from discussing their price proposals to manipulate the contract award.

Section II: Work Statement

Much of the material in this section can be taken verbatim from documents which have been prepared earlier in the planning process, such as the final problem and strategy statement. The planner should consider preparing summaries of much existing material for the various paragraphs in the RFP and appending previously prepared documents, such as the needs assessment, as background material for the bidders. If this material is too voluminous to reproduce as an appendix to the RFP, the planner should consider stating that it will be available for review at the funding agency's offices for a specific period of time between release of the RFP and the due date for proposals. Copies of the supporting documents can be provided and the reproduction costs charged to the potential bidders.

1. BACKGROUND

This paragraph should describe succinctly the general problem addressed by the RFP and the planning process which led to its development. The RFP and the services solicited in it should be placed in historical perspective. Any peculiarities regarding the solicitation or funding should be stated in this section.

2. PROGRAM OBJECTIVES

State the goals and objectives developed earlier in the planning process for the deinstitutionalization of status offenders. Specify in some detail the specific objectives which the services solicited in the RFP will help the planner's agency achieve.

3. PROJECT TASKS

In this section the tasks must be spelled out precisely. The planner should instruct the bidders to spell out in detail the methods and procedures which will be used to accomplish the tasks. However, the planner should be especially careful not to describe the tasks in such a way as to specify the methods. In the course of developing the necessary tasks, the planner will undoubtedly decide how to go about accomplishing them if he/she were responding to the RFP. It is imperative to avoid inserting such personal methodological biases into the RFP, however, for one of the major ways of distinguishing among the proposals submitted in response to the RFP will be the innovativeness and feasibility of the methodological approaches proposed.

4. PROJECT SCHEDULE

The time in which various stages of the project must be accomplished should be specified. This may be left to the bidder, however, if the timing requirements are not rigid.

5. REPORTS

The reports which the contractor will be required to submit must be specified and the times when the reports are due must be clearly stated. The number of copies of each report and the report format should be specified also, in order for the bidder to prepare an accurate budget.

The planner should include in this section requirements that the contractor notify the planner or agency representative of any problems which might necessitate a contract alteration. It is a good idea to specify in the RFP that information resulting from the contract cannot be copyrighted in any way which restricts use of the information by the funding agency(ies), otherwise the planner might find it necessary to purchase a copy of the final report from the contractor!

6. MANAGEMENT MEETINGS

Bidders should be made aware that they will be required to meet periodically with the GPM to discuss the progress and/or problems of the projec

Section III: Information Required from Bidders

This section essentially consists of instructions to bidders in proposal preparation. It is to the planner's advantage to do everything possible to ensure consistency in format across competing proposals in order to make comparison easier. In general, at least two volumes should be required: a Technical and Managerial Proposal; and a Business Proposal. With this division, if competing bidders wish to review proposals from other bidders after the funding decision has been made and the contract awarded, it is not necessary to attempt to separate any financial information from the technical proposal prior to releasing it for review. (Generally speaking, financial information is proprietary and not subject to release.) The planner may find it useful to require an Executive Summary of the Technical Proposal if a number of individuals in the agency or on advisory groups have an interest in the solicitation but will not be involved in the detailed review of the competing proposals.

VOLUME I: TECHNICAL AND MANAGERIAL PROPOSAL

The format of the proposals should be standardized in order to make comparison of proposals from competing organizations as easy as possible. The planner should recognize, however, that many bidders may find it difficult to respond with rigid adherence to another's outline, so some flexibility should be allowed in order to avoid stifling creativity.

The format suggested below has been used effectively and has resulted in proposals which are well thought out (thus minimizing start-up time of the project due to having to decide what will really be done, how it will be done, and who will do it.) In addition, it serves to minimize the volume of the proposal; consequently, the time required to review proposals is reduced. The planner might also consider imposing a page limitation on the proposals in order to minimize reviewing time.

1. TABLE OF CONTENTS. This provides a fast overview of the proposal outline as well as useful reference when the proposal reviewers wish to examine particular sections of the proposal.
2. STATEMENT OF THE PROBLEM. The bidders should be required to restate the problem which their proposal will, presumably, help to alleviate. It should be made clear, however, that a lengthy review of the literature is not desired and the intent of this section of the proposal is to make clear to the proposal reviewers that the bidder actually understands the problem being addressed, the objectives of the program, the assumptions underlying it, and the problems which might be encountered in

the course of providing the services proposed.

3. PROPOSED APPROACH

This section of a proposal responding to the RFP is critical, and will comprise the bulk of this volume. The bidder should be clearly required to describe the population being served and estimate the flow of cases and the specific types of problems which individuals in the client population are likely to present. The specific proposed services which are designed to alleviate each of the anticipated problems must be spelled out and a rationale provided for each service. The criteria for determining which clients will receive which service or set of services must be specified, and the operational methods for implementing those criteria should be described in at least a rough outline. Specific forms and procedures should not be required. The source of clients and tentative referral arrangements should be described. If possible, bidders should include tentative agreements from potential client sources regarding willingness to participate in the project by referring clients.

4. ADDITIONAL INFORMATION AND COMMENTS

This section of the RFP provides an opportunity for the bidder to state other details which might have been overlooked. The planner might consider suggesting that the bidder should feel free to disagree with issues and suggested approaches in the RFP. This will assure that the planner is aware of all points which should be considered.

5. BIDDER CAPABILITY

- a. BUSINESS ORGANIZATION. This information is generally more useful for legal/financial/auditing personnel of the planner's agency than the planner. It is, nevertheless, necessary.
- b. AUTHORIZED NEGOTIATORS. This information is essential when it is time to award a contract.
- c. BIDDER CONTACTS. For fast reference, the name, address, and phone number of both the authorized negotiator and the primary technical contact of the bidder organization should be required for the cover sheet of each volume.
- d. MANPOWER. Since any project is only as successful as the personnel who are conducting it, this section is critical. Particular

attention should be paid to the necessity for employing new personnel, for they are essentially unknown quantities. Paragraph 19 in Section I, regarding control over contractor personnel, is useful if contractor personnel prove unsatisfactory. Transcripts and documentation of personnel experience should be required in order to avoid fraudulent claims.

- e. PRIOR EXPERIENCE. The bidder should be required to specify in as much detail as possible the prior experience of the individuals who will be working on the project. General agency experience which does not involve the specific individuals committed to the project is not especially useful. Bidders should be required to provide names and telephone numbers of a contact person for each project listed in order that references may be checked during the final proposal evaluation process.

VOLUME II: BUSINESS PROPOSAL

If the planner does not specify a budget format and rigid requirements regarding the procedures to be used in calculating various items, it is quite likely that each bidder will prepare the project budget in a unique format with differing computational procedures. This situation makes it virtually impossible to compare the budgets of competing organizations and determine the actual usage of funds required for the project. The budget format included in the sample RFP has been used successfully, and requires the bidders to think carefully about the amount of effort required to perform the necessary work for the project.

1. BUDGET AND BUDGET NARRATIVE. This section is largely self-explanatory.
2. INDEPENDENT PRICE DETERMINATION. Self-explanatory. Necessary for preventing price-fixing or as a basis for legal action if collusion among bidders is determined at a later date. (See Section I, paragraph 20.)
3. WORK PLAN. This section of the proposal may also be included in the Technical and Managerial Proposal, at the bidder's option. It must be included with the Business Proposal, however, in order for the contracting officer/financial representatives to have a clear understanding of the work involved in the project without having to wade through the technical proposal. The detail required in the Work Plan for the sample RFP is necessary for ensuring that the bidder has actually thought out in detail the requirements of the work to be performed.
4. SUMMARY. This section is exceptionally useful for comparing the relative cost-effectiveness of competing proposals. One objective of the planner

seeking services for clients is to serve as many clients as possible.

