

**STATE OF LOUISIANA**  
**DEPARTMENT OF NATURAL RESOURCES**

**REQUEST FOR PROPOSALS**  
**FOR**  
**JOINT PUBLIC NOTICE**

**RFP #: 3000012464**

**PROPOSAL DUE DATE/TIME: MAY 28, 2019/3:00 PM**

**APRIL 5, 2019**

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# **1 GENERAL INFORMATION**

## **1.1 Purpose**

This Request for Proposals (RFP) is issued by the Department of Natural Resources (herein referred to as the State) for the purpose of implementing, coordinating, and operating the Joint Public Notice System.

## **1.2 Background**

The Office of Coastal Management (OCM) of the Louisiana Department of Natural Resources is charged with implementing the Louisiana Coastal Resources Program (LCRP) under authority of the State and Local Coastal Resources Management Act, as amended (Act 361, La. R. S. 49:214.21 et seq). This law seeks to protect, develop, and where feasible, restore or enhance the resources of the state's Coastal Zone. Its broad intent is to encourage multiple uses of resources and adequate economic growth while minimizing adverse effects of one resource use upon another without imposing undue restrictions on any user. Besides striving to balance conservation and resources, the guidelines and policies of the LCRP also help to resolve user conflicts, encourage coastal zone recreational values, and determine the future course of coastal development and conservation. The guidelines are designed so that development in the Coastal Zone can be accomplished with the greatest benefit and the least amount of damage. The LCRP is an effort among Louisiana citizens, as well as state, federal and local advisory and regulatory agencies.

The OCM regulates development activities and manages the resources of the Coastal Zone. A Coastal Use Permit (CUP) Program has been established by the Act as part of the LCRP to help ensure the management and reasonable use of the state's coastal resources. The CUP is the basic regulatory tool of OCM and is required for certain projects in the Coastal Zone, including but not limited to dredge and fill work, bulkhead construction, shoreline maintenance, and other development projects. The purpose of the CUP process is to make certain that any activity affecting the Coastal Zone is performed in accordance with guidelines established in the LCRP. A prime concern of the CUP Program is to regulate activities that may impact coastal waters, increase the loss of wetlands and aquatic resources, as well as to reduce conflicts between coastal resource users.

In accordance with R.S. 49:214.33, OCM developed and maintains a coordinated coastal permitting process. This process provides for a joint application process with the US Army Corps of Engineers – New Orleans District (COE-NOD), Department of Environmental Quality (DEQ) and other federal, state and local agencies. This contract provides personnel and expertise to accomplish this requirement.

## **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 this RFP to award one (1) contract. The period of any contract resulting from this RFP is tentatively scheduled to begin on or about April 1, 2019 and to continue through March 31, 2022. In no event shall the term exceed 36 months.

### **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 Director  
P.O. Box 44277  
Baton Rouge, LA 70804-4277  
Phone: 225-219-1360  
Fax: 225-342-8700  
Email: [david.guidry@la.gov](mailto:david.guidry@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 at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> and [www.dnr.louisiana.gov/contracts](http://www.dnr.louisiana.gov/contracts). Only David Guidry, Administrative Program Director or his designee 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

TERM	DEFINITION
Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation or other establishment of the executive branch of this state, authorized to participate in any contract resulting from this solicitation.
Contractor	A firm or individual who is awarded a contract
DOA	Division of Administration
JPN	Joint Public Notice
OSP	Office of State Procurement
Proposal	A response to an RFP
Proposer	A firm or individual who responds to an RFP
RFP	A request for proposals
Shall, Must, or Will	Denotes mandatory language; a requirement that must be met without alteration
Should, Can, or May	Denotes desirable, non-mandatory language

## 2.5 Schedule of Events

Event	Date
Advertise RFP and mail public announcements	April 5, 2019
Deadline for receipt of Written Inquiries	April 22, 2019
Deadline to answer written inquiries	May 7, 2019
Deadline for receipt of proposals	May 28, 2019
Announce award of contractor selection	June 12, 2019

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

## **2.6 Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 2.3 of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for bidders or proposers;
3. Oral presentations during the evaluation process
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

### 3 PROPOSAL INFORMATION

#### 3.1 Mandatory Qualifications of Proposer

Proposers shall employ staff or utilize subcontractors who meet or exceed the following minimum qualifications prior to the deadline for receipt of proposals.

