

**STATE OF LOUISIANA  
DEPARTMENT OF NATURAL RESOURCES &  
DEPARTMENT OF ENVIRONMENTAL QUALITY**

**REQUEST FOR PROPOSALS  
FOR  
“PROGRAM MONITOR FOR DISASTER  
RECOVERY”**

**RFP #: 2014-11-02**

**PROPOSAL DUE DATE/TIME: MAY 3, 2011 3:00 PM**

**MARCH 31, 2011**

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# **1 GENERAL INFORMATION**

## ***1.1 Purpose***

This Request for Proposals (RFP) is issued by the Department of Natural Resources (DNR) and the Department of Environmental Quality (DEQ) (herein referred to as the State) for the purpose of providing accounting services to assist in disaster recovery efforts, preparation of cost allocations, federal reimbursements, auditing expense documents and other cost reimbursement activities. This is a combined solicitation for estimated requirements for both the DNR and DEQ. Each agency will then enter into their own contract(s) with the successful contractor(s).

## ***1.2 Background***

State Departments during time of crisis and declared emergencies require additional accounting support to request reimbursement from the Federal Government and other entities for expenses associated with natural and man made disasters. Due to the nature of the immediate need for these services when these events occur it is not possible to perform the Request for Proposal process in a timely manner. For this reason DNR and DEQ wish to have a contractual relationship with individuals/firms that can be activated to provide these services in the event this occurs.

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

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

# **2 ADMINISTRATIVE INFORMATION**

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

It is the intention of the State that each Department award multiple contracts (up to 5) in an amount not to exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) per contract with the option to renew each contract up to 3 years. The period of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2011 and to continue through June 30, 2012. The State has the right to contract for up to three years upon approval.

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

*NOT APPLICABLE FOR THIS SOLICITATION.*

## ***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 Reviewer Supervisor  
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 by April 25, 2011 at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> and <http://dnr.louisiana.gov/contracts>

Only Julia Raiford 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***

<b>TERM</b>	<b>DEFINITION</b>
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***

<b><u>Event</u></b>	<b><u>Date</u></b>
Advertise RFP and mail public announcements	3/31/11
Deadline for receipt of Written Questions	4/20/11
Issue responses to Written Questions	4/25/11
Deadline for receipt of proposals	5/3/11
Announce award of contractor selection	5/16/11

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

### **3 PROPOSAL INFORMATION**

#### ***3.1 Minimum Qualifications of Proposer***

Proposers must meet the following minimum qualifications:

Experience using MS Excel and MS Word

Five years of professional level experience in public sector accounting/budgeting and Grant reporting; prefer State of Louisiana experience.

Proficient in writing

Analytical skills

#### ***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 State 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. 39:2182, 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***

State 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> and <http://dnr.louisiana.gov/contracts>. It is the responsibility of the proposer to check the websites for addenda to the RFP, if any.

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

The State reserves the right, at its sole discretion, to waive 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***

PROPOSALS NOT CONTAINING THE MANDATORY INFORMATION REQUIRED IN THIS ENCLOSURE WILL BE CONSIDERED TO BE 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. SEE SECTION 5 – PROPOSAL CONTENT.

### ***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(s) shall be expected to enter into a contract that is substantially the same as the sample contract(s) included in Attachment IV. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds Thirty (30) days or if the selected Proposer fails to sign the final contract within Thirty (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 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 on 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 Reviewer Supervisor  
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. Third Street, 12th Floor, Room 1265, Baton Rouge, LA 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 Six (6) of copies of the technical proposal and one (1) copy of the financial information be submitted to the RFP Coordinator at the address specified. At least 1 copy of the proposal should 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 Scope of Services.

### ***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 enough 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.

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

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

### **5 PROPOSAL CONTENT**

#### **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 proposers 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. 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 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. The proposer should provide an explanation of any additional tasks to be performed which are deemed necessary by the proposer for successful project completion; explanation of deviation from and/or deletion of any tasks listed in Attachment I, SOS.
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 company and subcontractors experience which is relevant to the proposed project 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: Submit one hourly rate for providing all services.