Generally, the lower the cost per professional manhour the greater the number of clients which can be served with available resources. The danger, however, is that contractors may assign inexperienced and relatively inexpensive personnel in order to minimize their proposed cost per hour. The qualifications of the proposed personnel should be examined very carefully. The summary display charts for Time Allocations and Cost Breakdown are extremely useful mechanisms for comparing proposals and will serve to ensure that the bidder understands the level of detail at which comparisons with other firms will be made. Many contractors may have difficulty completing these forms as specified by the planner in the RFP, so they should be carefully checked against the financial detail provided by the bidders in the budget.

VOLUME III: EXECUTIVE SUMMARY (Optional)

Unless there are a number of individuals interested in proposals in the planner's agency, this document is probably not useful to require. The Cost and Price Analysis and Work Plan (Volume II) probably serves just as well for this purpose.

Section IV: Proposal Selection Criteria

The specific criteria which the planner and other proposal reviewers will use in evaluating the competing proposals must be included in the RFP. It is optional, however, to indicate the weights which will be assigned to each criterion. An alternative is to indicate the relative importance of categories of criteria, but not the specific criteria within each category.

Section V: Attachments

All documents which are included as appendices or attachments to the RFP should be listed individually so that the bidder can make certain that a copy of each is included and all relevant information is available. All forms required by the planner's agency should be included in this section, as well as such documents as the needs assessment which the planner has performed.

Sample RFP Cover Letter

Date of Issue: (date)

Subject : Request for Proposals to Provide
Community-Based Alternatives to
Institutional Programs for Status
Offenders in (state/county)

RFP Number : 78-JJ/DSO-001

The (name of agency) solicits your proposal on this subject. Guidelines to submitting a response to the Request for Proposals are provided herein.

Proposals must set forth full, accurate, and complete but concise information as required in the Guidelines. Elaborate presentation beyond that sufficient to present a complete and effective proposal is not desired.

Late proposals will not be considered.

Sincerely,

Executive Director

Enclosures

PART TWO: SAMPLE REQUEST FOR PROPOSAL FORMAT FOR PROVIDING SERVICES TO DEINSTITUTIONALIZED STATUS OFFENDERS

Section I: General Information

1. ADMINISTRATIVE

a. Issuing Office:

This RFP is issued by: (insert agency name and address).

b. The Government Project Manager (GPM) and point of contact for information regarding this RFP will be:

(Name of GPM)

(Title of GPM)

(Agency address)

(GPM phone number, etc.)

c. Definitions:

Name of agency and common abbreviation.

1. The (SPA) is the state criminal justice planning agency for (name of state).

2-n. (All other definitions required e.g., "status offenders," "community-based," "contractors," etc.)

d. Response Deadline:

Time Due: (date) , before (time)

Eastern Standard Time

Late proposals will not be considered

Place Due: (Name of GPM)
(Title of GPM)
(Agency address)

Number of copies: (No. of copies) copies each of both
(all three) required Volumes.

Note: Proposals received after the Proposal Deadline
will not be considered.

2. PURPOSE

This RFP provides bidders with information to enable them to prepare and submit, for consideration by the Issuing Office, proposals to develop and provide community-based services for status offenders, as alternatives to institutional placement. All proposed programming and support services, and any facilities they require, must be provided by the contractor.

3. SUMMARY WORK STATEMENT (Optional)

The contractor will be responsible for developing and implementing a community-based service or service delivery system which addresses the specific needs of the status offender population.

4. PROJECT FUNDING

This program effort will be financed by funds from LEAA through (agency name). Therefore, the program efforts will be subject to all applicable LEAA and State guidelines and regulations. Proposals for the first year of this effort are expected to be in the \$100,000 to \$300,000 range.

5. INCURRING COST

The (agency abbreviation) is not liable for any cost incurred by contractors prior to issuance of contract.

6. PRE-PROPOSAL CONFERENCE (Optional)

A bidder's conference will be held at (time) on (date--approximately two weeks after release), at the (meeting location, address, and room number). All interested bidders are invited to attend for clarification of issues related to this RFP. No additional assistance will be provided prior to receipt of the proposals, except as indicated below.

7. ADDENDA TO RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all bidders who received the basic RFP.

8. VALIDITY PERIOD

To be considered, bidders must submit a complete but concise response to this RFP, using the format provided in Section III. No other distribution of proposals will be made by the bidder. Proposals must include a statement as to the period during which the proposal remains valid. For this RFP, this period must be at least 120 days. All proposals received in response to this RFP will be retained.

9. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise, but complete and detailed, description of the bidder's ability to meet the requirements of the RFP.

Fancy binding, colored displays and promotional material are not desired. Emphasis should be on completeness and clarity of content.

10. DISCLOSURE OF PROPOSAL CONTENTS

If a proposal contains any information that the bidder does not want disclosed to the public or used for any purpose other than evaluation of its offer, all such information must be indicated with the following statement:

"The information contained on pages ----, ----, ----, ----, shall not be duplicated, used in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to this office as a result of or in connection with the submission of such information, the (agency name) has the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the agency's right to use information contained herein if obtained from another source."

11. ORAL PRESENTATION

Bidders who submit a proposal may be required to make an oral presentation of their proposal. These presentations provide an opportunity for the (agency abbreviation) to ask additional questions and the bidder to

clarify his proposal to ensure thorough mutual understanding. The (agency) will schedule these presentations, if required.

12. REJECTION OF PROPOSALS

A contract may be negotiated with the bidder whose proposal will be most advantageous to the (agency), price and other factors considered. The (agency) reserves the right to accept other than the lowest cost proposal and to reject any or all proposals.

13. ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful bidder (contractor) may become contractual obligations, if a contract ensues. Failure of the contractor to accept these obligations may result in cancellation of the selection.

14. NEWS RELEASES

News releases pertaining to this RFP or the services, study, or project to which it relates will not be made without prior approval by, and then only in coordination with, the (agency).

15. CONTRACT TERM

The term of the initial contract shall be approximately (length of time) but will be finalized during any negotiations resulting from this RFP. Depending upon satisfactory performance of the contractor and continued availability of funds through LEAA and (agency), the contract will be renewed for an additional (length of time) period.

16. TYPE OF CONTRACT

It is proposed that, if a selection is made as a result of this RFP, a cost-plus-fixed-fee contract will be negotiated. Negotiations may be undertaken with the bidder whose proposal, as determined by the (agency), shows them to be most qualified, responsible, and capable of performing the work. This RFP is primarily designed to identify the most qualified organization(s). Price and schedule will be negotiated with the "first-choice" organization(s). If mutually acceptable contracts cannot be negotiated with the "first-choice" organization(s), negotiations may be instituted with the second choice and subsequent organization(s) until the project is cancelled or acceptable contracts are executed.

Negotiations will be conducted between the successful bidder and the staff of (agency). Advice may be sought by the (agency) from the other agencies affected.

17. CONTRACT PAYMENT SCHEDULE

Payment for any contracts entered into as a result of this RFP will be made upon the completion of the tasks outlined in the work plan contained in the proposal, or as negotiated in the contract. In the event of termination, payment will be made only for the time charges and expenses incurred through the day of termination.

18. PRIME CONTRACTOR RESPONSIBILITIES

The contractor will be required to assume responsibility for all services offered in his proposal whether or not he produces them.

Further, the contractor will be the sole point of contact for the Government Project Manager with regard to the contractual matters, including payment of any and all charges resulting from the contract. The contractor will enter into no subcontract without the written authorization of the Government Project Manager.

19. CONTRACTOR PERSONNEL

The GPM reserves the right to have the contractor personnel removed from the project upon demand and to receive the substitution of acceptable personnel with comparable qualifications in place of those removed. The contractor will be unable to remove key personnel from the project without the written authorization of the GPM.

