

**STATE OF LOUISIANA**  
**COASTAL PROTECTION AND RESTORATION**  
**AUTHORITY**

**REQUEST FOR PROPOSALS**  
**FOR**  
**FINANCIAL SERVICES ASSISTANCE**

**RFP #: 2503-13-37**

**PROPOSAL DUE DATE/TIME: APRIL 25, 2013 3:00 PM**

**MARCH 21, 2013**

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# **1 GENERAL INFORMATION**

## ***1.1 Purpose***

This Request for Proposals (RFP) is issued by the Coastal Protection and Restoration Authority (herein referred to as the CPRA or the State) for the purpose of entering into a contract with a firm which will provide qualified personnel to assess CPRA's current financial environment as it relates to project management and accounting, recommend and implement modifications to existing financial management practices and systems for the CPRA, and serve as the liaison/consultant for conversion to the State of Louisiana's new accounting system, LaGov.

CPRA is seeking proposers to respond to the Scope of Work statement entitled "Financial Services Assistance."

## ***1.2 Background***

After Hurricanes Katrina and Rita in 2005, the Coastal Protection and Restoration Authority Board was created by the Louisiana Legislature as the single state entity with authority to articulate a clear statement of priorities and to focus development and implementation efforts to achieve comprehensive coastal protection for Louisiana. In July 2008, an implementation office of approximately 155 staff, originally known as the Office of Coastal Protection and Restoration and now referred to as the Coastal Protection Restoration Authority, was established.

Since 2008, CPRA has been tasked with a multi-billion dollar work load, which includes hurricane protection and restoration projects across the coast. Most notable are the \$14.6 B Hurricane Protection System for the Greater New Orleans area; the \$497 M Coastal Impact Assistance Program; and the \$8 B Louisiana Coastal Area program. Additionally, CPRA serves as lead Trustee for the Natural Resource Damage Assessment that is a result of the 2010 Deepwater Horizon event.

With the approval of the Master Plan 2012 Update and in anticipation of additional project funding from the Deepwater Horizon Natural Resource Damage Assessment, RESTORE Act, Gulf of Mexico Energy Securities Act (GOMESA) or other sources, we have been evaluating how we can improve our implementation processes and structure.

CPRA utilizes the Department of Natural Resources (DNR) for accounting, budgeting, contracting, grants management, information technology and human resources services. The CPRA has been utilizing a financial and project management tracking system that was inherited from the DNR, and it has been modified to some degree. CPRA currently utilizes several different systems including: the state's accounting system ISIS; the state's contract tracking system CFMS; a time keeping system developed by DNR; a project management system, Primavera P6; and various other manual Excel spreadsheets for reporting/tracking information. Preliminary analysis of CPRA's financial management systems indicate that while current practices were sufficient at one time, it is evident that as additional revenue streams and projects are incorporated into the program, significant efficiencies and accountability could be gained by implementing a comprehensive project-based financial system to sufficiently and succinctly provide required financial and project information.

The State's Division of Administration has slated DNR and CPRA to be the next agencies to convert to the new statewide accounting system, LaGov, which is an Enterprise Resource Planning system. The LaGov system has components and capabilities that will allow CPRA to have a comprehensive financial/project management system. LaGov implementation is scheduled to start July 1, 2013 and be operational by July 1, 2014.

### ***1.3 Scope of Services***

Attachment 1 details the scope of services and deliverables/desired results that the State requires of the Contractor.

## **2 ADMINISTRATIVE INFORMATION**

### ***2.1 Term of Contract***

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2013 and to potentially continue through June 30, 2016. The State has authority to contract for up to three years upon approval by the State Division of Administration's Office of Contractual Review.

### ***2.2 Pre-proposal Conference***

A pre-proposal conference will be held on April 2, 2013 at 9:30 a.m. at the Coastal Protection and Restoration Authority office located at 450 Laurel Street, Baton Rouge, LA. The purpose of the conference is for proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint venture intending to submit a proposal should have at least one duly authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Therefore, potential proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, questions will be researched and the official response will be distributed in writing and/or posted on the Internet at [www.dnr.louisiana.gov/contracts](http://www.dnr.louisiana.gov/contracts) and <http://www.coastal.la.gov/index.cfm?md=pagebuilder&tmp=home&nid=78&pid=191&catid=0&elid=0>.