For the person who will serve as the Joint Public Notice (JPN) Coordinator: Must have a baccalaureate or associates degree; or must have a minimum of 5 years experience (prior to the deadline for submitting proposals) in which clerical and computer work were major duties.

- College hours or degree must be from a school accredited by one of the following regional accrediting bodies: The Middle States Association of Colleges and Secondary Schools; the New England Association of Schools and Colleges, Inc.; the North Central Association of Colleges and Secondary Schools; the Northwest Association of Secondary and Higher Schools; the Southern Association of Colleges and Secondary Schools; or the Western Association of Schools and Colleges.

#### VOLUME II. FINANCIAL INFORMATION (SEPARATE VOLUME) (1 COPY)

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.

#### 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 34:2536. 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.



### **3.3 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a 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 RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### **3.4 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://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> and <http://dnr.louisiana.gov/contracts>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

### **3.5 Waiver of Administrative Informalities**

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

### **3.6 Proposal Rejection/RFP Cancellation**

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

### **3.7 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 identified in the RFP.

### **3.8 Use of Subcontractors**

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, shall acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer shall 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 also be

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.

### **3.9 Ownership of Proposal**

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal does not affect this right.

### **3.10 Confidential Information, Trade Secrets, and Proprietary Information**

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 the contract, or which become available to the Contractor in carrying out the 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.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall 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.

### **3.11 Cost of Offer Preparation**

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 shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

### **3.12 Errors and Omissions in Proposal**

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

### **3.13 Contract Award and Execution**

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposal submitted.

The State reserves the right to contract for all or a partial list of services offered in the proposal. The RFP, including any addenda added, and the selected proposal shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide 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.

### **3.14 Code of Ethics**

Proposers shall be 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 Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

David Guidry  
Administrative Program Director  
P.O. Box 44277  
Baton Rouge, LA 70804-4277  
Phone: 225-219-1360  
Fax: 225-342-8700  
Email: [david.guidry@la.gov](mailto:david.guidry@la.gov)

For courier delivery, the street address is 617 N. 3<sup>rd</sup> Street, 12<sup>th</sup> Floor, Room 1262, Baton Rouge, Louisiana 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 proposal and one (1) copy of the financial information along with **an electronic copy** (USB flash drive only) in a Searchable Portable Document Format (pdf) 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 the Scope of Services (Attachment I).

### **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.

Proposers are encouraged to submit proposals in a concise, orderly fashion that includes complete, appropriate comment, documentation, and submittals to address the RFP requirements. Each Proposer is solely responsible for the clarity and completeness of their proposal.

#### **4.5 Certification Statement**

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

## 5 PROPOSAL CONTENT

### A. VOLUME I. TECHNICAL PROPOSAL (ONE ORIGINAL and FIVE COPIES)

1. The Proposer shall complete and sign 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 proposer's overview of the project and the proposed method of implementation.
4. Technical Discussion: This section should be presented in as much detail as practical and include the following:
  - a. Scope of Services (SOS)
    1. The proposer should prepare a scope of services which specifically responds (in order listed) to each item specified in Attachment I, (SOS). This section should present a detailed statement of the methodology to be utilized to carry out each task and a precise description of the deliverables to be received by the State as end products of the services rendered.
    2. Project Organization and Management: This subsection should include the project team proposed for this work (identification of persons assigned to individual tasks), and the function and responsibilities of subcontractors.
  - b. Additional/Alternate Tasks Offered: 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. The Proposer should provide evidence that its staff or a subcontractor's staff meets or exceeds the minimum qualifications described in Section 3.1 of the RFP.. If not included with the proposal, this information must be submitted within 7 days upon request.
6. Relevant Company Experience: This section should include the proposer's and subcontractor(s)' experience which is relevant to the proposed project including company and privately-sponsored work, a representative list of current governmental contracts in this and related fields, and/or such contracts completed in the recent past,

including dollar amount of contract, title, sponsoring agency, contract number, name and telephone number of contracting officer.

