

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

**REQUEST FOR PROPOSALS**  
**FOR**  
**“ACCOUNTING SERVICES FOR DISASTER**  
**RECOVERY”**

**RFP #: 3000003555**

**PROPOSAL DUE DATE/TIME: JUNE 8, 2015, 3:00 PM**

**MAY 8, 2015**

## TABLE OF CONTENTS

1	GENERAL INFORMATION.....	4
1.1	<i>Purpose</i> .....	4
1.2	<i>Background</i> .....	4
1.3	<i>Scope of Services</i> .....	4
2	ADMINISTRATIVE INFORMATION.....	4
2.1	<i>Term of Contract</i> .....	4
2.2	<i>Pre-proposal Conference</i> .....	4
2.3	<i>Proposer Inquiries</i> .....	4
2.4	<i>Definitions</i> .....	5
2.5	<i>Schedule of Events</i> .....	5
2.6	<i>Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs</i> .....	5
3	PROPOSAL INFORMATION.....	7
3.1	<i>Minimum Qualifications of Proposer</i> .....	7
3.2	<i>Determination of Responsibility</i> .....	7
3.2.1	<i>Right to Prohibit Award</i> .....	7
3.3	<i>RFP Addenda</i> .....	8
3.4	<i>Waiver of Administrative Informalities</i> .....	8
3.5	<i>Proposal Rejection/RFP Cancellation</i> .....	8
3.6	<i>Withdrawal of Proposal</i> .....	8
3.7	<i>Subcontracting Information</i> .....	8
3.8	<i>Ownership of Proposal</i> .....	8
3.9	<i>Proprietary Information</i> .....	8
3.10	<i>Cost of Preparing Proposals</i> .....	9
3.11	<i>Errors and Omissions in Proposal</i> .....	9
3.12	<i>Contract Award and Execution</i> .....	9
3.13	<i>Code of Ethics</i> .....	9
4	RESPONSE INSTRUCTIONS.....	9
4.1	<i>Proposal Submission</i> .....	9
4.2	<i>Proposal Format</i> .....	10
4.3	<i>Cover Letter</i> .....	10
4.4	<i>Technical and Cost Proposal</i> .....	10
4.5	<i>Certification Statement</i> .....	10
5	PROPOSAL CONTENT.....	11
6	EVALUATION AND SELECTION.....	13
6.1	<i>Proposal Review Committee</i> .....	13
6.2	<i>Administrative and Mandatory Screening</i> .....	13
6.3	<i>Clarification of Proposals</i> .....	13
6.4	<i>Oral Presentations/Discussions May be Required</i> .....	13
6.5	<i>Evaluation and Review</i> .....	13
6.6	<i>Cost Evaluation</i> .....	13
6.7	<i>Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)</i> .....	14
6.8	<i>Announcement of Contractor</i> .....	14

7 SUCCESSFUL CONTRACTOR REQUIREMENTS ..... 15  
7.1 Corporation Requirements..... 15  
7.2 Billing and Payment..... 15  
7.3 Confidentiality..... 15

Attachments to this RFP

Attachment I ..... Scope of Services  
Attachment II. .... Certification Statement  
Attachment III ..... DNR Sample Contract  
Attachment IV: ..... DEQ Sample Contract

## **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 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 disasters and projects related thereto. 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 either individuals or firms, that can be tasked 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) . The initial period of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2015 and to continue through June 30, 2018.

### **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:

David Guidry  
Administrative Program Specialist  
P.O. Box 94396  
Baton Rouge, LA 70804  
Phone: 225-219-1360  
Email: [dnrprocurement@la.gov](mailto:dnrprocurement@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 05/27/2015 at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> and <http://dnr.louisiana.gov/contracts>

Only David Guidry 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	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	05/08/15
Deadline for receipt of Written Questions	05/22/15
Issue responses to Written Questions	05/27/15
Deadline for receipt of proposals	06/08/15
Announce award of contractor selection	06/24/15

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

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

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

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

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

#### Proposer Status and Reserved Points

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

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

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

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

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymouse?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymouse?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network

<http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

### **3 PROPOSAL INFORMATION**

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

Proposers must meet the following minimum qualification:

Five years of experience prior to the deadline for receipt of proposal in projects involving public sector accounting/budgeting and Grant reporting;  
it is highly desirable that the professional level experience be with the State of Louisiana.

