

Enclosure (2)

State of Louisiana

CONTRACT FOR PROFESSIONAL SERVICES

BE IT KNOWN, that on this ____ day of _____, 2015, the **Coastal Protection and Restoration Authority**, State of Louisiana (hereinafter sometimes referred to as "CPRA") and **(Enter name and address)** (hereinafter referred to as "Contractor"), do hereby enter into a contract under the following terms and conditions:

1. PROJECT IDENTITY AND DESCRIPTION

Accounting Services for Deepwater Horizon Oil Spill Natural Resource Damage Assessment

2. TERM OF CONTRACT

This Contract shall begin on _____ and shall terminate on _____.

3. SCOPE OF SERVICES

Contractor hereby agrees to furnish services as outlined in Attachment A, "Scope of Services" (RSIQ Enclosure (1))

4. COMPENSATION

In consideration of the services described above, CPRA hereby agrees to pay the Contractor a maximum fee of \$_____.

5. NOTICE TO PROCEED

Work will be tasked under an executed contract signed by duly authorized representatives of both parties that has been approved by the Division of Administration.

6. CONTRACT MONITOR

_____ of CPRA, or his/her designee, will act as the Contract Monitor (hereinafter sometimes referred to as "Contract Monitor") for this project, to provide liaison between Contractor and CPRA, and to perform various duties which are specifically provided for in this Contract and Attachment A (RSIQ Enclosure (1)).

7. PAYMENT TERMS

Payments will be made only on the approval of the Contract Monitor, or his/her designee. Payment to Contractor for services rendered shall be made according to the following:

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Invoices shall be submitted monthly. Rates are inclusive of all travel related costs, which includes airfare, meals, lodging and mileage. Rates are inclusive of all supply costs normally associated with the delivery of services, including but not limited to computers, field sampling supplies, office supplies, copies, and routine safety equipment and materials. If a task requires specialized equipment or materials, the Contract Monitor or her designee may approve reimbursement at cost for such equipment or materials. Such approval must be granted by the Contract Monitor or his designee in writing prior to the contractor incurring these costs.

A progress report shall be submitted by the Contractor with each invoice for payment on a CPRA Monitoring Report (Attachment B).

This Contract is subject to and conditioned upon the availability and appropriation of funds. No authority exists for payments which exceed the maximum contract amount except through written amendment prior to the expiration date of the contract.

8. FISCAL FUNDING

The continuation of this Contract is contingent upon the appropriation of funds 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 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 are not appropriated.

9. INDEMNIFICATION

The Contractor shall protect, defend, indemnify, save and hold harmless CPRA, its officers, agents, servants and employees, including volunteers, against any and all claims, demands, suits, costs, attorney fees, expenses, and judgments for sums allegedly due to any party for loss of life, injury, or damage to any persons or property arising from or in any way growing out of any negligent act or omission of the Contractor, its agents, servants, and employees while engaged upon or in connection with the services required or performed by the Contractor with regard to this Contract, except for those claims, demands, and/or causes of action arising out of the negligence of CPRA, its agents, representatives, and/or employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand, or suit is groundless, false, or fraudulent.

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10. 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 of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations/provisions, 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 no less than \$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.

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Licensed and Non-Licensed Motor Vehicles and Watercraft: 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 licensed and non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed, unless such coverage is included in insurance elsewhere specified.

If watercraft is engaged and/or utilized in any operations performed under this Contract, the Contractor shall maintain Watercraft 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 be maintained during the life of this Contract, and cover the use of any licensed and non-licensed watercraft engaged in operations within the terms of the Contract on the site of the work to be performed, unless such coverage is included in insurance elsewhere specified. If the watercraft engaged and/or utilized in any operations performed under this Contract is not owned and/or operated by the Contractor, then the Contractor shall require that any and all such subcontractors take and maintain the Watercraft Liability Insurance as prescribed and required by this Paragraph.

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.

11. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold CPRA harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this Contract.

12. TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal Tax Identification Number _____.

13. COST RECORDS

CPRA, through the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors shall be entitled to audit the books, documents, papers and records of the Contractor and any subcontractors which are reasonably related to the Contract.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from date of final payment under this Contract, for inspection by CPRA, Legislative Auditor and/or the Office of the Governor, Division of Administration auditors, and copies of thereof shall be furnished if requested.

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14. OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to Contractor by CPRA shall remain the property of the State, and shall be returned by Contractor to CPRA, at Contractor's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of CPRA, and shall, upon request, be returned by Contractor to CPRA, at Contractor's expense, at termination or expiration of this Contract.

CPRA encourages the use of data collected under its contracts for the purpose of dissemination of information through presentations of technical/scientific papers in symposiums/seminars/workshops, publication in journals, newspapers articles and news etc. However, to better control the release of information, the use of the collected data/project information for dissemination purposes is subjected to the following stipulations:

- A. Written permission must be sought from the CPRA, Project Support Manager prior to use of collected data/project information, for any of the publication purposes mentioned above.
- B. To obtain such permission a draft paper/presentation must be submitted to the Project Support Manager for review and approval prior to its release.
- C. In all such papers/presentations, CPRA (and others if appropriate) must be acknowledged as the source of funding for the data collection/project.

Failure to follow these guidelines may result in stoppage of work or lack of future Task Orders.

15. AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, the Office of the Louisiana Inspector General, and/or Division of Administration auditors shall have the authority to audit all records and accounts of the Contractor which relate to this Agreement in accordance with La. R.S. 24:513.

16. ASSIGNABILITY

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the CPRA. This provision shall not be construed to prohibit the Contractor from assigning its 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 CPRA.

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17. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the successors and assigns of the respective parties hereto.

18. NO THIRD PARTY BENEFICIARY

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement.

19. 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.

20. 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 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c) and to the extent if applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 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 U.S.C. 8301-8305 (formerly 41 U.S.C. 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.

21. DISCRIMINATION CLAUSE

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

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Transparency Act (FFATA) (<https://www.fsrs.gov>).

The Contracting Party shall not 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 the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

22. DISADVANTAGED BUSINESS ENTERPRISES

The Contractor agrees to ensure that Disadvantaged Business Enterprises (“DBEs”) 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 have the maximum opportunity to compete for and perform services relating to this Contract.

The following good faith efforts for utilizing DBEs are required:

- 1 Solicitations for products or services shall be sent to firms/individuals listed as DBEs.
- 2 Where 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 DBEs.
- 5 Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- 6 Require that each party to a subcontract takes 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 Attachment C and submitted within fifteen (15) days following the end of each calendar quarter for the duration of the Contract.

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Furthermore, for the full terms 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 laws, policies, and regulations that govern the use of Disadvantaged Business Enterprises.

23. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITIES:

The Contracting Party shall comply with the provisions set forth in Attachment D (RSIQ Enclosure (4)), when performing work on CDBG related activities. In the event of any inconsistent or incompatible provisions, the provisions listed in Attachment D shall take precedence when performing work on any CDBG activity.

24. VETERANS AND HUDSON INITIATIVES

CPRA fully participates in 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 “LaVets” and “SEs” 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) entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible contractors are encouraged to become certified. Eligible contractors are also required to make it clear in their proposal that they are certified by attaching a certification document. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

25. SUBCONTRACTORS

The Contractor agrees to obtain written approval from CPRA prior to subcontracting any part of the services specified in Attachment A. The Contractor shall include, in any subcontract, the provisions contained in this Contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontracts, to the CPRA Contract Monitor. The Contractor further agrees to guarantee and be liable to CPRA for all services performed under any such subcontract.

26. 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 of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

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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 of 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 of 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 or agency of the Federal Government or of 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 other action it deems appropriate under this Contract.

27. TERMINATION FOR CAUSE

The CPRA 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 CPRA shall give the Contractor written notice specifying the Contractor's failure.

The notice for termination of cause is thirty (30) days unless the task is funded with money from CDBG, in which case the notification of termination for cause is five (5) days. 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 CPRA to comply with the terms and conditions of this contract provided that the Contractor shall give the CPRA written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

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28. TERMINATION FOR CONVENIENCE

The CPRA may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor.

The notice for termination for convenience is thirty (30) days unless the task is funded with money from CDBG in which case the notification of termination for convenience is ten (10) days.

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

29. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this Contract shall be resolved by the provisions of LSA - R.S. 39:1672.

30. 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. 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.

31. CONFIDENTIALITY OF OIL SPILL DATA

All efforts relating to the contract matter and the results of Contractor's activities may be used by the State in litigation stemming from the 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 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.

32. COMMUNICATIONS PROTOCOL

To protect the confidentiality of all communications and assure the control of documents covered by the scope of this engagement, Contractor shall undertake the following steps in connection with documents created in furtherance of the work:

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- A) Contractor shall generate written reports, written conclusions, and other written work product only as specifically required by the Scope of Services (RFP Attachment I) and/or at the written direction of the Contract Monitor.
- B) Contractor shall conspicuously mark each page of any written documentation and work product (whether in preliminary, draft, or final form) with the legend "Privileged & Confidential/DWH Attorney Work Product".
- C) If Contractor is asked to generate reports, written conclusions and other work product, such work product, whether draft, interim or final, including spreadsheets, calculations, and model parameters for all significant iterations of the work, shall be retained.
- D) Contractor shall treat all communications, including but not limited to, electronic mail, electronically recorded voice mail, electronic drafts of documents and all electronically stored information, as Confidential Information and mark accordingly (to the extent practical) as: "Privileged & Confidential/DWH Attorney Work Product".
- E) Contractor shall refrain from engaging in communications regarding the Contract and the Services provided hereunder with other persons or consultants outside of Contractor's own organization without the prior approval of the Contract Monitor.

33. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM

This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Acquisition Regulation ("F.A.R.") 3.908.

The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the F.A.R.

The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold.

34. AGREEMENT APPROVAL

This Contract shall not be effective until it has been approved and signed by all parties, and until it has been approved by the Director of the Office of Contractual Review, or the Commissioner of Administration.

35. AMENDMENTS

No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration's Office of Contractual Review.

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THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____, 2015.

WITNESSES SIGNATURES:

Coastal Protection and Restoration Authority

Signature

(Print Name)

Signature

(Print Name)

By: _____
Kyle Graham
Executive Director

WITNESSES SIGNATURES:

CONTRACTOR NAME:

Signature

(Print Name)

Signature

(Print Name)

By: _____