7. Subcontractors: Persons who are not full time employees of the proposer shall be considered as subcontractors. All subcontractors necessary to conduct the work must be identified, including the percentage of project to be accomplished. For subcontractor(s) who are used to meet minimum qualifications in Section 3.1, the proposer should include letters of agreement to undertake their portion of the proposed project. If not included with the proposal, letters must be submitted within 7 days upon request.
8. Insurance: The proposal should include a certificate of insurance as proof that proposer has in effect limits of insurance required by Attachment III, Sample Contract. If selected as a contractor, the proposer shall provide certificates of insurance as proof of coverage at the time of contract negotiation.
9. Cost Proposal: The proposer shall provide an hourly rate for a JPN Coordinator. The hourly rates shall be all inclusive. No additional expenses or costs will be paid and the hourly rate shall be firm for the duration of the contract. Travel expenses shall not be reimbursed. Contractor shall be paid on an hourly rate basis.

The proposer should use Attachment IV (Rate Schedule) to provide hourly rates.

B. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (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>.

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.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=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.la.gov/pages/osp/se/secv.aspx>.

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>

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/iri/portal/anonymous?quest\\_user=self\\_req](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?quest_user=self_req).

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:  
<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

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.



a. Reserved Points. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship, or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposer's evaluation score as follows:

b. Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

IF PROPOSER IS A CERTIFIED LA VET OR HUDSON SMALL ENTREPRENEURSHIP, PROPOSER MUST NOTE THIS IN ITS PROPOSAL IN ORDER TO RECEIVE THE FULL AMOUNT OF APPLICABLE RESERVED POINTS.

IF PROPOSER IS NOT CERTIFIED, BUT HAS ENGAGED ONE OR MORE LAVET OR HUDSON CERTIFIED SMALL ENTREPRENEURSHIPS TO PARTICIPATE AS SUBCONTRACTORS, PROPOSER SHALL PROVIDE THE FOLLOWING INFORMATION IN ORDER TO OBTAIN ANY APPLICABLE HUDSON/VETERAN INITIATIVE POINTS:

LaVet or Hudson certified small entrepreneurship Subcontractor information:

**Circle which initiative applies:**      HUDSON INITIATIVE      VETERAN INITIATIVE

Subcontractor Name: \_\_\_\_\_

Detailed Description of Work to be Performed:  
\_\_\_\_\_

Anticipated Dollar Value of the subcontract for the three-year contract term: \_\_\_\_\_

\*Note – it is not mandatory to have a Hudson/Veteran Initiative subcontractor. However, it is mandatory to include this information in order to obtain any allotted points when applicable.

If multiple Hudson/Veterans subcontractors will be used, repeat the above required information. Additionally, provide a sufficiently detailed description of each subcontractor's work so as to advise if services are duplicative or overlapping, or if services constitute a distinct scope of work from each other subcontractor.

C. VOLUME II. FINANCIAL INFORMATION (SEPARATE VOLUME) (1 COPY)

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.

## **6 EVALUATION AND SELECTION**

### **6.1 Proposal Review Committee**

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of score data.

### **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 Oral Presentations/Discussions May be Required**

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. If presentations are done, the Agency reserves the right to adjust the original technical scores based upon information received in the presentation, using the original evaluation criteria. Cost score will remain unchanged.

### **6.4 Best and Final Offers (BAFO)**

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the state in clarifying the scope of work or to obtain the most cost effective pricing available from the proposers.

**The written invitation to participate in BAFO will not obligate the state to a commitment to enter into a contract.**

### **6.5 Acceptance of Proposal Content**

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.