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

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

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 minor administrative informalities contained in any proposal.

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

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

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

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

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

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

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall be 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(s) 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) business 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 shall be 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 Standard 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:

David Guidry  
Administrative Program Director  
P.O. Box 94396  
Baton Rouge, LA 70804  
Phone: 225-219-1360  
Email: [David.guidry@la.gov](mailto:David.guidry@la.gov) or [DNRprocurement@la.gov](mailto:DNRprocurement@la.gov)

For courier delivery, the street address is 617 N. Third Street, 12th Floor; Room 1262, Baton Rouge, LA 70802 and the telephone number is 225-219-1360. It shall be 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 one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

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

Proposers should respond to this RFP with a Technical Proposal which includes the Cost Proposal as requested in 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)
    - i. 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.
    - ii. 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. The proposer should provide evidence of its ability to meet or exceed the minimum qualifications described in Section 3.1

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: If selected as a contractor, the proposer shall provide certificates of insurance as proof of coverage at the time of contract negotiation. **The State may waive workers compensation coverage if deemed appropriate in the context of the contractor selected.**
9. Cost Proposal: The Proposer shall submit one hourly rate for providing all services. The hourly rate shall include all costs for providing the services described in the RFP except for travel expenses.

NOTE: Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration's State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration's 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 a Proposal Review Committee, to be designated by the state, which will determine the proposals 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:

<b>CRITERIA</b>	<b>MAXIMUM SCORE</b>
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.	<b>30</b>
Relevant Experience of the firm and key personnel assigned to this project.	<b>30</b>
Cost	<b>30</b>
Hudson/Veterans Small Entrepreneurship Program	<b>10</b>
<b>TOTAL SCORE</b>	<b>100</b>

### ***6.6 Cost Evaluation***

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

The proposer with the lowest hourly rate (LHR) for all services will receive 30 points. All other proposals will be rated by multiplying the maximum possible points (30) by a fraction that consists of the lowest cost as numerator and cost of the proposal (CP) being evaluated as denominator, The score received shall be CR,  
 $CR=(LHR/CP)*30$

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. The State will award up to five (5) contracts to highest scoring proposals. Each department will enter into separate contracts with each successful proposer.

### ***6.7 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)***

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

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

#### Proposer Status and Reserved Points:

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

### ***6.8 Announcement of Contractor***

The State will notify the successful Proposer(s) and proceed to negotiate terms, including amount 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 Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 calendar 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 State Procurement.

## **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 each successful Proposers. See Attachments 3 and 4, State's Sample Contracts for specific billing and payment information.

### ***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.

---

## ATTACHMENT 1: SCOPE OF SERVICES

### 1.0 Goals and Objectives

The State is seeking the services of an individual, firm or company that have qualified staff that can fulfill the deliverable requirements described in this document. The goal of this contract is to provide professional accounting services to assist the Department of Natural Resources and the Department of Environmental Quality (State) in disaster recovery efforts. The objective is to obtain the services of professional accounting personnel for the preparation of cost allocations, federal reimbursements, auditing expense documents and other cost reimbursement and accounting activities.

### 2.0 CONTRACTOR'S TASKS

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 requests 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.
5. Close Out Activities - The contractor will audit transactions, invoices, statements and related documents as required for project close out and prepare and submit required documentation.
6. Other Services - The Contractor shall perform all required ongoing accounting activities as required by Federal and other governmental agencies for projects associated with disaster recovery as needed.



## **2.1 Staff**

The Contractor shall provide staff who are familiar with MS Excel and MS Word and who are proficient in writing and have analytical skills.