### ***2.3 Proposer Inquiries***

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

Renita Hoskins  
Contracts & Grants Administrator  
P.O. Box 94396  
Baton Rouge, LA 70804  
Phone: 225-342-4513  
Fax: 225-342-8700  
Email: [renita.hoskins@la.gov](mailto:renita.hoskins@la.gov)

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 3:00 P.M. CST on the date specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted at <http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp> [www.dnr.louisiana.gov/contracts](http://www.dnr.louisiana.gov/contracts) <http://www.coastal.la.gov/index.cfm?md=pagebuilder&tmp=home&nid=159&pnid=78&pid=191&catid=0&elid=0>.

Only Renita Hoskins, Contracts & Grants Administrator has the authority to officially respond to proposer’s questions on behalf of the State. Any communications from any other individuals are not binding to the State.

## 2.4 Definitions

TERM	DEFINITION
Contractor	A firm or individual who is awarded a contract
Proposal	A response to an RFP
Proposer	A firm or individual who responds to an RFP
RFP	A request for proposals
Shall, Must, or Will	Denotes mandatory language; a requirement that must be met without alteration
Should, Can, or May	Denotes desirable, non-mandatory language

## 2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	03/21/2013
Pre-Proposal Conference	04/02/2013
Deadline for receipt of written inquiries	04/08/2013
Deadline to respond to inquiries	04/17/2013
Deadline for receipt of proposals	04/25/2013
Oral presentations if required	05/01 -02/2013
Announce award of contractor selection	05/10/2013

**NOTE: CPRA reserves the right to change this schedule of RFP events, as it deems necessary.**

### **3 PROPOSAL INFORMATION**

#### ***3.1 Desirable Qualifications of Proposer***

It is highly desirable that Proposers have the following experience and knowledge:

- Experience in providing financial management assistance and general accounting service to public sector entities;
- Experience in providing project oversight services on large, enterprise ERP/financial system implementation projects;
- Experience in working with SAP Financial and SAP HR;
- Experience with integrating SAP Financial and SAP HR with other products such as Primavera P6 and other timesheet recording products;
- Experience in working with project management, particularly with project accounting/budgeting and Primavera P6;
- Experience working with federal grant programs.

#### ***3.2 Determination of Responsibility***

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

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

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

##### ***3.2.1 Right to Prohibit Award***

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

### ***3.3 RFP Addenda***

CPRA reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> [www.dnr.louisiana.gov/contracts](http://www.dnr.louisiana.gov/contracts)

<http://www.coastal.la.gov/index.cfm?md=pagebuilder&tmp=home&nid=159&pnid=78&pid=191&catid=0&elid=0>.

It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

### ***3.4 Waiver of Administrative Informalities***

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

### ***3.5 Proposal Rejection/RFP Cancellation***

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

### ***3.6 Withdrawal of Proposal***

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

### ***3.7 Subcontracting Information***

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

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

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

### ***3.8 Ownership of Proposal***

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



### ***3.9 Proprietary Information***

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

### ***3.10 Cost of Preparing Proposals***

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

### ***3.11 Errors and Omissions in Proposal***

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to minor errors identified in proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

### ***3.12 Contract Award and Execution***

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The State reserves the right to contract for all or a partial list of services offered in the proposal.

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

The selected Proposer shall be expected to enter into a contract that is the same as the sample contract included in Attachment III. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to propose to the standard contract format. Negotiations may begin with the announcement of the selected Proposer.

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

### ***3.13 Code of Ethics***

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

## **4.0 RESPONSE INSTRUCTIONS**

### ***4.1 Proposal Submission***

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator at or before 3:00 P.M. Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Renita Hoskins  
Contracts & Grants Administrator  
P.O. Box 94396  
Baton Rouge, LA 70804  
Phone: 225-342-4513  
Fax: 225-342-8700  
Email: renita.hoskins@la.gov

For courier delivery, the street address is 617 N. 3<sup>rd</sup> Street, 12<sup>th</sup> Floor, 1272, Baton Rouge, Louisiana 70802 and the telephone number is 225-342-4513. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The State requests that (6) of copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

### ***4.2 Proposal Format***

Proposers should respond to this RFP with a Technical Proposal which includes the Cost Proposal as requested in the Scope of Services (Attachment I).

