

# ENCLOSURE 1

## SCOPE OF SERVICES

### I. INTRODUCTION AND BACKGROUND

On April 20, 2010, the *Deepwater Horizon* (DWH) oil rig exploded and subsequently sank approximately 40 miles off the coast of Louisiana. Coastal Louisiana, the most productive ecosystem in the nation and home to nearly 40% of the nation's wetlands, was severely affected by the oil spill. As part of a process called the Natural Resource Damage Assessment (NRDA), a collection of Louisiana State Agencies known as the Natural Resource Trustees are working together to fully evaluate and assess damages and to develop and implement restoration plans to make the State and the public whole. Funding for projects under this process must be collected, processed, and disbursed to the respective Trustee Agencies in a uniform and efficient manner.

The Louisiana Coastal Protection and Restoration Authority (CPRA), on behalf of the State of Louisiana Natural Resource Trustee Agencies and Departments, which are additionally comprised of the Louisiana Department of Public Safety/Louisiana Oil Spill Coordinators Office (DPS/LOSCO), the Louisiana Department of Wildlife and Fisheries (LDWF), the Louisiana Department of Natural Resources (LDNR) and the Louisiana Department of Environmental Quality (LDEQ), hereinafter referred to as "Agencies and Departments", is seeking professional accounting services to perform and manage accounting functions that pertain to seeking reimbursements related to the DWH Oil Spill from the Natural Resource Restoration Trust Fund, Responsible Parties, the National Pollution Fund Center, and other funding sources as appropriate. All accounting functions are to be performed in accordance with Generally Accepted Accounting Principles (GAAP).

A copy of the contract you will be required to sign if selected is attached (Enclosure 2). **Please review the contract prior to submitting your proposal. No requests for changes to the contract language will be considered.** It is anticipated that only one 36-month contract will be awarded from this advertisement. **Proposer shall complete the standardized rate sheet (Enclosure 3). It is mandatory for the proposer to provide rates for the Labor Categories listed on the rate sheet. The rate sheet will be applicable for the full term of the contract. Billable rates should be inclusive of any and all costs, including labor, overhead, lodging, travel, per diem, administrative costs, account management, and any other costs related to provision of services.**

### II. SCOPE OF WORK

The Contracting Party shall provide accounting services for the following tasks:

#### **Task 1. Monthly Cost Packages for Individual State Agencies and Departments**

Perform all accounting services for the Agencies and Departments related to compilation of uniform monthly individual agency or department requests for submittal to CPRA for reimbursement.

- Review of expenditure documentation for eligibility, completeness and compliance with state and federal rules, regulations, guidelines, and policies, and agreements between state and federal natural resource trustees and/or responsible parties for the Oil Spill.
- Compilation of supporting cost reports that are uniform across all Agencies and Departments.

- Preparation and certification of all reimbursement requests.
- Serving as each Agency's or Department's liaison, in conjunction with Legal Counsel for the Agencies and Departments, in resolving disputed or disallowed expenditures.
- Corresponding with the Agencies' personnel as reimbursement related inquiries arise. Inquires may be escalated to management if additional guidance is required.
- Responding to any inquiries from CPRA related to the reimbursement packages.
- Provide copies of certified reimbursement packages to Agencies and Departments.
- Preparing financial statements and reporting status, amounts and variances of requests and collections to the Agencies and Departments.
- Ensuring compliance with document retention policies and requirements.
- Establishing and maintaining files that are ready for audit.
- Other DWH cost and reimbursement related activities as deemed appropriate by CPRA for the Agencies and Departments.

#### Deliverables and Dates for Completion of Deliverables

The Contractor shall provide the following deliverables:

- Submit complete and accurate cost documentation packages, reflecting and supporting the expenditures incurred by that agency or department during the month to CPRA within 30 days from the close of that month.
- Work with the respective agency or department to resolve any questions or issues within 30 days from the close of the month.
- Certify the accuracy and completeness of each package, as well as its compliance with required state and federal rules, regulations, guidelines, and policies, and agreements between state and federal natural resource trustees and/or responsible parties for the Oil Spill.
- Provide copies of the reimbursement package to each relevant Agency or Department.

#### **Task 2. Quarterly Cost Packages for the State**

Compile all reimbursement requests into a single quarterly claim for submittal to responsible parties, the National Pollution Fund Center or other appropriate funding sources for reimbursement of DWH Oil Spill costs.