## **3.0 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.

## **4.0 Deliverables**

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

1. Prepare all required reports in accordance with state and federal guidelines
2. Set up documents in the statewide accounting system as necessary
3. Write any necessary procedures or policy changes as needed
4. Maintain all files associated with each project
5. Act as liaison between the department and the appropriate state/federal agencies
6. Prepare cost allocation plans as required
7. Prepare all reimbursement requests and documentation in accordance with Guidelines
8. Audit all invoices and payroll in accordance with state and federal regulations
9. Other deliverables as required by state or federal guidelines specific to disaster and related projects

## **5.0 Monthly Progress Reports by the Contractor**

The Contracting Party shall report progress monthly 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.

The progress report shall include but not limited to:

1. listing of the current status of all disaster Project Worksheets (if applicable);
2. listing of all submitted claims for reimbursement (includes pending and paid claims);
3. current status of all disaster related required forms and letters (includes time extensions, close-out requests, new versions of project worksheets, etc.); and
4. any other disaster related information deemed appropriate by the State.

## **6.0 STATE'S RESPONSIBILITIES**

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. If necessary, and if available, the State may provide work space and/or equipment to the contractor(s) to perform the work.

## **7.0 MONITORING AND METHODS TO MEASURE PERFORMANCE**

The State will monitor the progress of the Contractor during the contract by:

1. monitor the Contractor's work through telephone communication, meetings and review of Monthly Progress Reports; or meeting with the Contractor as necessary to provide guidance or answer questions;
2. ensuring that deliverables are submitted within the time frame of the contract;
3. reviewing, requiring correction as necessary, and approving all deliverables and submittals; and

The State will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

**ATTACHMENT II: CERTIFICATION STATEMENT**

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

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

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

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

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

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

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

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

- 1.0 The information contained in its response to this RFP is accurate;
- 2.0 Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- 3.0 Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- 4.0 Proposer's quote is valid for at least 90 calendar days from the date of proposal's signature below;
- 5.0 Proposer understands that if selected as the successful Proposer, he/she will have 30 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
- 6.0 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
---	------

## ATTACHMENT III: DNR SAMPLE CONTRACT

### STATE OF LOUISIANA CONTRACT

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Department of Natural Resources (DNR) State of Louisiana, hereinafter sometimes referred to as the "State", and <Contracting Party> officially domiciled at <address>, <city>, <state> and <zip>, hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

#### 1. **SCOPE OF SERVICES**

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

#### 2. **PERFORMANCE MEASURES**

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

#### 3. **DELIVERABLES**

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Scope of Services. The Contractor shall provide to the State the items specified in Appendices A and B and Attachment 1, Scope of Services products of the services rendered under this contract.

#### 4. **SUBSTITUTION OF KEY PERSONNEL**

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

#### 5. **TERM OF CONTRACT**

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

#### 6. **STATE FURNISHED RESOURCES**

State shall appoint a Project Coordinator for this Contract identified in Section 1.2.4 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

**7. TAXES**

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

**8. COMPENSATION AND PAYMENT TERMS**

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$<total amount wording>. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of <project manager>.

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

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

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

**9. TERMINATION FOR CAUSE**

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

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

**10. TERMINATION FOR CONVENIENCE**

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

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

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

**11. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

**12. INDEMNIFICATION AND LIMITATION OF LIABILITY**

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

*Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.*

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s)

or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

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

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

### **13. 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.

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.

**14. CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2 through 1672.4

**15. FUND USE**

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

**16. ASSIGNMENT**

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

**17. RIGHT TO AUDIT**

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



**18. CONTRACT MODIFICATION**

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

**19. CONFIDENTIALITY OF DATA**

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

**20. SUBCONTRACTORS**

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

**21. CIVIL RIGHTS COMPLIANCE**

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and Title 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 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, the Davis-Bacon Act (40 USC 276a et seq), and the Federal Funding Accountability and Transparency (FFATA) (<https://www.frs.gov>).

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 Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

**22. APPLICABLE LAW**

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

**23. CODE OF ETHICS**

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

**24. SEVERABILITY**

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

**25. COMPLETE CONTRACT**

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

**26. ENTIRE AGREEMENT & ORDER OF PRECEDENCE**

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

**THUS DONE AND SIGNED** on the date(s) noted below:

---

**CONTRACTOR'S SIGNATURE**

---

**STATE'S SIGNATURE**

---

**DATE**

---

**DATE**

**ATTACHMENT IV: DEQ SAMPLE CONTRACT**

**CONSULTING SERVICES CONTRACT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and Contactor 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 LaGov 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 LaGov 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.