### ***4.3 Cover Letter***

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

### ***4.4 Technical and Cost Proposal***

Proposals should be submitted as specified in Section 5, and should include sufficient information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

Proposers are encouraged to submit proposals in a concise, orderly fashion that includes complete and appropriate comment, documentation, and submittals to address the RFP requirements. Each Proposer is solely responsible for the clarity and completeness of their proposal.

### ***4.5 Certification Statement***

The Proposer must sign and submit the Certification Statement shown in Attachment II.

## 5.0 PROPOSAL CONTENT

PROPOSALS NOT CONTAINING THE MANDATORY INFORMATION REQUIRED IN THIS SECTION WILL BE CONSIDERED UNACCEPTABLE AND WILL NOT BE EVALUATED BY THE STATE. PROPOSALS RECEIVED IN RESPONSE TO THIS RFP BECOME THE PROPERTY OF THE STATE AND WILL NOT BE RETURNED.

### A. VOLUME I. TECHNICAL PROPOSAL (ONE ORIGINAL and FIVE COPIES)

1. Complete the attached Certification Statement (ATTACHMENT II).
2. Table of Contents: Proposals should include a paginated table of contents to facilitate locating the information included.
3. Abstract: Proposals should include a concise abstract of about 250 words stating the proposer's overview of the project and the proposed method of implementation.
4. Technical Discussion: This section should be presented in as much detail as practical and include the following:
  - a. Approach and Methodology/Scope of Services (SOS)
    1. The proposer should prepare a scope of services which specifically responds (in order listed) to each item specified in Attachment I, (SOS). This section should present a detailed statement of the methodology to be utilized to carry out each task and a precise description of the deliverables, with estimated timeframes for completion, to be received by the State as end products of the services rendered.
    2. Project Organization and Management: This subsection should include the project team proposed for this work (identification of persons assigned to individual tasks), and the function and responsibilities of subcontractors.
  - b. Additional or Deleted Tasks

The proposer should provide an explanation of any additional tasks to be performed which are deemed necessary by the proposer for successful project completion and an explanation of deviation from and/or deletion of any tasks listed in Attachment I, SOS. If the Proposer is unable to fully provide data or analysis to fulfill any of the desired tasks enumerated in Attachment I, those elements not addressed should be explicitly noted along with a statement of justification for each omission. Scoring will be assigned based upon a Proposer's ability to best meet project goals.
5. Personnel Qualifications: This section should contain a list of personnel to be used on this project and their qualifications. Resumes, including education, background, accomplishments and any other pertinent information, should be included for each of the key personnel (including subcontractors) to be assigned for direct work on the project.

6. Relevant Company Experience: This section should include the proposer's and subcontractor(s)' experience which is relevant to the proposed project (see Section 3.1) including company and privately-sponsored work, a representative list of current governmental contracts in this and related fields, and/or such contracts completed in the recent past, including dollar amount of contract, title, sponsoring agency, contract number, name and telephone number of contracting officer.
7. Subcontractors: Persons who are not full time employees of the proposer shall be considered as subcontractors. All subcontractors necessary to conduct the work must be identified, including the percentage of project to be accomplished. For subcontractor(s) or Contracting Party(s), the proposer should include letters of agreement to undertake their portion of the proposed project.
8. Insurance: The proposal should include a certificate of insurance as proof that proposer has in effect limits of insurance required by Attachment III, Sample Contract. If selected as a contractor, the proposer shall provide certificates of insurance as proof of coverage at the time of contract negotiation.
9. Cost Proposal: The Proposer shall provide a cost for each of the phases outlined in Attachment 1, Scope of Services, and shall provide an all-inclusive total cost for the entire project. The cost for each phase shall include proposed personnel assignment, fixed hourly rates, and proposed number of hours to accomplish the work in each phase. The fixed hourly rates for personnel shall be inclusive of any and all costs, including labor, overhead, lodging, travel, per diem, administrative costs, software, account management, and any other costs related to provision of services. The hourly rates are for informational purposes only. Scoring will be based on total project cost.