## 6.6 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
1. Approach and Methodology	28
2. Relevant Company Experience	30
3. Cost	30
4. Hudson/Veteran Small Entrepreneurship Program	12
<b>TOTAL SCORE</b>	<b>100</b>

The lowest proposed hourly cost will receive thirty (30) points. All other proposals will be rated by multiplying the maximum possible points thirty (30) by a fraction that consists of the lowest proposed hourly cost as a numerator and the hourly cost of the proposer being evaluated as the denominator.

$$\text{Cost} = 30 \times \frac{\text{Lowest Proposed hourly cost}}{\text{Proposer's hourly Cost}}$$

The Proposal Review Committee will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

**Proposer must receive a minimum score of 29 points (50%) of the total available points in the technical categories of Approach and Methodology and Relevant Company Experience to be considered responsive to the RFP. Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

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

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

**B. Proposer Status and Allotment of Reserved Points**

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

IF PROPOSER IS A CERTIFIED LA VET OR HUDSON SMALL ENTREPRENEURSHIP, PROPOSER MUST NOTE THIS IN ITS PROPOSAL IN ORDER TO RECEIVE THE FULL AMOUNT OF APPLICABLE RESERVED POINTS.

IF PROPOSER IS NOT CERTIFIED, BUT HAS ENGAGED ONE OR MORE LAVET OR HUDSON CERTIFIED SMALL ENTREPRENEURSHIPS TO PARTICIPATE AS SUBCONTRACTORS, PROPOSER SHALL PROVIDE THE FOLLOWING INFORMATION IN ORDER TO OBTAIN ANY APPLICABLE HUDSON/VETERAN INITIATIVE POINTS:

LaVet or Hudson certified small entrepreneurship Subcontractor information:		
<b>Circle which initiative applies:</b>	HUDSON INITIATIVE	VETERAN INITIATIVE
Subcontractor Name: _____		
Detailed Description of Work to be Performed: _____		
Anticipated Dollar Value of the subcontract for the three-year contract term: _____		
*Note – it is not mandatory to have a Hudson/Veteran Initiative subcontractor. However, it is mandatory to include this information in order to obtain any allotted points when applicable.		

If multiple Hudson/Veterans subcontractors will be used, repeat the above required information. Additionally, provide a sufficiently detailed description of each subcontractor’s work so as to advise if services are duplicative or overlapping, or if services constitute a distinct scope of work from each other subcontractor.

## **6.8 Notice of Intent to Award**

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer with the highest score.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. 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 with the weight assigned each criteria, scores of each proposal considered along with overall scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within 14 days after the award issues a Notice of Intent to award a contract.

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 the successful Proposer. All invoices shall be accompanied by an accounting of hours worked, by whom, at the contracted hourly rate, along with a description of work that has been completed at the time of invoice submission. Travel expenses shall not be reimbursed.

All invoices must reflect the LaGov number referenced on the contract and a copy of current insurance coverage must accompany the invoice with the required deliverables.

### **7.3 Taxes**

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

## **7.4 Electronic Vendor Payment Solutions**

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment IV for additional information regarding electronic payment methods and registration.

## **7.5 Termination of the Contract for Cause**

State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar 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) calendar 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 the 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.

## **7.6 Termination of the Contract for Convenience**

The State may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## **7.7 Termination for Non-Appropriation of Funds**

The continuation of the contract shall be 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.



## **7.8 Assignment**

No Contractor shall assign any interest in the 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.

## **7.9 Right to Audit**

The State legislative auditor, federal auditors and internal auditors of the Department of Natural Resources, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

## **7.10 Civil Rights Compliance**

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, 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 the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

## **7.11 Record Ownership**

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

## **7.12 Entire Agreement/ Order of Precedence**

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically

incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

### **7.13 Contract Modifications**

No amendment or variation of the terms of the 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 shall be binding on any of the parties.

### **7.14 Substitution of Personnel**

The Contractor's personnel assigned to the Contract shall not be replaced without the prior 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 a project outside the 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.