NOTE: Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49 (PPM No. 49). PPM 49 can be found at the website: [www.doa.louisiana.gov/osp/travel/traveloffice.htm](http://www.doa.louisiana.gov/osp/travel/traveloffice.htm). All out of state travel will be subject to prior approval by the Secretary of the Department of Natural Resources or Secretary of Department of Environmental Quality, whichever is applicable.

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.
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.

## 6 EVALUATION AND SELECTION

### *6.1 Proposal Review Committee*

The evaluation of proposals will be accomplished by an Proposal Review Committee, to be designated by the state, which will determine the proposal most advantageous to the state, 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**

The State 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**

*NOT APPLICABLE TO THIS SOLICITATION.*

**6.5 Evaluation and Review**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on the 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:

CRITERIA	MAXIMUM SCORE
1. Technical Approach to the project and adequacy of the proposal to achieve the requirements of the Scope of Services in the desired degree of detail.	35
2. Relevant Experience of the firm and key personnel assigned to this project.	35
3. Cost	30
<b>TOTAL SCORE</b>	<b>100</b>

*Cost ratings will be determined using the following formula:*

*Each proposer(s) will submit one hourly rate for providing all services. The lowest hourly rate cost for all services will receive 30 points.*

The Proposal Review Committee shall make its report to each Department’s Secretary. Award shall be made to the responsible offerors whose proposal is awarded the highest number of points and determined in writing by the Secretary of DNR and the Secretary of DEQ to be the most advantageous to the State, based upon the evaluation factors set forth in the RFP.

## ***6.6 Announcement of Contractor***

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

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

Pursuant to LSA-R.S. 30:2030 and R.S. 44:1, et seq., the Department records obtained in response to this RFP shall be available to the public. If a proposer wishes to secure nondisclosure of information contained in his proposal, the proposer must submit a written request to the Secretary of the Department in accordance with LAC 33:1, Chapter 5 and applicable laws. Upon review of the written request, the Secretary of the Department will determine if the information requires confidentiality.

Any contractor 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 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.

### ***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 Department of Natural Resources and the Department of Environmental Quality.

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

### **I. Introduction and Background**

The Department of Natural Resources, Office of Management and Finance, Fiscal & Budget Division and/or Department of Environmental Quality (State) is seeking professional accounting services to assist in disaster recovery efforts, preparation of cost allocations, federal reimbursements, auditing expense documents and other cost reimbursement activities.

The State will provide the Contracting Party all necessary documentation required for the performance of the assigned task. The State will also designate a Project Manager who will coordinate assigned tasks throughout the full contract period. Any technical information pertaining to each assigned task or fiscal documents which are required by the Contracting Party to successfully accomplish the tasks below will be provided by the Project Manager.

### **II. Performance of Task Order**

The Contracting Party shall perform all work required to accomplish the intent of the task order provided by the State. The Contracting Party shall be required to commence work on each written task order within ten (10) calendar days of the date of receipt.

### **III. Scope of Work**

The Contracting Party shall provide accounting services for each project to implement the contract and coordinate professional accounting services for the following tasks:

1. Disaster Recovery Efforts – The Contractor shall manage, control and perform the accounting functions related to all prior, current and future disasters meeting all requirements of federal and other governmental agencies; shall close out and maintain all files when projects are completed for audit purposes; and shall act as liaison between the department and the appropriate state/federal agencies.
2. Cost Allocations – The Contractor shall compile and prepare documents for cost allocation plans as required by federal and other governmental entities.
3. Other Cost Reimbursement Activities – The Contractor shall prepare reimbursement request and documentation as it relates to cost reimbursement in accordance with required rules and regulations of federal and other governmental agencies.
4. Audit Invoices – The Contractor shall review invoices and timesheets to verify compliance with federal and other governmental agencies rules and regulations. All work shall be performed with minimal direct oversight from the State Project Manager.