Note: For Phase 1(B) Staff Augmentation, the proposer shall provide the cost for two staff members full time for each year of the contract (total of three years).

Cost figures shall be provided on the Cost Sheet, Attachment IV.

## B. VOLUME II. FINANCIAL INFORMATION (SEPARATE VOLUME) (1 COPY)

1. Financial Capability: Proposer **shall** provide the latest three years of financial statements, preferably audited, or other evidence of financial status sufficient to demonstrate its capability, and the capability of each of its subcontractors, to carry out the project, i.e. letters from banks and other financial companies. Proposers **shall** also provide the financial information required by this sub-section for each subcontractor identified in its proposal.
2. Overhead rate: The proposer's overhead rate, with a complete, detailed breakdown of the components and percentages, **must** be included with the proposal. The method for computation of the overhead rate for this specific project must be included. In addition, the normal overhead rate used for similar projects should be included. If the overhead rate is incorporated into hourly rates or other cost categories, the proposer must identify the categories used and the percentage attributable to overhead.

C. VETERAN-OWNED AND SERVICE-CONNECTED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS PARTICIPATION

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

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <https://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

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

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

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

## **6.0 EVALUATION AND SELECTION**

### ***6.1 Proposal Review Committee***

The evaluation of proposals will be accomplished by a Proposal Review Committee, to be designated by the CPRA, which will determine the proposal most advantageous to the CPRA, taking into consideration price and the other evaluation factors set forth in the RFP.

### ***6.2 Administrative and Mandatory Screening***

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

### ***6.3 Clarification of Proposals***

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

### ***6.4 Oral Presentations/Discussions May be Required***

The CPRA, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how it proposes to meet CPRA's program objectives. Commitments made by Proposer at the presentation, if any, will be considered binding. Based upon new or revised info received in the presentation, using the same criteria in initial scores, the original scores that were assigned in the initial evaluation will be adjusted.

### ***6.5 Evaluation and Review***

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Proposal Review Committee will evaluate and score the proposals using the criteria and scoring as follows:

<b>CRITERIA</b>	<b>MAXIMUM SCORE</b>
1. Relevant Company Experience and Knowledge, and Staff Qualifications (including Subcontractors, if applicable)	<b>35</b>
2. Approach and methodology/Scope of Services	<b>30</b>
3. Cost	<b>25</b>
4. Hudson/Veteran Small Entrepreneurship Program	<b>10</b>
<b>TOTAL SCORE</b>	<b>100</b>

### **6.5.1 Cost Evaluation**

The lowest proposed total cost for all phases will receive twenty five (25) points. All other proposals will be rated by multiplying the maximum possible points (25) by a fraction that consists of the lowest proposed total cost for all phases as a numerator and the total cost for all phases of the proposer being evaluated as the denominator.

$$\text{Cost} = 25 \times \frac{\text{Lowest Proposed Total Cost}}{\text{Proposer's Total Cost}}$$

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

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

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

#### Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurships to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

### **6.6 Announcement of Contractor**

The Proposal Review Committee will compile the scores and make a recommendation to the Executive Director on the basis of the responsive and responsible proposer with the highest score.

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

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), the selection memorandum including a list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

## **7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS**

### ***7.1 Corporation Requirements***

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

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

### ***7.2 Billing and Payment***

Billing and payment terms shall be negotiated with the successful Proposer. All invoices shall be accompanied by an accounting of hours worked, by whom, at the hourly rate, along with a description of work that has been completed at the time of invoice submission. No advance payments shall be made.

### ***7.3 Confidentiality***

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

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



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## **ATTACHMENT I: SCOPE OF SERVICES**

The Contractor shall work with the Coastal Protection and Restoration Authority (CPRA) and Department of Natural Resources (DNR) staff and its agents to provide financial services assistance and project oversight to CPRA. Services provided shall be in compliance with State, Federal and other applicable laws and regulations.