### **7.15 Governing Law**

The 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 the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **7.16 Claims or Controversies**

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

### **7.18 Code of Ethics**

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana 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.

## **7.19 Prohibition of Discriminatory Boycotts of Israel**

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

## **7.20 Veteran and Hudson Initiative Programs Reporting Requirements**

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

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

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

The Office of Coastal Management (OCM) of the Louisiana Department of Natural Resources is charged with implementing the Louisiana Coastal Resources Program (LCRP) under authority of the State and Local Coastal Resources Management Act, as amended (Act 361, La. R. S. 49:214.21 et seq). This law seeks to protect, develop, and where feasible, restore or enhance the resources of the state's Coastal Zone. Its broad intent is to encourage multiple uses of resources and adequate economic growth while minimizing adverse effects of one resource use upon another without imposing undue restrictions on any user. Besides striving to balance conservation and resources, the guidelines and policies of the LCRP also help to resolve user conflicts, encourage coastal zone recreational values, and determine the future course of coastal development and conservation. The guidelines are designed so that development in the Coastal Zone can be accomplished with the greatest benefit and the least amount of damage. The LCRP is an effort among Louisiana citizens, as well as state, federal and local advisory and regulatory agencies.

The OCM regulates development activities and manages the resources of the Coastal Zone. A Coastal Use Permit (CUP) Program has been established by the Act as part of the LCRP to help ensure the management and reasonable use of the state's coastal resources. The CUP is the basic regulatory tool of OCM and is required for certain projects in the Coastal Zone, including but not limited to dredge and fill work, bulkhead construction, shoreline maintenance, and other development projects. The purpose of the CUP process is to make certain that any activity affecting the Coastal Zone is performed in accordance with guidelines established in the LCRP. A prime concern of the CUP Program is to regulate activities that may impact coastal waters, increase the loss of wetlands and aquatic resources, as well as to reduce conflicts between coastal resource users.

In accordance with R.S. 49:214.33, OCM developed and maintains a coordinated coastal permitting process. This process provides for a joint application process with the US Army Corps of Engineers – New Orleans District (COE-NOD), Department of Environmental Quality (DEQ) and other federal, state and local agencies. This contract provides personnel and expertise to accomplish this requirement.

### **General Requirements**

1. Contracting party will have a minimum of one (1) full time equivalent available to ensure that the JPN duties are sufficiently covered.
2. Contracting party will ensure personnel meets the minimum qualifications specified in "Minimum Personnel Qualifications" below.
3. Contracting party will ensure personnel are available in the JPN office from 8:00 AM – 4:30 PM every business day. Contracting party personnel shall not perform the duties of this contract or work on officially designated state holidays.

4. OCM typically receives between 1,500 and 2,000 permit applications per year, averaging approximately 1,600, and approximately 700 consistency applications per year. Subsequent proposed permit and consistency modifications are received for approximately half those numbers. Application numbers have ranged from a monthly low of 38 to a monthly high of 210. There is some seasonality to the receipt of applications, with lows typically in December and peaks typically in March.
5. Office space, office equipment and office supplies are provided by OCM.
6. JPN tasks are time-critical and must be completed within the timeframes directed by OCM.
7. Contract will not authorize, nor reimburse for, any travel expenses.
8. The contracting term will be for 36 months, based upon the availability of funding.
9. Contracting party must specify an hourly rate of the personnel that will accomplish the tasks.
10. OCM is continuing the development of its electronic application processing system (EAPS) and anticipates the inclusion of processes for the permit and enforcement sections of OCM. As the EAPS is implemented, the current Scope of Services will be expanded to include similar duties for the added processes.

### **Minimum Personnel Qualifications**

JPN Coordinator: A baccalaureate or associates degree; or a minimum of 5 years experience in which clerical and computer work were major duties.

(NOTE: College hours or degree must be from a school accredited by one of the following regional accrediting bodies: The Middle States Association of Colleges and Secondary Schools; the New England Association of Schools and Colleges, Inc.; the North Central Association of Colleges and Secondary Schools; the Northwest Association of Secondary and Higher Schools; the Southern Association of Colleges and Secondary Schools; or the Western Association of Schools and Colleges.)

