



State of Louisiana
DEPARTMENT OF NATURAL RESOURCES
OFFICE OF MANAGEMENT AND FINANCE

REQUEST FOR STATEMENT OF INTEREST AND QUALIFICATIONS

“STATE ENERGY PROGRAM GRANT ASSISTANCE”

DNR RSIQ NO 2027-13-01

February 27, 2013

The Louisiana Department of Natural Resources (the Department) hereby invites you to submit a Statement of Interest and Qualifications (SIQ) for State Energy Program grant assistance as described in the scope of services (Enclosure 1).

The proposed contract will be negotiated with the firm selected by the Department and will begin approximately April 1, 2013. The Department’s Consulting Services Contract will be used for this contract (Enclosure 2).

Firms electing to submit a proposal as a prime contractor cannot be listed as a subcontractor on another firm’s proposal. Firms not submitting as a prime contractor are allowed to be listed as a subcontractor on as many proposals as they deem appropriate.

The general criteria to be used by the Department in evaluating responses for the selection of a potential contractor to perform these services are:

1. Specialized Experience (Firm and Key Personnel) 40 points
Measures both the firm’s and key personnel’s demonstrated experience and performance on work similar to that likely to be required on this project.

2. Professional Qualifications 30 points
Measures the personal qualifications of key personnel expected to participate on this project, including academic attainment, professional achievements and relevant experience.

Contracts and Grants Division

3. Capability of Firm

30 points

Measures the ability of the firm to provide the technical/professional disciplines necessary to perform these services within the designated time frame.

TOTAL

100 points

Should you wish to respond to this request for an SIQ please submit four (4) copies of a written statement expressing your willingness to comply with the terms specified herein. **Elaborate proposals are neither required nor desired. The Department prefers a simple presentation and discourages extensive use of artistic designs, use of hard binders, etc.** Included in your SIQ should be **(1) an executive summary stating the firm's particular expertise, resources and advantages they will bring to the project. Also why the submitting team would be the best selection for the project. This summary is limited to two pages.** In the event the SIQ contains subcontractors, the particular task they will perform together with the relevant experience should be included. Also, if the subcontractor is a Disadvantaged Business Enterprise (DBE) or certified in the Hudson/Veteran's Initiative, they must include supporting documentation of certification.

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 49). PPM 49 can be accessed at <http://www.doa.state.la.us/osp/travel/traveloffice.htm>.

This written statement must be provided to the Department no later than 3:00 p.m., March 6, 2013. Statements must be addressed to:

Mrs. Renita Hoskins
Contracts and Grants Administrator
Louisiana Department of Natural Resources
P. O. Box 94396
Baton Rouge, Louisiana 70804-9396

and if not mailed, may be hand delivered to Mrs. Renita Hoskins at the Natural Resources Building, 617 North 3rd Street, 12th Floor Room 1272, Baton Rouge, Louisiana. The selected firm will be posted at www.dnr.louisiana.gov/contracts.

All potential contractors should be advised that contractors may, in certain circumstances be deemed "public employees" as defined by the Ethics Commission. **Full disclosure to the Department is required of any potential conflicts.** Any potential conflicts shall be resolved with the Ethics Commission prior to seeking a contract. The commission on Ethics for Public Employees is located at 617 North 3rd Street, LaSalle Building, 10th Floor, Baton Rouge, LA 70802; telephone number (225) 219-5600; toll free at 1-800-842-6630.

According to the provisions of LA. R.S. 12:301-302, any corporation which is not incorporated in the State of Louisiana must obtain a certificate of authority to transact business in Louisiana from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana 70809, Phone no. (225)925-4704.

For-profit and non-publicly traded corporations must provide a Disclosure of Ownership form when contracting with the Department. The Disclosure of Ownership should not be submitted with SIQ. However, prior to contracting with the Department, the forms must be completed, notarized, and submitted to the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana 70809 and a copy stamped by the Corporations Division must be provided to the Department.

ANY QUESTIONS REGARDING THIS REQUEST FOR STATEMENT OF INTEREST AND QUALIFICATION SHOULD BE SUBMITTED IN WRITING TO THE CONTRACTS AND GRANTS ADMINISTRATOR

Questions must be submitted in writing and received by 3:00 p.m., March 1, 2013. Official responses to all questions submitted by potential proposers will be posted at www.dnr.louisiana.gov/contracts.

Enclosures

- (1) Scope of Services
- (2) Consulting Services Contract

The Louisiana Department of Natural Resources (DNR), Technology Assessment Division (TAD) requires extensive support with federal grants, program requirement, and reporting of additional metrics and indicators.

In the past three years, TAD has applied for and received federal funding for five American Recovery and Reinvestment Act (ARRA) grants totaling over \$90 million to pass through and fund to entities to pursue energy efficiency and conservation projects, produce renewable resources, devise an energy assurance plan, and distribute rebates to residential customers for Energy Star appliances. The grants have either closed or are scheduled for 90 day close on March 31, 2013.