The contractor shall provide assistance relative to the following program of needs:

### **Phase 1 (A) Assessment and Planning –**

Contractor shall evaluate existing financial, contract/grant, accounts payable, and project management systems, software and current practices to gain an understanding of the existing CPRA and DNR financial environment. This phase will also include meetings with agency staff and officials, both at CPRA and DNR, to determine work flow, roles/responsibilities, and identify issues to be addressed prior to conversion to the LaGov system. Contractor will produce a detailed work plan that shall at least include, but is not limited to:

- Contractor shall develop a schematic of the overall financial management system, highlighting proposed modifications to existing procedures which will include a comprehensive data conversion process to preserve historical financial and project information;
- Contractor will demonstrate and explain the necessary modifications;
- Contractor shall develop detailed documentation for a successful conversion to LaGov (SAP Financial and SAP HR);
- Contractor will propose a restructure of CPRA's accounting codes that will be compatible with the LaGov system structure;
- Contractor will propose modifications to the CPRA's Project Management Procedures Manual and to the DNR Grants and Payables Manuals;
- Contractor shall develop a detailed plan to integrate the existing Primavera P6 project management system with LaGov;
- Contractor will make any other appropriate procedural recommendations;
- The work plan shall include implementation strategies along with costs and timing for Phase 2 and Phase 3 of this Scope of Services.

### **Phase 1 (B) Staff Augmentation –**

CPRA expects to receive a substantial allotment of funding as a result of the Deepwater Horizon Event and will need accounting support staff for managing the receipt, tracking and reporting of associated funding and expenditures. The Contractor shall provide staff to perform general accounting services on an as needed basis. At CPRA's request, the Contractor shall provide two staff members to work on a full time basis for each year of the contract.

## **Phase 2 Implementation –**

### **LaGov System Conversion -**

- Contractor shall assist the CPRA and the DNR in the conversion to the LaGov/ERP accounting system.
- Contractor will serve as the liaison for the CPRA with the State's Division of Administration (DOA) and the DNR to ensure that the CPRA's objectives are achieved, to the extent possible, through the LaGov system. CPRA's objectives shall include, but shall not be limited to:
  - provide sufficient detail at a project-specific accounting level;
  - track multiple funding sources;
  - allow for multiple funding sources for one project;
  - track contracts and task orders assigned to each project and phase;
  - allow for the tracking of expenditures by project phase;
  - interface all financial project data with Primavera P6 and provide automated reconciliation between P6 and LaGov;
  - have a SAP HR certified time keeping component suitable for project accounting and integrate it with Primavera P6. The time keeping system shall electronically feed times spent on projects/tasks by individuals to LaGov (SAP HR) using the newly designed Work Breakdown Structure (WBS) in Phase 1 (see Note 1 below);
  - have an error correction procedure set up to make necessary adjustments in time keeping system with complete audit trail;
  - provide secured functionality to contractors and CPRA users to submit invoices online for their projects;
  - track and reconcile invoices;
  - have daily data reconciliation between LaGov and Primavera P6;
  - have an audit trail and a comprehensive process to remedy any discrepancies;
  - have business intelligence reporting including dashboards for executive decision making.
- Contractor shall establish standardized reports for CPRA to use in internal and external publications that are circulated on a regular basis as well as for inclusion in the CPRA's Annual Plan.
- Contractor will embed personnel within CPRA to implement the actions identified within the work plan. Contractor shall complete the incorporation of agreed upon modifications to the Project Management Procedures Manual. Phase 2 shall conclude when actions identified in the work plan are complete, revisions to the Project Management Procedures Manual are accepted by CPRA, and conversion to LaGov is complete.

**Phase 3 Assistance and Training Phase –**

Contractor will have personnel embedded within CPRA for the remainder of the contract period or a mutually agreed upon timeframe to assist CPRA and DNR employees with operating the LaGov system and to facilitate change management.

**Notes:**

- 1) If LaGov does not have available a suitable timekeeping component, contractor shall recommend and implement a Time Management Software – an off-the-shelf, web based, time management system that is compatible with Primavera P6 project management software. The software must be industry standard, widely known, certified by SAP, and it must work on an Oracle database. Once agreed upon, CPRA will purchase the software licenses separately from this contract.
- 2) CPRA will provide office space, computers and printers for contractor staff. Parking will be available at no additional cost to the contractor.