### **Basic Daily Tasks**

1. Open, check-in and distribute all incoming U.S. Postal Service (USPS) mail, carrier service (FedEx, UPS, DHL, etc.), inter-agency and other correspondence, including faxes and emails.
2. Upload and/or scan into the electronic application system any internal and external documents/correspondence (applications, plats, fee payments, code sheets, Geologic Review Meeting documents, Emergency Use Authorization documents, etc.) that have

been submitted by means other than electronically (USPS, carrier service, email, fax, etc.)

3. Organize and store all scanned documents by date scanned. Provide copies of scanned documents to OCM personnel as necessary.
4. Enter and upload information received on or with paper application forms into the online application form and submit on behalf of the applicant. Information must be entered exactly as it appears on the paper form(s).
5. Enter basic information from the application into the JPN database.
6. Enter information into the JPN database regarding incoming requests for revisions, modifications, amendments, extensions, withdrawals, transfers, etc. of issued authorizations and pending applications.
7. Prepare and distribute daily reports of all application fee payments, all new permit applications, all revisions and all completed permit applications.
8. Maintain analyst rotation schedule for Pre-application meetings. Log in and assign numbers to Emergency Use Authorization Requests.
9. Provide basic assistance to applicants and/or agents regarding the permit application process and the process of completing applications.
10. Route questions regarding the online system from the public, OCM personnel and other entities to the DNR help desk.
11. Develop and maintain JPN standard operating procedures (SOP) and recommend updates to the procedures. A copy of this SOP must be located at the OCM office.
12. Cross reference and give to the appropriate personnel, or scan into the online system, any paperwork that comes in without proper identifying name or permit/consistency number.
13. Additional tasks may be assigned to the JPN personnel as deemed necessary.

**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 shall certify that the above information is true and shall grant 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 shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have **30** business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, 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 <https://www.sam.gov>.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential

subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE of Proposer's Authorized Representative

\_\_\_\_\_  
DATE



## **ATTACHMENT III: SAMPLE CONTRACT**

**LAGOV NO.** \_\_\_\_\_

### **STATE OF LOUISIANA CONTRACT FOR CONSULTING SERVICES**

ON THIS \_\_\_\_day of \_\_\_\_\_20\_\_, the Department of Natural Resources (DNR) of the State of Louisiana, hereinafter sometimes referred to as the "State", and <Contractor>, officially domiciled at <address>, <city>, <state> <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. GOAL**

Intent is to encourage multiple uses of resources and adequate economic growth while minimizing adverse effects of one resource use upon another without imposing undue restrictions on any user. Besides striving to balance conservation and resources, the guidelines and policies of the Louisiana Coastal Resources Program (LCRP) also help to resolve user conflicts, encourage coastal zone recreational values, and determine the future course of coastal development and conservation.

#### **3. OBJECTIVES**

To implement, coordinate and operate the Joint Public Notice system.

#### **4. 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.

The submission of satisfactory Monthly Progress Reports is required. Performance measures for this contract shall include Contractor's timely and successful completion, submission, and performance of any work product being sought and provided through this contract, consistent with the provisions, goals and objectives of this contract.

## **5. MONITORING PLAN**

The Project Manager, or his/her designee, will monitor the services provided by the contractor and the expenditure of funds under this contract. The Project Manager will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

Contractor will perform various duties which are specifically provided for in this Contract and Appendices A and B.

- (1) A progress report shall be submitted by the Contracting Party with each invoice for payment on Monitoring Report (Appendix C).
- (2) A final summary report shall be submitted by the Contracting Party on Monitoring Report (Appendix C) with the final invoice for payment.