20. INDEPENDENT PRICE DETERMINATION

A. By submission of a proposal, the bidder certifies and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this proposal:

- 1) The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and :
- 2) Unless otherwise required by law, the prices which

have been quoted in the proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to award directly or indirectly to any other bidder or to any competitor; and:

- 3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

B. Each person signing the proposal certifies that:

- 1) He/she is the person in the bidder's organization legally responsible within that organization for the decision as to the price being offered in the proposal and that he/she has not participated, and will not participate, in any action contrary to A.1), A.2), and A.3) above; and:
- 2) He/she is not the person in the bidder's organization responsible within the organization for the decision as to the prices being offered in the proposal but that he/she has been authorized in writing to act as agent for the persons legally responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A.1), A.2), and A.3) above, and as their agent does hereby so certify; and that he/she has not participated, and will not participate, in any action contrary to A.1), A.2), and A.3) above.

C. A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered so as to delete or modify A.1), A.3), or B. above. If A.2) has been modified or deleted, the proposal will not be considered for award unless the bidder furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the (agency) determines that such disclosure was not made for the purpose of restricting competition.

Section II: Work Statement

1. BACKGROUND

The (agency name) announces that (state) will have an estimated (\$ amount) in 1978 Funds for action projects under the Juvenile Justice and Delinquency Prevention Act. These funds will be used for projects that remove status offenders from county juvenile detention facilities or provide programs in lieu of detention or correctional placement.

(Agency abbreviation) invites project proposals which will assist (state) in meeting the provision of the Juvenile Justice Amendments of 1977, Section 223 (a), Subsection (12)(A), that requires the State to:

"provide within three years after submission of the initial plan that juveniles who are charged with or who have committed offenses that would not be criminal if committed by an adult, or such nonoffenders as dependent or neglected children, shall not be placed in juvenile detention or correctional facilities."

The submission date of the referenced state plan was (date).

Bidders must propose programs which are suitable temporary and/or longer-range programs for the status offender. The following are a few examples of such programs:

- Family Crisis Counseling Diversion Program
- Shelter Care Facilities
- Alternative Education
- Referral to Youth Service Bureau
- Integrated, Multi-agency Service Program

This listing of examples does not exclude other approaches. However, any programming should be specifically for status offenders who would have otherwise been detained or placed in correctional institutions.

(Agency name) intends to fund projects of varying types, so it may compare the cost-effectiveness of alternative approaches to deinstitutionalizing status offenders.

2. PROGRAM OBJECTIVES

Proposed projects should have a substantial impact upon (a) preventing

detention of status offenders who would have been detained if alternate programs were not available; and (b) moving both nonadjudicated as well as adjudicated status offenders now in detention and correctional facilities into shelter facilities or into some other nonsecure setting (e.g., placing them in their own homes). The specific objectives of the program, in order of priority, are as follows:

- a. To divert 70% of the status offenders referred to the court by June, 1979 at a cost of \$400,000.
- b. To deinstitutionalize 75% of the status offenders from correctional facilities by June, 1979 at a cost of \$300,000.
- c. To deinstitutionalize 90% of the status offenders detained in detention facilities at a cost of \$200,000.
- d. To place 50 truants known by the court into a special education program by October, 1979 at a cost of \$150,000.
- e. To provide mental health services to 200 alleged and adjudicated status offenders by November, 1979 at a cost of \$250,000.
- f. To change the existing state law concerning status offenders to make it coincide with the federal DSO mandate by August, 1979 at a cost of \$1,500.00.

3. PROJECT TASKS (for RFP)

The proposals must spell out in as much detail as possible the methods which the bidder will use to accomplish the following tasks.

PHASE ONE - PLANNING

- a. Identify and coordinate with all other organizations providing services to status offenders to which bidder proposes to relate. (NOTE: Refer to Needs Assessment for possible collaborating agencies).
- b. Develop service program as part of an integrated service delivery system for this population, in conjunction with the organizations identified in task "a", so as to minimize duplication of effort, avoid gaps in service, and provide a comprehensive network of services for the status offender.

- c. Prepare a detailed work plan describing precisely the methods and procedures for providing the following services and activities. (NOTE: The proposed methods for providing these services and activities should be described generally, but thoroughly, in the proposal. Precise procedures need not be developed until the project is funded.)

CLIENT SERVICES:

- client referral from others
- intake
- testing
- diagnosis
- classification
- counseling
- referral to other services

ADMINISTRATIVE ACTIVITIES:

- termination
- follow-up
- community relations and education
- alternative funding development
- management and client information
- client tracking and service monitoring
- project evaluation

- d. Identify, recruit, and employ all the necessary personnel for initiating the required services, and develop a detailed plan for phasing in additional personnel as required.

PHASE TWO - PROGRAM IMPLEMENTATION

The methods and procedures described in the detailed work plan (task "c" in Phase One), as approved by the GPM, must be implemented in order to achieve the objective of deinstitutionalizing status offenders. This will begin in Phase Two of the initial award and, if acceptable, will be continued if funding is available for this effort.

Section III: Information Required from Bidders

Proposals must be submitted in two (three) separately bound volumes. They should be as brief as possible while meeting the requirements spelled out in this RFP and must follow the format indicated below.

VOLUME I: TECHNICAL AND MANAGERIAL PROPOSAL

This document should respond completely but succinctly to the requirements indicated in Section II of this RFP, "Program Work Statement."

In order to permit effective comparisons of competing proposals, the following format should be followed as closely as possible.

1. TABLE OF CONTENTS
2. STATEMENT OF THE PROBLEM

State as succinctly as possible your understanding of the following:

- The problems which the Deinstitutionalization of Status Offenders (DSO) Program addresses.
- The objectives of the DSO Program.
- The assumptions underlying the DSO Program.
- The problems anticipated with regard to implementing the proposed project.

3. PROPOSED APPROACH

The methods proposed to be employed in providing these services must be spelled out in detail using the following format.

- The referral sources.
- The criteria to be employed for accepting a client into the program.
- The methods for determining the service needs of the youth.
- The methodology which will be used to provide the services to address

each of the "typical" needs presented by youth in the target population and the rationale for adopting this approach rather than alternatives.

- The methods for referral and follow-up.
- The methods for termination of service.
- Methods for community relations and education.
- Alternative funding approaches.
- The information, evaluation, monitoring methods.

4. ADDITIONAL INFORMATION AND COMMENTS

Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

5. BIDDER CAPABILITY

a. BUSINESS ORGANIZATION

State the full name and address of your organization, and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work hereunder. Indicate whether you operate as an individual, partnership, or corporation; if as a corporation, include the state in which you are incorporated. Indicate whether you are a for-profit or nonprofit organization. Include the name, title, address, and telephone number of the person in your organization who has primary responsibility for this proposal and to whom technical questions may be addressed (Technical Contact).

b. AUTHORIZED NEGOTIATORS

Include the names, titles, addresses, and telephone numbers of personnel of your organization authorized to negotiate the proposed contract.

c. BIDDER IDENTIFICATION

The name and address of the bidder, the name, title, address, and the telephone number of your Technical Contact, and the name, title,

address, and telephone number of your Authorized Negotiator must appear on the cover sheet of each volume.

d. MANPOWER

The proposed service program requires that concerted effort be given to this project by the contractor. Include the number of executive and professional personnel by skill and qualification that will be employed in this work. Show the inclusive period each individual will devote to the work, and the total number of manhours each individual will be involved in performing work under this contract. Identify key individuals by name, title, and salary rate. Their resumes must be included as an appendix to this volume. If new employees will be hired for this project, include a job description and required qualifications. The responsibility of each individual must be specified. Transcripts and other documentation of the experience of proposed personnel will be required of the successful bidder before a contract is awarded.

e. PRIOR EXPERIENCE

Include a brief statement concerning the recent experience of persons from your agency who will be actively engaged in the proposed effort. Do not include general agency background brochures. Do not include agency experience unless persons who will work on this program participated in that experience and such participation is indicated in either the previous section or the appended resumes. Emphasize recent experience in the following areas: (a) criminal justice or juvenile justice and service delivery systems; (b) programs for status offenders in a community-based setting; (c) other relevant experience. The name, title, address, and phone number of a contact person for each previous reference cited in this experience must be included. References will be checked for all bidders remaining under consideration after a preliminary screening effort.