### **IV. Project Cost**

The Contractor shall bill one hourly rate to perform all tasks. All invoices shall list the name of the person providing the services, along with the number of hours worked, and the task(s) associated with the work that was performed.

V. **Deliverables**

The contracting party shall provide to the State specific deliverables as required for each assigned task to include:

- Prepare all required reports in accordance with state and federal guidelines
- Set up documents in the statewide accounting system as necessary
- Write any necessary procedures or policy changes as needed
- Maintain all files associated with each project
- Act as liaison between the department and the appropriate state/federal agencies
- Prepare cost allocation plans as required
- Prepare all reimbursement request and documentation in accordance with guidelines
- Audit all invoices and payroll in accordance with state and federal regulations
- Other deliverables as required by state or federal guidelines specific to disaster

Monitoring Reports – The Contracting Party 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.

**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)

\_\_\_\_\_ 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 date of proposal's signature below;
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. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)
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**

CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Department of Natural Resources of the State of Louisiana, hereinafter referred to as the "Department", and officially domiciled at , hereinafter referred to as the "Contracting Party".

WITNESSETH:

WHEREAS, the Department desires to retain the Contracting Party to provide technical information and professional expertise as hereinafter described; and

WHEREAS, a fee for the services to be provided by the Contracting Party pursuant to this contract has been mutually agreed upon by all parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

The Department hereby employs and retains the Contracting Party who agrees to proceed, after proper notice and receipt of written authorization by the Department, with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY:

This contract will be identified as "" with the Contract Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this Contract Number.

2. CONTRACT TERM:

The term for the fulfillment of services to be performed pursuant to this contract shall be from through .

3. SCOPE OF CONTRACT SERVICES:

The Contracting Party shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Appendix A, attached hereto and made a part hereof.

4. DEPARTMENT FURNISHED ITEMS:

The Secretary of the Department will designate one or more persons on his staff to act as project manager(s) and the Department will provide the following to assist the Contracting Party 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.

5. NOTICE TO PROCEED:

The Contracting Party shall proceed with the work upon receipt of an executed contract signed by duly authorized representatives of both parties, **\*\*\*which has been approved by the Division of Administration's Office of Contractual Review.\*\*\***

6. COMPENSATION:

The fee which the Department agrees to pay and the Contracting Party agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of . Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

In addition, it is understood and agreed by the Contracting Party that Grant No. , CFDA No. , is used by the Department to fund this contract.

No authority exists for payments which exceed the approved maximum contract amount except through written amendment prior to expiration date of the contract.

7. FISCAL YEAR FUNDING:

The continuation of this contract is contingent on 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 as provided by law 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.

8. REPORTS AND PAYMENT:

a. Reporting Requirements:

The following reports shall be received by the Department Project Manager prior to issuance of incremental and final payments:

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

b. Payment:

Payment to the Contracting Party for services rendered shall be made according to the following:

Payment shall be made according to the rate in Attachment 1, Scope of Services.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior written approval of the Secretary of the Department.

Payments shall be made by the Department within approximately thirty (30) days after receipt of an original and two copies of a proper invoice rendered according to the payment schedule and reports as prescribed in Item a. above, and which has been first approved for payment by the Department Project Manager.

9. BUY AMERICAN ACT REQUIREMENTS:

The Contracting Party agrees, in the case of any equipment and/or product authorized to be purchased under this contract, to comply with 41 U.S.C. 10a-10c.

10. ALLOWABLE COSTS:

Allowability of costs under this contract shall be determined in accordance with applicable state and federal laws.

11. DELIVERABLES:

The Contracting Party shall provide to the Department the items specified in Appendix A as products of the services rendered under this contract.

12. OWNERSHIP OF DOCUMENTS:

Upon completion or termination of this contract, all data collected by the Contracting Party and all documents, notes, drawings, tracings and files collected or prepared specifically in connection with this work, except the Contracting Party's personnel and administrative files, shall become and be the property of the Department and the Department shall not be restricted in any way whatever in its use of such material. No other person shall have a property interest therein. In addition, at any time during the contract period, the Department shall have the right to require the Contracting Party to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contracting Party specifically in connection with this contract within five (5) days of receipt of written notice issued by the Department.