## **6. 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 as products of the services rendered under this contract.

## **7. 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.

## **8. TERM OF CONTRACT**

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

## **9. STATE FURNISHED RESOURCES**

The Secretary of the State will designate one or more persons on his staff to act as project manager(s) and the State will provide the following to assist the Contractor in the performance of the Scope of Services:

- a. Appropriate personnel for consultation, as required; and
- b. Access to relevant material required in the performance of the work.

## **10. 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 \_\_\_\_\_. Contractor's ten-digit LDR account number is \_\_\_\_\_.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven digit LDR Account Number to the contracting agency so that the prospective Contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

## **11. PAYMENT TERMS**

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$\_\_\_\_\_. In addition, it is understood and agreed by the Contractor that funds from U.S. Army Corps of Engineers will be used by the Department to fund this contract. State can reduce the number of hours worked as needed if funds are not available.

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Appendices A and B. 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, or his/her designee.

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

JPN Coordinator - \$\_\_.00/hour

The final invoice 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.

## **12. 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.

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

## **14. 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.

## **15. 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.

## **16. CONTRACT CONTROVERSIES**

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

## **17. 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.

## **18. 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.

## **19. RIGHT TO AUDIT**

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

## **20. 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.

## **21. 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.

## **22. 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.

## **23. CIVIL RIGHTS COMPLIANCE**

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, the Davis-Bacon Act (40 USC 276a et seq), and the Federal Funding Accountability and Transparency (FFATA) (<https://www.fsrc.gov>).

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **24. INSURANCE**

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

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

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said

policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

**Compensation Insurance:** Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

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

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

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

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



## **25. 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.

## **26. 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.

## **27. 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.

## **28. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

## **29. 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.

## **30. CERTIFICATE OF DEBARMENT/SUSPENSION STATUS**

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

The Contracting Party shall provide immediate notice to the Department in the event of being

suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this agreement.

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

Upon receipt of notice of suspension, debarment, or declaration that the Contracting Party is ineligible to enter into contracts with and Department or Agency of the Federal Government, either prior to or after execution of this agreement, the Department reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this contract pursuant to the terms of the article in this agreement entitled TERMINATION OF CONTRACT FOR CAUSE, or take such other action it deems appropriate under this contract.

### **31. DISADVANTAGED/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:**

The Contracting Party agrees to ensure that disadvantaged/women business enterprises have the maximum opportunity to participate in the performance of this agreement and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contracting Party shall take all necessary and reasonable steps to ensure that disadvantaged/women business enterprises have the maximum opportunity to compete for and perform services relating to this agreement. (See Appendix D)

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

1. Solicitations for products or services shall be sent to firms/individuals listed as MBE's and WBE's.
2. Where feasible, divide total requirements into smaller tasks to permit maximum MBE/WBE participation.
3. Where feasible, establish delivery schedules which will encourage MBE/WBE participation.
4. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBD) and the U. S. Small Business Administration to identify MBE/WBEs.
5. Require that each party to a subcontract takes the affirmative steps outlined here.

The Contracting Party shall submit to the Department Project Manager a quarterly procurement summary detailing purchases from MBE/WBE vendors. This report shall be made using the Procurement Summary form attached hereto as Appendix E, and submitted within fifteen (15) days following the end of each calendar quarter for the duration of the agreement.

**32. 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.

**33. VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION**

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

THE STATE AND THE CONTRACTOR REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

BEVERLY HODGES, UNDERSECRETARY  
DEPARTMENT OF NATURAL RESOURCES

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<Contractor>

**ATTACHMENT IV**  
**Cost Template**

The hourly rates shall be all inclusive and shall be firm for the duration of the contract. Travel expenses shall not be reimbursed.

**RATE SCHEDULE**

Staff	<u>Hourly Rate</u>	<u>Approximate Hours per Year</u>	<u>Approximate Total (3 Years)</u>
JPN Coordinator	\$	2080	\$

**ATTACHMENT V**  
**ELECTRONIC VENDOR PAYMENT SOLUTION**

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

**EFT** payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at:

<http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

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Printed Name of Individual Authorized

---

Authorized Signature for payment type chosen

---

Date

---

Email address and phone number of authorized individual