VOLUME II: BUSINESS PROPOSAL

The information requested in this section is required to support the reasonableness of your quotation and is for internal use only. The data will be held in confidence and will not be revealed to or discussed with competitors. Your established method of costing may be used and must be described. This portion of the proposal must be bound and sealed separately from the remainder of the proposal.

The budget must be displayed in accordance with the format indicated below. A BUDGET NARRATIVE must follow the display and shall describe and justify each budget category.

1. BUDGET AND BUDGET NARRATIVE

a. Direct Labor

Itemize so as to show the following for each category of personnel with a different salary rate per hour:

- Category; e.g., program manager, social service supervisor, etc.
- Estimated hours
- Salary rate per hour
- Total cost for each category and for all manpower needs

b. Consultants

Indicate rate per day and estimated number of days, assuming an eight-hour day unless otherwise specified. Under current guidelines, a maximum rate of \$135 per day (\$16.87 per hour) is allowable.

c. Other Contractural (Itemize)

d. Equipment (Itemize)

e. Supplies and Materials (Itemize)

f. Computer Costs

Indicate cost per hour and estimated number of hours.

g. Travel

Show transportation costs and per diem separately. Indicate which personnel are involved in travel and the destination and purpose of anticipated travel.

h. Other Direct Costs (Itemize)

i. Overhead and General and Administrative Expenses

Indicate base and percentage used and the total for Overhead and/or General and Administrative Expense. A fixed overhead rate will be incorporated in the contract. Justification must be provided. If a federally approved rate is used, a summary of the rate negotiations must be attached.

j. Total Direct and Indirect Costs

k. Profit

1. Total Price of Proposal

2. INDEPENDENT PRICE DETERMINATION

Include a statement substantially as follows:

"This cost and price analysis is submitted in full compliance with the provision of Paragraph 20, entitled 'Independent Price Determination,' of Section I of the RFP to which this proposal is a response."

3. WORK PLAN (may also be included in Vol. I at bidder's option)

- a. Each task and the approximate amount of time (in weeks) and the professional manhours required for each must be described in detail, including the time required for becoming operational after award is made.
- b. A schedule for a series of reports to be provided must be indicated in weeks.
- c. This work plan must be indicated in a display, in weeks, for each task and decision point in your proposal. These tasks will become contractual obligations to be met by the contractor. Payment will be dependent upon their successful completion. Bidders should suggest an acceptable penalty for nonperformance in accordance with the proposed time table.

4. SUMMARY

Indicate the total cost per professional manhour and the personnel cost

(including overhead and fringes if based on a percentage of salaries) per professional manhour.

Indicate the total cost for each task proposed and indicated in the work plan.

A summary display must be included using the format in Attachment A for the purpose of making accurate comparisons among competing organizations. The attachments provide an example of the kinds of cost and time comparisons made among competing bidders.

VOLUME III: EXECUTIVE SUMMARY (optional)

A separately bound narrative description of the proposed effort and of the end products which will be delivered must be enclosed with each copy of the proposal. This summary should be no more than five pages long and should not discuss the problem being attacked by the DSO Program, but should describe the proposed approach and outline the major components of the proposed methodology. It should include a statement of the total cost of the proposed project, and the number of fulltime equivalent professionals assigned to the project.

Section IV: Proposal Selection Criteria

All proposals received will be evaluated by the (agency) for the purpose of selecting the bidder with whom the contract will be signed to provide these services. The following will be considered in making this selection:

- | | |
|---|-------------------|
| 1. PROJECT DESIGN | Approximately 65% |
| a. Statement of the Problem--realism, impact definition, objectives, etc. | (10%)* |
| b. Innovativeness of approach to provision of services. | (10%) |

* These estimates of the weight assigned to various selection criteria are provided as an example which the planner might use if he/she chooses to provide this information in the RFP, or for internal use.

- c. The appropriateness of the proposed approaches and the precision with which they are described. (20%)
 - d. Realism and adequacy of work schedule, manhours allocated, etc. (25%)
2. OTHER FACTORS Approximately 35%
- a. Personnel competence as judged in terms of education and relevant experience as discussed in this RFP. (20%)
 - b. Affirmative Action Program. All bidders must include with their proposal signed EEO documents certifying compliance with (agency) equal employment opportunity regulations. Blank copies of these forms are attached in Appendix B. (5%)
 - c. Price. Emphasis will be placed upon the fairness of the proposed price relative to the proposed tasks and the adjudged competence of the Offeror. (10%)

Section V: Attachments

1. Sample Comparisons of Competing Bidders. (NOTE: These summary formats will be used in comparing competing proposals from the standpoint of cost-effectiveness.)
 - Time Allocations Indicated in Proposals
 - Cost Breakdown of Proposals
2. (Agency) Equal Opportunity Documents
3. Needs Assessment Report

ATTACHMENT I:

TIME ALLOCATION INDICATED IN PROPOSALS

	AGENCY I		AGENCY II		AGENCY III		AGENCY IV		AGENCY V	
	hours	days	hours	days	hours	days	hours	days	hours	days
Sr. Staff	4,992	624	4,160	520	2,600	325	4,155	519	7,390	924
Existing	1,872	234	4,160	520	2,600	325	1,035	129	5,606	701
New	3,120	390	-0-	-0-	-0-	-0-	3,120	390	1,784	223
Jr. Staff	15,600	1,950	6,440	805	3,800	475	7,190	899	11,808	1,476
Existing	-0-	-0-	6,440	805	3,800	475	7,190	899	7,168	896
New	15,600	1,950	-0-	-0-	-0-	-0-	-0-	-0-	4,640	580
Subcontractors	-0-	-0-	-0-	-0-	2,000	250	2,244	280	880	110
Consultants	1,896	237	600	75	-0-	-0-	600	75	456	57
PROFESSIONAL	22,488	2,811	11,200	1,400	8,400	1,050	14,189	1,773	20,534	2,567
TOTAL COST PER:	9.28	74.24	17.84	142.76	22.59	180.74	13.76	110.10	10.16	81.31
PERSONNEL COST PER:	5.13	41.03	6.93	55.46	8.3	66.41	6.16	49.34	4.88	39.02
Full-Time Professionals **	10.8		5.4		4.0		6.8		9.9	

** (2,080 hours per year)

ATTACHMENT II:

COST BREAKDOWN OF PROPOSALS

	AGENCY I		AGENCY II		AGENCY III		AGENCY IV		AGENCY V	
Sr. Staff	\$ 38,812	18.6%	\$ 34,611	17.3%	\$ 26,096	13.6%	\$ 27,440	14.0%	\$ 52,037	24.9%
Existing	17,250	8.3	34,611	17.3	26,096	13.6	7,659	3.9	40,798	19.5
New	21,562	10.3	-0-	-0-	-0-	-0-	19,781	10.1	11,239	5.4
Jr. Staff	64,687	31.0	31,782	15.9	22,873	12.0	34,061	17.4	35,606	17.0
Existing	-0-	-0-	31,782	15.9	22,873	12.0	34,061	17.4	29,760	14.2
New	64,687	31.0	-0-	-0-	-0-	-0-	-0-	-0-	5,846	2.8
Subcontractors	-0-	-0-	-0-	-0-	20,760	10.9	20,350	10.4	8,250	4.0
Consultants	11,837	5.7	11,250	5.6	-0-	-0-	5,625	2.9	4,275	2.0
PROFESSIONAL	115,337	55.3	77,643	38.8	69,729	36.7	87,476	44.8	100,169	48.0
TRAVEL	14,690	7.0	23,768	11.9	28,750	15.1	13,325	6.8	20,650	9.9
Clerical	15,525	7.4	1,000	0.5	1,740	0.9	-0-	-0-	5,886	2.8
Computer	32,210	15.4	-0-	-0-	-0-	-0-	-0-	-0-	8,250	4.0
Printing	5,066	2.4	3,000	1.5	1,500	0.8	2,500	1.3	1,250	0.6
Supplies	1,197	0.6	250	0.1	-0-	-0-	-0-	-0-	660	0.3
Equipment	1,395	0.7	-0-	-0-	-0-	-0-	-0-	-0-	-0-	-0-
Telephone	2,700	1.3	1,000	0.5	-0-	-0-	-0-	-0-	1,000	0.5
Rent	2,700	1.3	-0-	-0-	-0-	-0-	-0-	-0-	1,500	0.7
Overhead	-0-	-0-	21,113	10.6	70,992	37.4	69,998	35.8	53,036	25.4
Gen & Admin.	-0-	-0-	53,920	27.0	8,304	4.4	4,180	2.1	1,112	0.5
OTHER COSTS	60,793	29.1	80,283	40.2	82,536	43.5	76,668	39.3	72,694	34.8
FEE	17,853	8.6	18,169	9.1	8,755	4.6	17,747	9.1	15,217	7.3
TOTAL	\$208,674	100.0%	\$199,864	100.0%	\$189,770	100.0%	\$195,216	100.0%	\$208,730	100.0%

PART THREE: SAMPLE CONTRACT FOR PURCHASE OF SERVICES
FOR DEINSTITUTIONALIZED STATUS OFFENDERS

C O N T R A C T

between

("Name of Agency/Organization")

-and-

("Complete Name of Contractor/Service Provider Organization")

SUMMARY

This Contract is entered into this (Number) day of (Month), (Year)
between

("Complete Name of Agency/Organization")

(Address)

hereinafter referred to as the (State, Agency, etc. Abbreviation),
and

("Name of Contractor/Service Provider Organization")

(Address)

hereinafter referred to as the "Contractor."

Because (Agency Abbreviation) is interested in

(Define General Goals of Project, and Services to be Provided, Such
as Social Services to Eligible Clients)

and because (Agency Abbreviation) is authorized to secure these services by

(Specify Legislation, Executive Order, Etc. that defines authority),

and because the Contractor, by his previous work and by his proposal, has demonstrated a unique capability and willingness to perform the type and quality of services required by (Agency Abbreviation), in consideration of the mutual promises herein contained, the (Agency Abbreviation) and (Contractor) agree to the following contractual provisions.

General Provisions

A. Interpretation of this Contract

1. DEFINITIONS

As used throughout this agreement, the following terms shall have the meaning set forth below:

- a. The term (Agency Abbreviation) means (Give Complete Name of Agency/Organization).
- b. The term "Contractor" means (Give Full Contractor Title).
- c. The term "Contracting Officer" means the person delegated by the (Insert the Title of the Executive Director or Agency Head) to oversee the implementation of this Contract, and for the purposes of this Contract shall be (Agency's Title)'s (Insert Title of Officer and Name). The Contracting Officer is responsible for the technical aspects of this Contract and for acceptance of all work required under the Contract, including approval of any and all reports.
- d. The term "Project Monitor" means the individual designated by the Contracting Officer to serve as the liaison with the Contractor, and for the purposes of this Contract shall be (Insert Title and Name of Person).

The Project Monitor is responsible for:

- (1) the substantive aspects of the project;
- (2) coordinating the activities of the Contractor with other (agency) funded projects; and
- (3) such other specific responsibilities as are stipulated in various clauses of the Contract. The Project Monitor is not authorized to make any commitments or otherwise obligate the (Agency Title) or authorize any changes to the Contract which affect the contract price, terms, or conditions. Any such changes shall be referred to the Contracting Officer through the Project Monitor. No such changes shall be made without the expressed prior authorization of the Contracting Officer.

- e. The term "Subject Data" as used herein means computer programs, writings, sound recordings, pictorial reproductions, drawings or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this Contract, and any component parts of such submissions. The term computer programs includes executable computer programs and supporting data which may be included in documents, computer listings, card decks, tapes (magnetic and paper), discs, drums, and the like. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
- f. The term "Deliverables" means the end products--subject data, reports, specifications, etc.--listed in the Attachments.
- g. The term "Unlimited Rights" as used herein means the right to use, duplicate, and disclose, in whole or in part in any manner for any purpose whatsoever, and have others do so, without attribution to the Contractor.
- h. (Include other necessary definitions).

2. TECHNICAL ASSISTANCE

The (Agency Abbreviation) will provide such consultation and technical assistance as requested by the Contractor, when reasonably available, to assure satisfactory execution of this Contract.

3. OTHER DOCUMENTS INCORPORATED

This Contract contains all the terms and conditions agreed upon by the parties. Included in this Contract are the following attachments:

- a. (Request for Proposal Title & Date):
- b. (Proposal Materials, Title by Contractor, Date, Volume Numbers):
- c. (Service Description):
- d. (Other Necessary Attachments Included).

All attachments incorporated by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this

agreement, shall be deemed to exist or to bind any parties hereto.

4. CONFLICT

In the event of a conflict between the terms of this Contract and:

- a. The RFP, this Contract supersedes;
- b. The Proposal, this Contract supersedes;
- c. State Procurement Regulations, the State Regulations supersede.

5. CONTROLLING LAW

The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of "The State of (Insert Proper State Name)."

6. STATUTORY COMPLIANCE

- a. The Contractor agrees to comply to all standards required by Federal, State, or local requirements, statutes, regulations, or ordinances applicable to the location where services will be provided, for the duration of this contract period. Specifically, no person shall, on the ground of religion, handicap, color, sex, national origin, or other unjustifiable criteria, be denied benefits, or otherwise subjected to separate treatment or discrimination, under any program activity or service funded through this Contract. Contractor further agrees to provide such compliance and certification, information, reports, or statements as may be necessary to ascertain, indicate, or verify compliance. In the event of Contractor's noncompliance with any of said requirements, statutes, regulations, or ordinances, this Contract may be cancelled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further contracts, and such other sanctions and remedies imposed as provided by law. The Contractor shall include these compliance requirements in all subcontracts.
- b. The (Agency Title) shall not be obligated to reimburse the Contractor for costs incurred in excess of the estimated total cost set forth, and the Contractor shall not be obligated to continue performance under the Contract or to incur costs in excess of the estimated total cost set forth, unless and until the Contracting Officer, with the

approval of (Agency Title), shall have notified the Contractor in writing that such estimated cost has been increased and shall have specified in such notice a revised estimated total cost, which shall thereupon constitute the estimated total cost of performance of this Contract. When and to the extent that the estimated total cost set forth has been increased, any costs incurred by the Contractor in excess of such estimated cost prior to the increase in estimated cost shall be allowable to the same extent as if such costs had been incurred after such increase in estimated cost.

7. GOVERNMENT EMPLOYEES NOT TO BENEFIT

No employee or elected official of federal or state government shall be admitted to any share or part of this Contract, or to any benefit that may arise therefrom except as otherwise provided by law.

8. COMMISSIONS

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the (Agency Title) shall have the right to annul this Contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9. PRICE WARRANTY

The Contractor warrants that the price(s) charged the (Agency Title) herein, is/are equal to or less than the net price(s) currently charged (after the most favorable discount) to any other customer for articles and/or services of identical or comparable nature.

B. Payment for Services

1. AVAILABILITY OF FUNDS

This Contract is entered into subject to the availability of funds

legally authorized for expenditure. The (Agency's Title) liability for payment of authorized services shall be limited to funds available and legally authorized for expenditures at an aggregate level sufficient to allow for purchase of the indicated quantity of services.

2. COST-REIMBURSABLE

This Contract is a cost-reimbursable contract, subject to the specific estimated total cost limit stated in the Specific Provisions section of this Contract. Any additional costs of the Contractor shall not be payable hereunder except upon written modification of this Contract as provided hereinafter.