**ATTACHMENT II: CERTIFICATION STATEMENT**

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

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

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (     ) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the proposal's due date;
5. Proposer understands that if selected as the successful Proposer, he/she will have **30** business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov) .)

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SIGNATURE of Proposer's Authorized Representative	DATE
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## ATTACHMENT III: SAMPLE CONTRACT

### STATE OF LOUISIANA CONTRACT FOR \*\* SERVICES

ON THIS \_\_\_\_day of \_\_\_\_\_20\_\_, the Coastal Protection and Restoration Authority (CPRA) of the State of Louisiana, hereinafter sometimes referred to as the "State" or "CPRA," and <contracting\_party> officially domiciled at <address>, <city>, <state> <zip> hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

#### 1. SCOPE OF SERVICES

Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in the RFP (Appendix A) and the Proposal (Appendix B), attached hereto and made a part hereof.

#### 2. GOAL

***\*\*LIST GOALS THIS CONTRACT\*\****

#### 3. OBJECTIVES

***\*\*LIST OBJECTIVES OF THIS CONTRACT\*\****

#### 4. PERFORMANCE MEASURES

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

***\*\*LIST PERFORMANCE MEASURES WHICH SHOULD BE MEASURABLE AND TIME BOUND\*\****

The submission of satisfactory Monthly Progress Reports is required. Performance measures for this contract shall include Contractor's timely and successful completion, submission, and performance of any work product being sought and provided through this agreement, consistent with the provisions, goals and objectives of this contract.

#### 5. MONITORING PLAN

<project\_manager> of ***\*\*identify department or division\*\****, or ***\*\*his/her\*\**** designee, will monitor the services provided by the contractor and the expenditure of funds under this contract. <project\_manager> will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

Contractor will perform various duties which are specifically provided for in this Contract and Appendices A and B.

- (1) A progress report shall be submitted by the Contracting Party with each invoice for payment on Form DNR-PR (Appendix C).
- (2) A final summary report shall be submitted by the Contracting Party on Form DNR-PR (Appendix C) with the final invoice for payment.

## **6. DELIVERABLES**

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Scope of Services. The Contractor shall provide to the State the items specified in Appendices A and B as products of the services rendered under this contract.

## **7. SUBSTITUTION OF KEY PERSONNEL**

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

## **8. TERM OF CONTRACT**

The term for the fulfillment of services to be performed pursuant to this contract shall be from <begin\_date> through <end\_date>.

## **9. STATE FURNISHED RESOURCES**

The **\*\*Secretary/Executive Director\*\*** of the State will designate one or more persons on his staff to act as project manager(s) and the State will provide the following to assist the Contractor in the performance of the Scope of Services:

- a. Appropriate personnel for consultation, as required; and
- b. Access to relevant material required in the performance of the work.

## **10. TAXES**

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

## **11. PAYMENT TERMS**

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of <total\_amt\_wording>.

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Appendices A and B. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of Contract Monitor, <project\_manager>, or his designee.

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

**\*\*Monthly invoice for actual cost incurred in accordance with the rate schedule (*change this sentence as applicable*)\*\*** in Appendix B (proposal). Invoices for progress payments, with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Appendices A and B shall be based upon actual costs incurred and shall be submitted monthly with progress reports.

The final invoice shall be submitted within thirty (30) days following expiration of the contract.

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

## **12. TERMINATION FOR CAUSE**

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

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

## **13. TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

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

#### **14. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

#### **15. INDEMNIFICATION AND LIMITATION OF LIABILITY**

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

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

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance,



or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

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

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

## **16. CONTRACT CONTROVERSIES**

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

## **17. FUND USE**

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

## **18. ASSIGNMENT**

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

## **19. RIGHT TO AUDIT**

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

## **20. CONTRACT MODIFICATION**

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

## **21. CONFIDENTIALITY OF DATA**

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

## **22. SUBCONTRACTORS**

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

## **23. COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and the Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, the Davis-Bacon Act (40 USC 276a et seq), and the Federal Funding Accountability and Transparency (FFATA) (<https://www.frs.gov>).