13. INDEMNIFICATION:

The Contracting Party agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contracting Party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Contracting Party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. The Contracting Party 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 it (claims, etc.) is groundless, false or fraudulent.

14. INSURANCE

The Contracting Party shall procure and maintain, for the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contracting Party, his agents, representatives, employees or subcontractors.

N. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed.1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers' Compensation and Employers Liability:  
Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

4. Aircraft or Watercraft Liability (when applicable to project) - \$2,000,000.00 for watercraft and \$5,000,000.00 for aircraft.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Department. At the option of the Department, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Department, its officers, officials, employees, and volunteers; or the Contracting Party shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Department, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contracting Party; products and completed operations of the Contracting Party, premises owned, occupied or used by the Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to the Department, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is insured" automatically provides liability coverage in favor of the State of Louisiana.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Department, its officers, officials, employees and volunteers for losses arising from work performed by the Contracting Party for the Department.

3. All Coverages

Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Department.

E. Acceptability of Insurers

Insurance is to be placed with insurers authorized in Louisiana, with a Best's rating of no less than A-:VI. This requirement will be waived for workers' compensation coverage only.

F. Verification of Coverage

The Contracting Party shall furnish the Department with certificates of insurance effecting coverage required by this article, and shall include the DNR Contract number on the certificates. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Department before work commences. The Department reserves the right to require complete, certified copies of all required policies, at any time.

G. Subcontractors

The Contracting Party shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

15. ASSIGNABILITY:

The Contracting Party shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department thereto; provided, however, that all claims for money due or to become due to the Contracting Party under this contract may be assigned to its bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Department.

16. SUCCESSORS AND ASSIGNS:

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

17. CLAIMS FOR LIENS:

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

18. COMPLIANCE WITH LAWS:

The Contracting Party and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

19. TAX RESPONSIBILITY:

The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contracting Party's obligation and shall be identified under Tax Identification Number .

20. EMPLOYMENT OF STATE PERSONNEL:

In accordance with La. R.S. 39:1498.(4), the Contracting Party certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

21. COVENANT AGAINST CONTINGENT FEES:

The Contracting Party warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contracting Party, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

22. COST RECORDS:

The State, through the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and the Federal Government, through the , the Comptroller General of the United States, or any of their duly authorized representatives shall be entitled to audit the books, documents, papers and records of the Contracting Party and any subcontractors which are reasonably related to this contract.

The Contracting Party 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 three years from date of final payment under this contract, for inspection by the Department, Legislative Auditor, and/or the Office of the Governor, Division of Administration auditors, and copies thereof shall be furnished if requested.

23. TERMINATION OF CONTRACT FOR CAUSE:

If, in the determination of the Department, the Contracting Party fails to fulfill in timely and proper manner its obligations under this contract or violates any of the covenants, agreements, or stipulations of this contract, the Department shall thereupon have the right to terminate this contract by giving written notice, sent certified mail (return receipt requested), to the Contracting Party of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In that event, and at the option of the Department, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contracting Party under this contract shall become the property of the Department, and the Contracting Party shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contracting Party shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Contract by the Contracting Party, and the Department may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due the Department from the Contracting Party is determined.

24. TERMINATION FOR THE CONVENIENCE OF THE DEPARTMENT:

The Department may terminate this contract at any time by giving written notice to the Contracting Party by certified mail (return receipt requested) of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, and at the option of the Department, all finished or unfinished documents and other materials as described in the preceding section shall become its property. If the contract is terminated by the Department, as provided herein, the Contracting Party shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contracting Party shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made.

25. REMEDIES:

Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. R.S. 39:1524 - 1526.