- a. It is estimated that the total cost to the (Agency Title) for the performance of this Contract will not exceed the estimated total cost as set forth in the Specific Provision of the Contract, and the Contractor agrees to use its best efforts to perform the work specified in the schedule, and all obligations under this Contract, within such estimated cost. If, at any time, the Contractor incurs costs in the performance of this Contract which equal or exceed seventy-five percent (75%) of the estimated total cost set forth, or if, at any time, the Contractor has reason to believe that the total cost shall be substantially less than the then estimated cost, the Contractor shall notify the Project Monitor in writing to that effect, giving the revised estimate of such total cost for the performance of this Contract.

3. COST OF SUPPLIES

The Contractor agrees to obtain all supplies and equipment for use in the performance of this agreement at the lowest practicable cost and to purchase by means of a system of competitive bidding whenever required by law or whenever practical.

4. INCOMPLETE COST DATA

If the Contracting Officer and (Agency Title) determine that any price, including profit or fee, negotiated in connection with this Contract, or any cost reimbursable under this Contract was increased by any significant sums because the Contractor furnished incomplete or inaccurate cost or pricing data or data not current as certified in his Contractor's cost or pricing data, then such price or cost shall be reduced accordingly, and the Contract shall be modified in writing to reflect such reduction.

Failure to agree on a reduction shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this Contract.

5. INSURANCE

The Contractor will at all times hereafter during the term of this Contract, indemnify and hold harmless the (Agency Title), its officers, agents, and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs and expenses, accruing or resulting from any or all suits or damages of any character resulting from injuries or damages sustained by any person or persons, firm or corporation, or property, by virtue of the performance of this Contract.

The Contractor agrees to procure and thereafter maintain during the term of this Contract, Workmen's Compensation Insurance, employer's liability insurance, comprehensive automobile liability (bodily injury) insurance, and other such insurance necessary to adequately secure the persons and estates of service recipients against reasonably foreseeable torts which could cause injury or death. It will at all times during the term of this Contract have and keep in force a liability insurance policy, issued by a company authorized to do business in the State of (Proper State) and licensed by the Insurance Department, thereof, with a liability coverage provided for therein of at least \$50,000 for property damage sustained by any one person, \$100,000 for injury and/or damages to any one person, and \$300,000 for total injuries and/or damages arising from any one accident. Prior to or upon the execution of this Contract, Contractor shall furnish the State with written verification of the existence of such liability insurance policy. If any action, suit, or proceeding is brought against the (Agency Title) upon any matter herein indemnified against, the (Agency Title) shall as soon as practicable cause notice in writing thereof to be given to the Contractor by certified mail addressed to its post office address. However, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs or expenses caused by or resulting from the acts or omissions of the (Agency Title) or any of its officers, employees, agents, or representatives. In the event that any action, suit, or proceeding is brought against the (Agency Title) upon any matter herein indemnified against, the (Agency Title) shall as soon as practicable cause notice in writing hereof to be given to the Contractor by certified mail addressed to the Contractor's official post office address.

C. Performance

1. PROFESSIONAL STANDARDS

The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to high professional standards.

2. KEY PERSONNEL

The individuals named in the attached work schedule, and/or such other individuals who are to be assigned to work under this Contract as a result of negotiations, are necessary for the successful performance of this Contract. The Contractor agrees that whenever for any reason, one or more of the aforementioned individuals are unavailable for performance under this Contract, the Contractor shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

In this connection, the Contractor shall submit to the Contracting Officer and (Agency Title) a resume giving the full name, title, qualifications, and experience, for all successor or new personnel prior to assignment of such personnel to perform work under the Contract. The Contracting Officer and (Agency Title) may, together with the Project Monitor, decide whether or not such successor personnel meet the qualifications of the replaced personnel. In the case of new personnel, a determination will be made whether or not they will be more qualified to perform the work assigned and the Contractor will be advised accordingly.

3. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this agreement. Personal services provided by the Contractor shall be rendered by employees employed by the Contractor and subject to supervision of the Contractor, and not as officers, employees, or agents of the (Agency Title). Personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the Contractor.

4. SUBCONTRACTS

To the extent reasonably necessary to enable Contractor to perform its duties hereunder, Contractor shall be authorized to use its employees, agents, or assistants. However, the Contractor shall not assign or subcontract this agreement or any part thereof or any benefit or obligation thereunder without express prior written consent of the Contracting Officer. Any Contracts entered into pursuant to this Contract shall comply with all the requirements of this Contract.

5. REVIEW

The Contractor agrees that a contract, program, and facilities review may be conducted at any reasonable time by Federal, State, and (Agency Title) personnel, and other persons duly authorized by the (Agency Title). This review may include meetings with consumers, review of service records, review of service policy, review of procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly and indirectly involved in the provision of services.

The Contractor agrees to cooperate with any such review and shall provide to the (Agency Title) such information and data as may be required in such form, in such manner, and at such time as may be prescribed.

6. COOPERATION

- a. The (Agency Title) may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other Contractors and (Agency Title) employees, and carefully fit its own work to such additional work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by (Agency Title) employees.
- b. The foregoing paragraph shall be included in the contracts of all Contractors with whom this Contractor shall be required to cooperate. The (Agency Title) shall equitably enforce this clause as to all Contractors, to prevent the imposition of unreasonable burdens on any Contractor.

D. Documentation

1. PRODUCTS

All reports, documentation, products and deliverables, or other

descriptive materials produced in satisfaction of this Contract are understood by the parties of this Contract to be in the public domain and not proprietary to the Contractor.

2. SUBJECT DATA

The (Agency Title) shall have, with attribution to the Contractor:

- a. Unlimited rights to subject data first produced in the performance of this Contract; and
- b. Unlimited rights in noncopyrighted subject data not first produced in the performance of this Contract unless otherwise specified.

The Contractor agrees not to assert any rights at common law or equity, or otherwise in subject data first produced in the performance of this Contract.

3. DATA RIGHTS

To the extent that the Contractor has or may acquire the right, the Contractor grants to the (Agency Title), and others acting on its behalf, a royalty-free, nonexclusive, irrevocable, worldwide license to publish, translate, copy, and otherwise utilize copyrighted subject data not first produced in the performance of this Contract. Unless the written permission of the Contracting Officer is obtained, the Contractor shall not incorporate in subject data copyrighted material other than that to which the foregoing governmental license has been acquired without cost-reimbursement for the (Agency Title).

4. PUBLISHERMENTS

The Contractor agrees that he will not copyright, publish, have published, or otherwise disseminate any information of whatever nature resulting from the work being performed under this Contract except as specified in Section (NUMBER) or as may be approved in writing by the Contracting Officer.

All notices, informational pamphlets, press releases, research reports, and similar public notices prepared and released by the Contractor shall include the statement, "This project is funded (in part) under an agreement with the (Agency Title).". The Contractor further guarantees that any cost incurred pursuant to this agreement will not be allocable to or included as a cost of any other Federally-financed program in either the current or a prior period.

5. SUBJECT DATA WITHHOLDING OF PAYMENT

If "Subject Data" (as defined in the clause of this Contract entitled "SUBJECT DATA") or any part thereof, is not delivered within the time specified by this Contract, or is deficient upon delivery (including having restrictive markings not specifically authorized by the Contract) the (Agency Title) may, until such data is delivered or deficiencies are corrected, withhold payment due the Contractor on account of allowable costs and fixed fee, of ten percent (10%) of the Contract price, unless a lesser withholding is specified in the Contract. Payments shall not be withheld nor any other action taken pursuant to this clause where the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of the cause beyond the control and without the fault or negligence of the Contractor. The withholding of any amount of subsequent payment thereof to the Contractor shall not be construed as a waiver of any rights accruing to the (Agency Title) under this Contract.