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

## **24. HUDSON & VETERANS INITIATIVES**

The State fully participates and encourages contractor participation in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible contractors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

## **25. VETERAN-OWNED AND SERVICE-CONNECTED SMALL ENTREPRENEURSHIPS (VETERAN INIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS**

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each using Attachment IV, the LaVet and SE-HI Procurement Reporting form.

## **26. DISADVANTAGED BUSINESS ENTERPRISES/ WOMEN BUSINESS ENTERPRISE REQUIREMENTS**

The Contractor agrees to ensure that Disadvantaged Business Enterprises/ Woman Business Enterprises ("DBE's") have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary steps to ensure that Disadvantaged Business Enterprises/ Women Business Enterprises have the maximum opportunity to compete for and perform services relating to this Contract. (Appendix D)

The following affirmative steps for utilizing DBE's are required:

1. Solicitations for products or services shall be sent to firms/individuals listed as DBE's.
2. Whereas feasible, divide total requirements into smaller tasks to permit maximum DBE participation.
3. Where feasible, establish delivery schedules which will encourage DBE participation.
4. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBD) and the U.S. Small Business Administration to identify DBE's.
5. Require that each party to a subcontract tasks the affirmative steps outlined here.

The Contractor shall submit to the Project Manager a quarterly procurement summary detailing purchases from DBE vendors. This report shall be made using the Procurement Summary Form

attached hereto as Appendix D, and submitted within fifteen (15) days following the end of each calendar quarter for the duration of the Contract.

Furthermore, for the full term of the Contract, the Contractor agrees to abide by all regulatory requirements which are issued pursuant to these laws by any federal agency whose funds have been used to finance this Contract, and which is in effect as of the beginning date of the Contract term. Additionally, the Contractor agrees to abide by all applicable State and Federal Enterprises/Women Business Enterprises.

## **27. INSURANCE**

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

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

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

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

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

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

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

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

## **28. APPLICABLE LAW**

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

## **29. CODE OF ETHICS**

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

## **30. CERTIFICATE OF DEBARMENT/SUSPENSION STATUS**

Contractor certifies with its execution of this agreement that it is not suspended, debarred or ineligible from entering into contracts with any department or agency of the Federal Government or the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

Contractor agrees to secure from any contractor(s) and subcontractor(s) for the captioned project certification that such contractor(s) and subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government or the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

Contractor shall provide immediate notice to the CPRA in the event of it or its contractor(s) or any subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the Federal Government or the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this agreement.

Upon receipt of notice of suspension, debarment, or declaration that Contractor or its contractor(s) or any subcontractor(s) is/are ineligible to enter into contracts with any department agency of the Federal Government or the State of Louisiana, either prior to or after execution of

this agreement, CPRA reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Contract pursuant to the terms of the article in this agreement entitled TERMINATION FOR CAUSE, or take such actions as it deems appropriate under this Contract.

### **31. SEVERABILITY**

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

### **32. COMPLETE CONTRACT**

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

### **33. ENTIRE AGREEMENT & ORDER OF PRECEDENCE**

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

### **34. DISPUTES**

Before any party to this Contract may bring suit in any court concerning any issue relating to this Contract, such party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties and in accordance with RS39:1524-26. The exclusive venue for any suit arising out of this Contract shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

### **35. COMPLIANCE WITH STATE AND FEDERAL LAW**

The Contractor and any subcontractors must comply with applicable Federal labor laws covering non-Federal construction, including but not limited to, the Contract Work Hours and Safety Standards Act (formerly 30 US 327 et seq.) and the Copeland Anti-Kickback Act (formerly 30 USC 276A et seq). Contractor further agrees, in the case of any equipment and/or product authorized to be purchased under this Contract, to comply with the Buy American Act 41 USC 8301-8305 (formerly 40 USC 10a-10c).

Further, the Contractor and its employees, subcontractors and agents shall agree to comply with all applicable Federal, State, and Local Laws, policies and ordinances, in carrying out all provisions of this Contract.

THE STATE AND THE CONTRACTOR REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

<office\_head>, TITLE  
COASTAL PROTECTION AND  
RESTORATION AUTHORITY

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<contracting\_party>