26. DISADVANTAGED/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:

The Contracting Party agrees to ensure that disadvantaged/women business enterprises 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 Contracting Party shall take all necessary and reasonable steps to ensure that disadvantaged/women business enterprises have the maximum opportunity to compete for and perform services relating to this contract. **\*(See Appendix \_\_)\***

The following affirmative steps for utilizing MBE/WBEs are required:

1. Solicitations for products or services shall be sent to firms/individuals listed as MBE's and WBE's.
2. Where feasible, divide total requirements into smaller tasks to permit maximum MBE/WBE participation.
3. Where feasible, establish delivery schedules which will encourage MBE/WBE 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 MBE/WBEs.

5. Require that each party to a subcontract takes the affirmative steps outlined here.

The Contracting Party shall submit to the Department Project Manager a quarterly procurement summary detailing purchases from MBE/WBE vendors. This report shall be made using the Procurement Summary form attached hereto as Appendix C, 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 Contracting Party agrees to abide by all regulatory requirements which are: 1) issued pursuant to these laws by any federal agency whose funds have been used to finance this contract, and 2) which are in effect as of the beginning date of the contract term.

MERGE: INCLUDE ONLY WHEN APPLICABLE

27. COST OF PRINTING/ACKNOWLEDGEMENT OF FUNDING REQUIREMENTS:

The Contracting Party shall obtain written approval from the DNR Project Manager prior to finalization and distribution of all printed materials and graphic design work. Additionally, the Contracting Party shall notify the Department of location, date, and time, and obtain approval, of any workshops, meetings, press conferences, etc. related to this project at least five (5) working days prior to the scheduled event.

All finished materials produced under this agreement shall carry the state cost-of-printing statement FOR FEDERAL FUNDED AGREEMENTS and the federal (Stevens Amendment) funding source statement. FOR OTHER FEDERAL FUNDED AGREEMENTS, CHECK SOURCE OF FUNDING. All finished materials shall carry the required funding source statement and shall clearly indicate that the Louisiana Department of Natural Resources FOR FEDERAL FUNDED AGREEMENTS and the , is/are funding the project. No other funding statements shall be included in any materials produced under this agreement without prior written approval from the DNR Project Manager. The Department reserves the right to determine the final format, acknowledgements, etc. for all print and nonprint (videos, etc.) materials produced under this agreement.

The Contracting Party shall use no logos other than the Department of Natural Resources logo without prior written approval of the Department. All press releases, notices,

correspondence, etc. pertaining to this project shall include a statement that funding is provided by the Department of Natural Resources FOR FEDERAL FUNDED AGREEMENTS and the .

28. CIVIL RIGHTS COMPLIANCE:

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, 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.fdrs.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, disabilities or sexual orientation.

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.

29. CODE OF ETHICS FOR STATE EMPLOYEES:

The Contracting Party 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 Contracting Party agrees to immediately notify the Department if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

"MERGE: AGREEMENTS EXCEEDING \$100,000 AND NOT FUNDED BY COMMERCE, USE PARAGRAPH #1.

30. CERTIFICATION REGARDING LOBBYING:

#1 The Contracting Party certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contracting Party, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding

of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contracting Party shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" (Appendix \_\_\_), in accordance with its instructions.

3. The Contracting party shall require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. This certification is a prerequisite for entering into This transaction, imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENTS FUNDED BY DEPT. OF COMMERCE REGARDLESS OF AMOUNT  
DELETE PARAGRAPH #1 AND USE PARAGRAPH #2

#2 This Contract is subject to Section 319 of Public Law 101-121, which added Section 1352, regarding lobbying restrictions, to Chapter 13 of Title 31 of the United States Code. The Contracting Party is generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this Contract.

31. CERTIFICATION OF DEBARMENT/SUSPENSION STATUS

The Contracting Party certifies with its execution of this agreement that it is not suspended, debarred or ineligible from entering into contracts with any Department or other Agency of the Federal Government, or in receipt of notice of proposed debarment or suspension.

The Contracting Party shall provide immediate notice to the Department in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this agreement.

The Contracting Party agrees to secure from its subcontractors certification that such subcontractors are not suspended, debarred or declared ineligible from entering into contracts with any Department or Agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension.