- Compile all completed reimbursement requests from all State Agencies and Departments since the last State claim was submitted.
- Remove all documentation that is not necessary to be submitted with claim.
- Redact all sensitive information. Maintain required information in the appropriate spreadsheets.
- Submit quarterly cost package to CPRA for review.
- Respond to CPRA inquiries related to the quarterly cost package.
- Provide copies of quarterly cost packages to each Agency and Department.

#### Deliverables and Dates for Completion of Deliverables

The Contractor shall provide the following deliverables to CPRA:

- Submit a comprehensive claim, reflecting and supporting DWH Oil Spill expenditures incurred by the State during a given quarter. The exact required date of completion for these deliverables will be directed and communicated to Contractor by the Contract Manager. Contractor will certify the accuracy and completeness of each package, as well as its compliance with required state and federal rules, regulations, guidelines, and policies, and agreements between state and federal natural resource trustees and/or responsible parties for the Oil Spill.
- Provide copies of the quarterly cost packages to each Agency and Department.

### **Task 3. Assist with Audit Inquiries**

Assist the Agencies and Departments in responding to inquiries resulting from audits of DWH Oil Spill cost and activities.

### **Task 4. Other Activities**

Perform accounting services as the need is identified by CPRA for the Agencies and Departments for other tasks related to tracking cost and reimbursements for the DWH Oil Spill.

## **III. CONTRACT ADMINISTRATOR / PRINCIPAL POINT OF CONTACT**

CPRA will task Contractor and provide oversight of the Services and the expenditure of funds under the Contract. Services shall only be provided by Contractor at the direction of the Contract Administrator. The Contract Administrator shall be the Contractor's principal point of contact on behalf of the State. The Contract Administrator may designate other points of contact on behalf of the State. Contractor shall copy and include the Contract Administrator and any other designated points of contact on any and all communications regarding the Services performed pursuant to the Contract.

## **IV. MINIMUM AND HIGHLY DESIRABLE QUALIFICATIONS OF PROPOSER**

**a.** Proposer shall meet the following minimum qualifications:

- i. Proposer and proposed key personnel must demonstrate experience in providing accounting services.
- ii. Accounting services for this task shall be provided by Professional Accounting and Management personnel. The Project Manager, Senior Staff Accountant and other Accounting staff certifying any documents are required to have, at a minimum, one of the following certifications: Certified Public Accountant (CPA), Certified Information Systems Auditor (CISA), or Certified Internal Auditor (CIA). Other accounting and support staff are not required to have a certification.
- iii. Proposer shall provide a minimum of three (3) client references for which it was responsible as the primary provider of services of similar type and scope to those as defined in this Scope of Services. These project references must be for projects completed within the past five years previous to the publication date of this RSIQ or for current engagements as the primary provider of similar or larger scope services. One of the clients must have been the State of Louisiana or a local Louisiana government entity.

**b.** It is highly desirable that the proposer meet the following qualifications:

- i. Proposer and key personnel should demonstrate experience providing accounting services related to disaster recovery efforts.
- ii. Experience providing accounting services related to NRDA costs and reimbursements.

- iii. Experience working with the United States Coast Guard on reimbursements from the National Pollution Fund Center.
- iv. Experience working with the Louisiana agencies, specifically the Coastal Protection and Restoration Authority of Louisiana (CPRA), Louisiana Oil Spill Coordinator's Office (LOSCO), Louisiana Department of Wildlife and Fisheries (LDWF), Louisiana Department of Environmental Quality (LDEQ) and/or Louisiana Department of Natural Resources (LDNR).

## **V. PERSONNEL AND EQUIPMENT REQUIREMENTS**

CPRA will provide office space, computers and access to printers for three (3) contract staff. Parking will be available at no additional cost to the contractor.

## **VI. MONITORING REPORTS**

The Contractor shall report progress on each on-going task to the State by the use of Monitoring Reports which shall accompany and support all invoices. All invoices will be submitted to the Project Manager in accordance with guidelines and specifications.

## **VII. CONFIDENTIALITY OF OIL SPILL DATA**

All efforts relating to the contract matter and the results of Contractor's and Sub-Contractor's activities may be used by the State in litigation stemming from the Deepwater Horizon Oil Spill and must be held in strict confidence. Information in any form (oral, electronic, written, or otherwise) whether provided to Contractor, its agents or employees or generated or obtained by Contractor, its agents or employees in connection with the contract shall be deemed "Confidential Information." Contractor and Sub-Contractor shall not disclose Confidential Information to any person or entity not covered by an obligation of confidentiality to CPRA or without the prior written approval of CPRA.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of CPRA. The obligations of confidentiality shall survive the termination of the contract for whatever reason.