6. NOTICE OF INFRINGEMENT

The Contractor shall report to the Contracting Officer and the (Agency Title) promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.

In the event of any claim or suit against the (Agency Title), on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any subject data furnished or work or services performed hereunder, the Contractor shall furnish to the (Agency Title), when requested by the Contracting Officer or the (Agency Title), all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at no expense to the (Agency Title).

7. TITLE AND RISK LOSS

- a. Unless this Contract specifically provides in the Special Provisions Section for earlier passage of title, title to subject data covered by this Contract shall pass to the (Agency Title) upon formal acceptance, regardless of when or where the (Agency Title) takes physical possession.
- b. Unless this Contract specifically provides otherwise, risk of loss or

of damage of subject data covered by this Contract shall remain with the Contractor until title to such subject data passes.

- c. Notwithstanding "b" above, the risk of loss or of damage to subject data which so fail to conform to the Contract as to give a right of rejection shall remain with the Contractor until cure or acceptance, at which time "b" above shall apply.
- d. Notwithstanding "b" above, the Contractor shall not be liable for loss of or damage to subject data caused by the negligence of officers, agents, or employees of the (Agency Title), acting within the scope of their employment.

8. DISCLOSURE OF INFORMATION

The use or disclosure by any party of any information concerning the service client, in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Contract or the Contractor's responsibilities with respect to purchased services hereunder, is prohibited except on written consent of the service client, his/her attorney, or his/her responsible parent or guardian. The Contractor shall exert all reasonable effort to advise the Project Monitor at the time of delivery of data furnished under this agreement of all invasions of the right of privacy contained therein.

9. RECORDS

The Contractor agrees to maintain accurate books, records, documents, and other evidence and results of standard accounting procedures and practices, sufficient to reflect properly all direct and indirect costs, of whatever nature, claimed to have been incurred, and anticipated to have been incurred, for the performance of this Contract. The Contractor shall also maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records regarding applications, determination of eligibility (when applicable), the provision of services and other administrative costs, and statistical, fiscal, and other records necessary for reporting accountability under (State Name) and Federal requirements. The foregoing constitute "records" for the purposes of this clause.

10. INSPECTION AND AUDIT

The Contractor's records shall be subject at all reasonable times to

inspection and audit by the Contracting Officer, the (Agency Title), (Other appropriate agencies, such as LEAA and the United States Comptroller General's Office), or any authorized representatives of the previously mentioned individuals or agencies. In addition, for purposes of verifying that cost or pricing data submitted in conjunction with the negotiation of this Contract or any Contract change or other modification, was accurate, complete, and current, the Contracting Officer, the (Agency Title), or their authorized representatives, shall also have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this Contract, or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.

11. PRESERVATION OF RECORDS

The right of inspection and audit shall continue, and the Contractor shall preserve and make available his records until the expiration of seven (7) years from the date of final payment under this Contract, or for such longer period, if any, as is required by applicable statute, or by other clauses in this Contract, or by (a) or (b) below:

- a. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven (7) years from the date of any resulting final settlement.
- b. Records which relate to (i) appeals arising from "Disputes" of this Contract, (ii) litigation or the settlement of claims arising out of the performance of this Contract, or (iii) costs and expenses of this Contract as to which exception has been taken by the Contracting Officer, shall be retained until such appeals, litigation, claims, or exceptions have been disposed.

12. REPORTS

The Contractor agrees to prepare and submit (Insert Time Period) monitoring reports to the (Agency Title). These monitoring reports shall furnish sufficient information to the (Agency Title) to keep it fully appraised of Contractor's activities during the preceding month, the implementation of the services provided for in this Contract, expenditures incurred, statistical records which indicate the number of persons served, the nature of services rendered, the manhours expended

by Contractor's personnel, project stoppages, and any existing or anticipated problems. The Contractor agrees to utilize any other client record keeping forms as requested by the (Agency Title).

E. Unforeseen Circumstances

1. NOTICE TO THE GOVERNMENT REGARDING LATE DELIVERY

In the event the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the Contract delivery schedule or date, the Contractor shall immediately notify the Contracting Officer thereof in writing, giving pertinent details, including the date by which it expects to complete performance or make delivery; provided, however, that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the (Agency Title) of any contract delivery schedule or date, or any right or remedies provided by law or under this Contract.

2. EXCUSABLE DELAYS

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy, acts of the (Agency Title) in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be deemed to be in default, unless (i) the supplies or services to be furnished by the subcontractor were obtainable from other sources, (ii) the Contracting Officer or (Agency Title) shall have ordered the Contractor in writing to procure such supplies or services from such other sources, and (iii) the Contractor shall have failed to comply reasonably with such order. Upon request of the

Contractor, the Contracting Officer shall ascertain the facts and extent of such failure and, if he/she shall determine that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of the (Agency Title) under the clause of this Contract providing for termination. (As used in this clause, the term "subcontractor" and "subcontractors" means subcontractor(s) at any tier.)

3. MODIFICATIONS

Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only with the express consent of both contracting parties, when they have been reduced to writing, duly signed, and attached to the original of this agreement. No oral understanding or agreement not incorporated herein shall be binding upon any of the parties hereto. Contractor acknowledges that work beyond the scope of this Contract may not be undertaken without a valid Contract modification. No claim for services furnished by the Contractor not specifically provided in the agreement, will be allowed, nor shall the Contractor do any work or furnish any service or material with respect to any service client pursuant to this agreement not covered by this agreement, unless approved in writing by the (Agency Title). Such approval shall not be construed to amend this agreement except with reference to the specific services or materials and specified service clients so approved, unless otherwise specifically stated in the approval.

Written consent must be made by the Contracting Officer, or in the event of his/her unavailability, by an authorized agent appointed by the (Executive Director, etc., as selected) of the (Agency Title).

If any such Contract alteration causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Contract, whether changed or not changed by any such order, or otherwise affects any other provisions of this Contract, an equitable adjustment shall be made (i) in the estimated cost or delivery schedule, or both, and (ii) in such other provisions of the Contract as may be so affected, and the Contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided, however, that the Contracting Officer, with the approval of the (Agency Title), decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Contract.

Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

4. STOP WORK ORDER

a. The Contracting Officer with the approval of the (Agency Title), or (Agency Title), may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer and/or (Agency Title) shall either:

- 1) Cancel the Stop Work Order, or
- 2) Terminate the work covered by such order as provided in the "Termination Clause" of this Contract.

b. If a Stop Work Order issued under this clause is cancelled, or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule or work. An equitable adjustment shall be made in the delivery schedule or Contract price, or both, and the Contract shall be modified in writing accordingly, if:

- 1) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract, and
- 2) The Contractor asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify such action, he/she may receive and act upon any such claim asserted

at any time prior to final payment under this Contract.

- c. If a Stop Work Order is not cancelled and the work covered by such order is terminated for the convenience of the Government, the reasonable costs resulting from the Stop Work Order shall be allowed in arriving at the termination settlement.

5. DISPUTES

- a. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the (Executive Director or appropriate title) of (Agency Title). The decision of that official or his/her duly authorized representative for the determination of such appeals shall be final and conclusive unless otherwise determined by a court or other agency of competent jurisdiction. In any action brought at law or in equity to enforce or interpret the provisions of this Contract, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he may be entitled. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Contracting Officer's decision.
- b. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph "a" above: provided, that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

6. AUDIT EXCEPTIONS

Expenditures under this Contract determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, will be refunded to the (Agency Title, or State).

7. LIMITATION ON WITHHOLDING OF PAYMENTS

In any one Contract executed pursuant hereto, if more than one clause or provision of this Contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts so withheld at any one time is limited to such clause or provision at that time.