Upon receipt of notice of suspension, debarment, or declaration that the Contracting Party is ineligible to enter into contracts with and Department or Agency of the Federal Government, either prior to or after execution of this agreement, the Department 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 OF CONTRACT FOR CAUSE, or take such other action it deems appropriate under this contract.

MERGE: FOR ENGINEERING SERVICES, INCLUDE FOLLOWING ARTICLE

32. REGISTRATION REQUIREMENTS:

The firm, engineers, or surveyors that will accomplish the work as described in the Scope of Services (Appendix A) shall be certified by the Louisiana State Board of Registration for Professional Engineers and Land Surveyors and shall possess current licenses throughout the term of the contract. The firm, engineers, or surveyors shall provide all services in compliance with the registration law for Professional Engineers and Land Surveyors (La. R. S. 37:681 through 37:703 as amended by Act 568 of 1980) and the rules of the Board of Registration for Professional Engineers and Land Surveyors.

33. SUBCONTRACTORS:

The Contracting Party agrees to obtain written Department approval prior to subcontracting any part of the services specified in Appendix A. The Contracting Party shall include, in any subcontract, the provisions contained in this contract. The Contracting Party shall submit requests for approval, accompanied by copies of proposed subcontracts, to the Department Project Manager. The Contracting Party further agrees to guarantee and be liable to the State (Department) for all services performed under any such subcontract.

34. AMENDMENTS:

#1 - IF NO BUDGET CATEGORIES APPLICABLE, USE PARAGRAPH BELOW

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.

#2 - IF BUDGET CATEGORIES, USE:

The Contracting Party may, with prior approval of the DNR Project Manager, revise the budget included in Appendix A, provided total budget revisions do not exceed ten percent (10%) per budget category and do not exceed the total contract amount. A copy of each budget revision will be retained in the Department contract file and a copy forwarded to the Division of Administration's Office of Contractual Review. No other 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.

THE DEPARTMENT AND THE CONTRACTING PARTY 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:

SCOTT A. ANGELLE, SECRETARY  
DEPARTMENT OF NATURAL RESOURCES

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CONTRACTING PARTY

## ATTACHMENT IV: DEQ SAMPLE CONTRACT

### CONSULTING SERVICES CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and Contractor Name, Contractor Address, Tax ID No. hereinafter referred to as the "Contractor".

The Department hereby contracts and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by the Department with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

#### 1. PROJECT IDENTITY

This contract shall be identified as "**Insert Project Title**" with the Contract Financial Management System (CFMS) Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this CFMS Number.

#### 2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from begin date through end date. This period shall be known as the base contract. The Department reserves the right to, at its discretion and at any time during the term of the contract, renew the contract for one or more periods. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Office of Contractual Review. All extensions shall include the same payment terms and conditions as the base contract.

#### 3. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Attachment 4, Contractor's Proposal and Attachment 1, Scope of Services attached hereto and made a part hereof.

#### 4. NOTICE TO PROCEED

The Contractor shall proceed with the work only after receipt of an executed contract which has been approved by the Division of Administration, Office of Contractual Review.

## 5. PAYMENT TERMS

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of \$0.00. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 1, Scope of Services. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

The Department will pay the Contractor only for actual work performed, and the Department does not guarantee a maximum payment amount to be earned by the Contractor. The Department will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of the Department that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment and approved by the Division of Administration, Office of Contractual Review. Any additional or out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

No authority exists for payments which exceed the approved maximum contract amount except through written amendment prior to expiration date of the contract.

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rate in Attachment 1, Scope of Services. Payment shall be made upon completion and approval of hours worked as determined by the Project Manager.