The annual State Energy Program (SEP) grant provided by the U.S. Department of Energy (DOE) provides continual support for TAD to provide services and implement energy efficiency and renewable energy projects. In addition, the annual State Energy Program (SEP) grant will provide a mechanism for states to continue revolving loans or loan loss reserve programs established with ARRA funds under their annual grant.

Although DOE has not finalized additional guidelines to the states, initial approval of the program funding includes continued compliance with all ARRA rules, regulations, metrics, and reporting requirements into perpetuity.

DNR will solicit and launch this funding opportunity once all residual funding from completed projects are moved into the Revolving Loan Fund under the ARRA grant. The funding will be officially moved to the SEP grant after the 90 day close out period (March 31, 2013).

The tasks needing to be accomplished are as follows:

- Administrative functions for solicitations, updates to webpages, design of forms as required, receipt of Davis Bacon Wage requirements, Buy American documentation if applicable, filing, spreadsheets, and other administrative tasks as relates to the Revolving Loan Fund.
- Assistance in developing system to merge the vast amount of documentation, memos, public records requests, emails, spreadsheets, and correspondence for all ARRA programs electronically with cross referenced hard copies as needed to satisfy requirements of OMB Circular A-133.
- Prepare for archive, the 4,000 files of individual homeowners participating in the HERO and Energy Star programs that can be easily archived/removed/destroyed within the timeframe to ensure compliance with all contractual and grant requirements.
- Provide administrative support to the Energy Section manager to ensure receipt of A-133 audits from recipients of grants for the number of years recipients were under contract including fiscal year after the DOE ARRA grant close.

- Assist TAD with the updating SEP filing system in order to accommodate new programs/projects post ARRA.
- Purge outdated, expired, electronic data and files from numerous project managers (both active and retired) by working with the Federal Energy Section Manager and Federal Energy Analyst Supervisor.
- Complete contractual and in-house program filing, reporting requirements, assistance to program managers with invoicing and spreadsheets.
- Provide assistance to the management in the preparation of the petroleum violation escrow reports, SEP quarterly reporting, the OMB quarterly reporting, as well as the national independent evaluation conducted by DOE to measure key outcomes of the State Energy Programs. In addition, reconciliation of PVE funding and broad overview of expenditures is completed annually. A final report is being assembled and continual assistance building spreadsheets will be required on an as needed basis.
- Additional tasks may be assigned as deemed necessary.

Minimum Qualifications

The contractor shall provide staff that is experienced in the following areas:

- Proficient in the Louisiana State Government ISIS system.
- DOE Page On-Line Reporting is desirable, but not mandatory.
- Knowledgeable of Davis Bacon rules, regulations, and reporting requirements.
- Familiar with Buy American documentation
- Must have excellent skills and mastery of Microsoft Excel for development of numerous spreadsheets, managing data sets for numerous end uses.
- Experience in database management
- Must be quick learner, skilled and personable when dealing with public, other contractors and government employees.

DNR CONTRACT NO.
FORMAT NO. 4
OCR CONTRACT NO.

CONTRACT FOR

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:

- b. Appropriate personnel for consultation, as required; and
- c. 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

- (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:

A maximum of ninety percent (90%) of the total contract amount shall be available for progress payments to the Contracting Party prior to completion of contract. Invoices for progress payments, with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Appendix A shall be based upon actual costs incurred and shall be submitted monthly with progress reports.

An invoice for the final payment, ten percent (10%), shall be submitted upon completion of the project and acceptance of the final report by the Department. The final invoice shall be submitted within thirty (30) days following expiration of the contract.

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.

USE THE FOLLOWING FOR OCRM CONTRACTS

The Department encourages the use of data collected under DNR 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 Office of Coastal Restoration and Management, 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, DNR (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.

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

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

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

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

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the

site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

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

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

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

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

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

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:

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 BUSINESS ENTERPRISES (DBE):

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

The following good faith efforts for utilizing DBEs are required:

1. Solicitations for products or services shall be sent to firms/individuals listed as DBE's.
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. Require that each party to a subcontract takes the good faith efforts outlined here.
6. Encourage contracting with a consortium of DBE's when a contract is too large for one of these firms to handle individually.

The Contracting Party shall submit to the Department Project Manager a quarterly procurement summary detailing purchases from DBE vendors. This report shall be made using the Procurement Summary form attached hereto as Appendix 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 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 Contracting Party agrees to abide by all applicable State and Federal laws, policies, and regulations that govern the use of Disadvantaged Business Enterprises.

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.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, 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.

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:

STEPHEN CHUSTZ, INTERIM SECRETARY
DEPARTMENT OF NATURAL RESOURCES