8. TERMINATION FOR DEFAULT OR FOR CONVENIENCE OF THE GOVERNMENT

- a. This Contract may be terminated at an earlier date if mutually agreed upon in writing by both parties.
- b. The performance of work under the Contract may be terminated by the (Agency Title) in accordance with this clause in whole, or from time to time in part:
 - 1) Whenever the Contractor shall default in performance of this Contract in accordance with its terms (including in the term "default" any such failure by the Contractor to make progress in the prosecution of the work hereunder as endangers such performance), and shall fail to cure such default within a period of ten (10) days, (or such longer period as the Contracting Officer and the (Agency Title) may allow) after receipt from the Contracting Officer, with the approval of the (Agency Title) of a notice specifying the default; or
 - 2) Whenever, for any reason, the Contracting Officer, with the approval of the (Agency Title) or, (Agency Title), shall determine that such termination is in the best interest of the (Agency Title). Any such termination shall be effected by delivery to the Contractor of a "Notice of Termination" specifying whether termination is for default of the Contractor or for the convenience of the (Agency Title), the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

If, after notice of termination of this Contract for default under "1" above, it is determined for any reason that the Contractor was not in default pursuant to "1" or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor

pursuant to provisions of the clause of this Contract relating to excusable delays, the "Notice of Termination" shall be deemed to have been issued under "2" above, and the rights and obligations of the parties hereto shall be in such event governed accordingly.

In the event of such termination by the (Agency Title) under "1" above, the (Agency Title) may obtain substitute services of another Contractor, for completion of the work covered by this Contract. Costs to the (Agency Title) for completion of work under this Contract which are in excess of the amount remaining to be paid to Contractor shall be paid to the (Agency Title) by Contractor upon demand as stipulated damages for breach of this Contract, in addition to any other relief to which the (Agency Title) may be entitled.

- c. After receipt of a "Notice of Termination" and except as otherwise directed by the Contracting Officer, with the approval of the (Agency Title), or by the (Agency Title), the Contractor shall:
- 1) Stop work under the Contract on the date and to the extent specified in the "Notice of Termination";
 - 2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
 - 3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - 4) Assign to the (Agency Title) in the manner and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - 5) With the approval or ratification of the Contracting Officer, with the approval of the (Agency Title), to the extent he/she may require, which approval or ratification shall be final and conclusive for all purposes of this clause, settle all outstanding liabilities and all claims arising out of such termination

of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this Contract;

- 6) Transfer title to the (Agency Title) (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Contracting Officer, with the approval of the (Agency Title): (i) work in process, completed work, subject data, and other material produced as a part of, or acquired in respect of the performance of, the work terminated by the "Notice of Termination"; and (ii) the complete or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the (Agency Title);
 - 7) Complete performance of such part of the work as shall not have been terminated by the "Notice of Termination."
- d. Any expenditures properly incurred prior to the date of termination shall be authorized and paid for in accordance with the terms of the Contract, even though payment occurs subsequent to the termination date. Any funds advanced to the Contractor prior to the date of termination must be returned to the (Agency Title). If the Contract was terminated under "2" above, the reasonable expenses to effect an orderly termination of the project, and a prorated fee will be paid to the Contractor.
 - e. Failure to agree shall be a dispute concerning a question of fact within the meaning of the clause of this agreement dealing with disputes. The (Agency Title) may withhold from amounts otherwise due the Contractor for such completed work or services such sum as the (Agency Title) determines to be necessary to protect the (Agency Title) against loss because of outstanding liens or claims of former lien holders.

ADD ANY OTHER GENERAL PROVISIONS REQUIRED BY LOCAL LAW.

Special Provisions

1. TERM

Subject to its other provisions, the terms of this Agreement shall commence on the _____ day of _____, 19____, and terminate on the _____ day of _____, 19____, both dates inclusive.

2. PAYMENT TOTAL

The total cost limit of this Contract is (\$ Contract Limit), including a fixed fee of (\$ Amount of Fee). The (Agency Title) agrees to pay Contractor in accordance with the Contract budget in Contractor's proposal, which is attached to this Contract.

3. PAYMENT PROCEDURE

(Agency Title) agrees to advance funds to the Contractor on a quarterly basis for anticipated expenditures to be incurred under this agreement. Funds will be requested in a form provided by (Agency Title).

3. (ALTERNATE) METHOD AND SOURCE OF PROVIDER PAYMENT

The (Agency Title) agrees to reimburse the Contractor by warrant drawn against the State of (State Name) upon receipt of an itemized billing statement for service activities which will be submitted as soon as possible after the end of the month, but never later than thirty (30) days after the end of the month in which the service is given and supported by information on Form (Agency Form Identifier) which will contain the following, for each service recipient:

- a. The name of the service recipient.
- b. Dates service received by recipient.
- c. Units of service received by recipient.
- d. Unit cost or rate of reimbursement by unit of service.
- e. Amount of fees imposed and collected, if performed by Provider.
(Fees collected by Provider shall be deducted from payments made to Provider.)

4. SERVICES

The Provider shall provide services as described in Attachment (Specific Attachment Number) which is a permanent portion of this agreement, for eligible clients as may be specifically authorized to the Contractor by the (Authorization). The services provided for herein shall comply with the provisions of the Contractor Proposal Workplan and with the standards and provisions of Program Guidelines which will be issued.

5. IMPOSITION OF FEES

The Contractor will not impose any fees upon consumers given services under this Contract, except as permitted by Attachment (Insert Number).

5. (ALTERNATE) IMPOSITION OF FEES

The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible service clients. Provider further certifies that payment rates will not exceed amounts reasonable and necessary to assure quality of service.

6. ELIGIBILITY

The (Agency Title) will determine the eligibility of each recipient for whom the Contractor will be asked to provide services, and the (Agency Title) will not make payments for services provided to any recipient prior to an eligibility determination.

6. (ALTERNATE) ELIGIBILITY

The Contractor will determine the eligibility of each recipient for whom the Contractor will provide services, and the (Agency Title) will not make payments or provide services to any recipient prior to an eligibility determination). Eligibility shall be determined by strict adherence to the standards defined in Attachment (Insert Number.).

7. CASE MANAGER

The (Agency Title) will appoint a case manager for each service recipient served under this Contract who will establish the goals with the recipient, and will have continuing responsibility for following the progress of the recipient through the services provided.

7. (ALTERNATE) CASE MANAGER

The Contractor shall designate a case manager for each service recipient served under this Contract in order to establish service goals and facilities services.

8. RELIGIOUS BELIEFS

The Contractor shall not make any attempts to recruit, expose, or convert the service recipients to a particular religion or set of beliefs. The Contractor shall not make attendance at religious services mandatory, or otherwise require religious activities as a condition for services.

9. GRIEVANCES

The Contractor will establish a system through which service recipients may present grievances and receive a fair hearing concerning the provision of services. The Contractor will advise service recipients of this right, and of the right to appeal to the (Agency Title) for denial or exclusion from the service program or failure to recognize a service client's choice of a service, or failure to provide a fair hearing in these respects. Whenever a service client requests an appeal, the (Agency Title) will make arrangements to provide such hearing through regular fair hearing procedures. In the event of an appeal, the Contractor will appear, participate, and justify its actions. The Contractor will provide written notice of these rights to service applicants and recipients.

10. ESSENTIAL PERSONNEL

Contractor acknowledges that the services of (Insert Contractor Names) are essential to the successful performance of this Contract, and that (Agency Title) reserves the right to reduce the scope of, or cancel this Contract in its entirety, should any one of the aforementioned individuals cease to provide services under this Contract. Moreover, the Contracting Officer or (Agency Title) may determine that an individual named to provide services is unsuitable, and require the Contractor to substitute suitable personnel.

Statement of Execution

This (Number) page Contract is hereby signed and entered into this (Number) day (Month), 19 (Year), by:

_____ (Contractor)

_____ (Agency Title)

_____ (Signature)
(Contractor's Representative's
Position)

_____ (Agency's Representative's Title)

Date: _____

Date: _____

(Other Signatures Necessary for Approval or Funding Authorization)

END