**3. SCOPE OF SERVICES**

The Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Attachment 3, 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 and participation in a Commencement Conference to be scheduled by the Office of State Procurement at its offices.

**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. This is a contingency contract. Once a Declaration of Emergency has been declared and when the services under this contract are needed, the amount will be increased by written amendment. Work performed by the Contractor during the term of the contract shall be paid at the hourly rate listed in Attachment 3,

Contractor's Proposal. 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.

**6. Payment:**

Payment to the Contractor for services rendered shall be made at the hourly rate of \$0.00. Payment shall be made upon completion and approval of each work order (task order) as determined by the Project Manager.

The hourly rate 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 upon completion of each work order (task order). Progress payments may be made at the discretion of the Department's Project Manager. 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

or submit electronically to [DEQAccountsPayable@la.gov](mailto:DEQAccountsPayable@la.gov)

Each invoice must include:

- (a) the LaGov number;
  - (b) the name and address of the Contractor;
  - (c) a list of the Work Orders (Task Order) completed by Work Order number and title;
  - (d) the amount requested per Work Order (Task Order);
  - (e) the total amount requested;
  - (f) the balance remaining in the contract; and
  - (g) supporting documentation for hours billed (timesheets).
- (3) The Contractor shall attach a copy of the Attachment 2, 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

## 11. INDEMNIFICATION AND LIMITATION OF LIABILITY

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

*Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.*

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

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



part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

## **12. 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.

## **13. 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.

## **14. 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.

## **15. 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.

**16. 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.

**17. REMEDIES FOR DEFAULT**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1672.2-1672.4

**18. 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.

**19. COMPLIANCE WITH LAWS**

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.

**20. 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.

**21. 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 \_\_\_\_\_

**22. SUCCESSORS AND ASSIGNS**

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

**23. 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 materials furnished to the Contractor in connection with the performance of its obligations under this contract.

**24. EMPLOYMENT OF STATE PERSONNEL**

In accordance with LSA-R.S.39:1624(A)4, 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 except provided for in R.S. 39:1626.

**25. 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.

**26. 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.

**27. 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.

**28. CONTRACTOR'S INSURANCE**

The Contractor shall purchase 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, its agents, representatives, employees or subcontractors.

**a. Minimum Scope and Limits of Insurance**

**(1) Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

**(2) Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in

Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

(3) **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

(4) **Professional Liability**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000.00. Claims-made coverage is acceptable.

**b. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Department. The Contractor shall be responsible for all deductibles and self-insured retentions.

**c. 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, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.

(b) The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance.

(c) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

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

(2) Workers Compensation and Employers Liability Coverage

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

(3) All Coverages

(a) Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Department. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

(b) Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

(c) The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.

(d) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

**d. Acceptability of Insurers**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

e. **Verification of Coverage**

Contractor shall furnish the Department with Certificates of insurance reflecting proof of required coverage. 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 and upon any contract renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana  
Department of Environmental Quality  
Financial Services Division  
P.O. Box 4303  
Baton Rouge, LA 70821-4303  
Attn: LaGov No. \_\_\_\_\_

In addition to the Certificates, Contractor should submit the declarations page and the cancellation provision endorsement for each insurance policy. The Department reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Department, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

f. **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.

g. **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Department reserves the right to request copies of subcontractor's Certificates at any time.

h. **Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

i. **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.

**29. 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 resumé 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.

### **30. SUBCONTRACTORS**

If it becomes necessary for the Contractor to use subcontractors, the Department urges the contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. For a list of these businesses go to <https://smallbiz.louisianaforward.com> and select the appropriate program and parish using the drop down menu or select the appropriate link to Download Certified Business by Program for a listing all parishes by program.

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.

### **31. 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:

\_\_\_\_\_

\_\_\_\_\_  
Peggy M. Hatch  
Secretary

WITNESSES:

CONTRACTOR:

\_\_\_\_\_

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