The rate in Attachment 1, Scope of Services shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.) all indirect costs (fringe, overhead, general and administrative costs), and profit.

b. Payment Procedure:

The procedure for payment shall follow the procedures described in Attachment 1, Scope of Services in the steps listed below:

- (1) The Contractor should submit an original and one (1) copy of an invoice for work performed during the preceding month, within ten (10) working days of the end of that month. However, for any services completed by June 30<sup>th</sup>, the Contractor shall submit the invoice to the Department by July 10<sup>th</sup>.
- (2) The Contractor shall submit the invoice to:

Louisiana Department of Environmental Quality  
Financial Services Division  
Accounts Payable  
P.O. Box 4303  
Baton Rouge, LA 70821-4303

Each invoice must include:

- (a) the CFMS number;
  - (b) the name and address of the Contractor;
  - (c) the total amount requested;
  - (d) the balance remaining in the contract; and
  - (e) supporting documentation for hours billed (timesheets).
- (3) The Contractor shall attach a copy of the Attachment 3, Form A Monitoring Report to all requests for payments.

Payments shall be made by the Department within approximately thirty (30) days after receipt of a correct invoice, receipt and acceptance of all related deliverables and submittals, and approval of the invoice for payment by the Department's Office of Management and Finance/Financial Services Division.

## 6. 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.

## **7.DELIVERABLES**

The Contractor shall provide to the Department the deliverables specified in Attachment 1, Scope of Services as products of the services rendered under this contract. The Department reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

## **8.OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of the Department and the Department shall not be restricted in any way whatever in its use of such material. In addition, at any time during the contract period, the Department shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by the Department.

## **9.CORRECTION OF DEFICIENT WORK**

If required by the Department, prior to payment, the Contractor shall promptly, without cost to the Department, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by the Department, the Department may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other Department work by other parties, the Contractor shall also bear the expenses caused by that interference.

## **10.INDEMNIFICATION**

The Contractor shall indemnify and save harmless the Department against any and all claims, demands, suits and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the Contractor hereunder.

## **11. NONASSIGNABILITY**

The Contractor shall not assign any interest in this contract by assignment transfer, or novation, without the prior written consent of the Department. This provision shall not be construed to prohibit the contractor from assigning his 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 of transfer shall be furnished promptly to the Department.

## **12. AUDIT OF RECORDS**

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department's Audit Services, U.S. Environmental Protection Agency or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor and any subcontractors which are reasonably related to this contract.

## **13. RECORDS RETENTION**

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 three (3) years from date of final payment under this contract, for inspection or audit, and copies thereof shall be furnished if requested.

## **14. TERMINATION FOR CAUSE**

The Department may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Department 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 Department may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the contract by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

## **15.TERMINATION FOR CONVENIENCE**

The Department may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. If the contract is terminated by the Department, as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made for allowable costs, including non-cancelable commitments.

## **16.REMEDIES FOR DEFAULT**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 through 1526.

## **17.ANTIDISCRIMINATION**

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, EPA Title IV implementing regulations, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, 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.

## **18.COMPLIANCE WITH LAWS AND GRANT**

The Contractor and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

The Contractor is hereby advised that U.S. Environmental Protection Agency Grant No. \_\_\_\_\_ is being used by the Department to partially fund this contract. The Contractor shall comply with the requirements of this grant. See Attachment 4. Continuation of this contract is contingent upon grant approval.

## **19. FORCE MAJEURE**

The Contractor or the Department shall be exempt from performance under the contract for any period that the Contractor or the Department is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or the Department has prudently and promptly acted to make any and all corrective steps that the Contractor or the Department can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination of the contract.

## **20. TAX RESPONSIBILITY**

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under the federal tax identification number as noted above.

## **21. SUCCESSORS AND ASSIGNS**

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

## **22. CLAIMS FOR LIENS**

The Contractor shall be solely liable for and shall hold the Department 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.

## **23. EMPLOYMENT OF STATE PERSONNEL**

In accordance with LSA-R.S. 39:1498.(4) and 1498.2., the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

## **24. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## 25. CODE OF ETHICS FOR STATE EMPLOYEES

The Contractor is hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract the company official certifies that there is no conflict or violation of the Louisiana Code of Ethics.

## 26. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than the Department or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Department.

## 27. CONTRACTOR'S INSURANCE

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees. The cost of such insurance shall be included in the Contractor's prices and shall not be separately billed.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause."**
- (2) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 93. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
- (3) Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

b. Minimum Limits of Insurance

The Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- (3) Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Department. At the option of the Department, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Department, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) General Liability and Automobile Liability Coverages
  - (a) The Department, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Department, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
  - (b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, officials, employees, Boards and Commissions or volunteers.

(c) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Department, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Department.

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Department.

e. Subcontractors

Contractor shall include all subcontractors as insureds under its policy or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements state herein.

f. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

g. Verification of Coverage

The Contractor shall furnish the Department with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and must include the Contractor's name, the Department CFMS number, the effective dates of the policy, and the level of coverage. The certificates must be received and approved by the Department before the Notice to Proceed will be issued and work commences. The Department reserves the right to require complete, certified copies of all required insurance policies, at any time.

An original and one (1) copy of each certificate (and policies when required) shall be sent to the attention of:

Choose an item.  
Financial Services Division  
Louisiana Department of Environmental Quality  
P.O. Box 4303  
Baton Rouge, LA 70821-4303

h. Renewal of Insurance

In the event that the Contractor provides certificates of insurance valid for a period of time less than the term of the contract, said certificates shall be acceptable, however, the Contractor shall be obligated to renew its insurance policies such that continuous coverage is provided for the entire contract term. The Contractor shall provide the Department with valid certificates of renewal of the insurance upon the expiration of the policies. In the event the Contractor fails or refuses to renew any of its insurance policies to the extent required by this contract, or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this contract, and the Contractor does not otherwise satisfy the liability guarantees required by this contract, the Department may refuse to make payment of any further monies due or coming due under this or other agreements between the Contractor and the Department. The Department, in its sole discretion, may use monies retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. During any period when any required insurance is not in effect, and the Contractor does not otherwise satisfy the liability guarantees required by this contract, the Department, at its option, may either suspend work under this contract, or proceed to default the Contractor and thereby terminate this contract.

i. Unsatisfactory Insurance

If at any time any of the foregoing policies shall be or become unsatisfactory to the Department, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Department, the Contractor shall, upon notice to that effect from the Department:

- (1) promptly obtain a new policy;
- (2) submit the new policy to the Department for approval; and
- (3) submit a certificate thereof as herein above provided.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, the Department, at its option, may either suspend work under this contract, or proceed to default the Contractor and thereby terminate this contract. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the contract,

nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

j. Cancellation of Insurance

The certificates shall provide for thirty (30) days written notice to the Department prior to any cancellation, expiration, or non-renewal during the term of insurance required by this contract. Notices of cancellation shall be sent to the Department by registered mail, return receipt requested.

k. Disclaimer

The Contractor expressly understands and agrees that any insurance protection or other liability guarantees required or requested by this contract shall in no way limit the Contractor's obligations assumed in the contract, and shall not be construed to relieve the Contractor from liability in excess of such coverage or guarantees, nor shall it preclude the Department from taking such other actions as are available to it under any provision of this contract or otherwise in law.

## **28. SUBSTITUTION OF PERSONNEL**

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute must be at least equal in education, qualifications, and experience to the person being replaced. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to the Department for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

## **29. SUBCONTRACTORS**

The Contractor agrees to obtain written Department approval prior to subcontracting any part of the services specified in Attachment 1, Scope of Service. The Contractor shall include, in any subcontract, the provisions contained in this agreement. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontractors, to the Department Project Manager. The Contractor further agrees to guarantee and be liable to the Department for all services performed under any such subcontract.

## **30. AMENDMENTS**

All changes to the contract price or term shall require amendment to the contract. 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, Office of Contractual Review. Verbal directives from any employee of the Department shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

THE DEPARTMENT AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT 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:                      DEPARTMENT OF ENVIRONMENTAL QUALITY:

\_\_\_\_\_

\_\_\_\_\_

Vince Sagnibene  
Undersecretary  
Office of Management and Finance

\_\_\_\_\_

\_\_\_\_\_

Choose an item.  
Choose an item. Secretary  
Office of Choose an item.

**WITNESSES:**

**CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_

Company Name