

**EMERGENCY
SOLICITATION FOR OFFERS**
for

**Hurricane Laura - Program Management Assistance for Stafford
Act – Public Assistance Programs for Subrecipients**



SFO #:111PUR-3000015775

Offer Due Date/Time: Thursday, September 17, 2020 at 2:00 p.m.

**State of Louisiana
Governor's Office of Homeland Security and Emergency
Preparedness (GOHSEP)**

Release Date: Monday, September 14, 2020

Release Time: 2:00 PM CDT

IMPORTANT DISCLAIMERS

This Solicitation for Offers (“SFO”) is issued under authority of Governor John Bel Edwards Proclamation of Emergency 118 JBE-2020 Hurricane Laura. Time is of the essence in identifying and contracting with qualified entities to assist with the State of Louisiana’s recovery efforts by providing program management assistance by Contractor personnel that will assist eligible Public Assistance (PA) subrecipients with all administrative, oversight, project development, reimbursement and closeout activities necessary from Hurricane Laura and future grant programs. They will assist subrecipients to ensure through proper program management that they are administering the grant in accordance with all laws, regulations and policies in order to maximize funding opportunities. Due to the state of emergency, this SFO is being issued as an emergency solicitation under authority of La. R.S. 39:1598 and ordinary procurement laws are suspended.

This Solicitation for Offers (“SFO”) is to obtain information and costs for planning purposes and does not guarantee an award. This information will be reviewed and discussed by the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP), and may or may not result in an award of a contract/purchase order. GOHSEP reserves the right to make multiple awards, as deemed in the best interest of the State.

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a response to this SFO identified as such must be clearly marked and will be handled in accordance with the Louisiana Public Records Act, La. R.S. 44:1-44, and applicable rules and regulations. Any response marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

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PART 1: GENERAL INFORMATION

1.1 Background

This Solicitation for Offers (SFO) is issued by the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) (hereinafter referred to as the "State" or "GOHSEP") for the purpose of entering into a contract with a program management assistance contractor who will provide qualified personnel familiar with the Public Assistance (PA) programs administered under the Stafford Act, and as described in this SFO. The program management assistance provided by Contractor personnel will assist eligible PA subrecipients with all administrative, oversight, project development, reimbursement and closeout activities necessary from Hurricane Laura and future grant programs. They will assist subrecipients to ensure through proper program management that they are administering the grant in accordance with all laws, regulations and policies in order to maximize funding opportunities. .

1.2 Purpose

The purpose of this Solicitation for Offers (SFO) is to obtain competitive offers from qualified Offerers who are interested in providing the State the following:

Assistance in program management on behalf of the subrecipients as assigned by GOHSEP in current and future grant programs in the area of technical, grant management and closeout expertise in The Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288, as amended (Stafford Act), specifically in Public Assistance (PA) grant programs.

Assistance and expertise to eligible entities in project identification, sub application development, programmatic/policy guidance, training, planning, grants management, monitoring and close-out of activities.

As needed assist eligible entities with review and development of policies and procedures to ensure compliance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

GOHSEP reserves the right to make multiple awards, as deemed in the best interest of the State.

1.3 Project Information

1.3.1 Term of Contract

Any contract resulting from this SFO will have a duration of twelve (12) months, which may be extended for up to two additional twelve (12) month extensions at the sole option of the State. No contract or amendment shall be valid, nor shall the State be bound by the contract or an amendment, until it has first been executed by the head of the using agency, or his designee, the contractor and has been approved by the Office of State Procurement. Total contract term shall not exceed three (3) years.

1.3.2 Scope of Work/Services

Scope of Work/Services details the overview of the project requirements inclusive of deliverables and desired results that the State is considering.

1.3.3 **Subcontractors:**

Any subcontractor agreements shall be provided to GOHSEP for prior approval in advance of said subcontractors commencing any work. Upon prior approval of GOHSEP, additional subcontractors may be added to the contract after execution thereof by formal amendment to the contract, signed by both Parties and approved by the Office of State Procurement.

1.4 **Requirements for Offerors**

1.4.1 **Mandatory Requirements:**

The Offerors shall meet the following requirements prior to the deadline for receipt of offers:

- a) Offeror shall demonstrate prior experience working on similar projects with recipients or subrecipients in the administration, technical assistance, grants management and closeout of Stafford Act, Public Assistance Programs
- b) Offeror shall exhibit that proposed staff has the requisite knowledge of Public Assistance programs as required in the Position Descriptions, Part 3, Section 3.5.1.
- c) Offerors must complete Attachment IV, Cost Worksheet and Attachment V, Staffing Chart and Attachment .

1.4.2 **Mandatory Disclosure:**

In accordance with La. R.S. 42:1111(C), offerors must submit a list of all past or current contracts with any State agency, local government or private non-profit agency that are administered under the Stafford Act, Public Assistance Programs and as described in this SFO.

GOHSEP has asked for a list of contracts that potentially may be a conflict to this SFO in order to prevent any violations of the Louisiana Code of Governmental Ethics at the time of the awarding of this contract. Since this SFO's Scope of Work/Services, Part 2 may cover contracts that offerors may already have with subrecipients (State agencies, local agencies, or private non-profits), it is a potential ethics issue to have simultaneous contracts.

More specifically, anyone who is compensated (or not) to perform work for GOHSEP, is considered a public employee as defined by La. R.S. 42:1102(19). Thus, all of a Contractor's employees or sub-contractors to this contract are subject to the Louisiana Code of Governmental Ethics. As a public employee, there are restrictions in Title 42, Chapter 15 of the Louisiana Revised Statutes that prohibit an employee from working for certain persons. Specifically, La. R.S. 42:111C(2)(d) prohibits employees from receiving compensation from certain persons (or entities) that have a relationship with GOHSEP, which is defined in the Scope of Work/Services, Part 2 of this contract. This contract will require employees to conduct oversight of subrecipients and/or of subrecipient projects. Subrecipients that compensate our contracted employees causes a prohibited source of income as set forth in Section 1111C(2)(d) of the Ethics Code. Further, subrecipients that contract with and compensate our contracted employees have a substantial economic interest that our contract employees that are tasked to oversee can be affected by the performance or nonperformance of their contractually obligated duties of GOHSEP.

That is not to say that all contracts with potential subrecipients are per se a conflict. Only subrecipients that have contracted with Contractors for the same scope of work and/or services are a conflict. Offerors should refer to Scope of Work/Services, Part 2 of this SFO.

If offerers are aware of contracts that can be considered a conflict in accordance with the Louisiana Code of Governmental Ethics, this does not mean they should not submit a offer for this SFO. Potential conflicts will not be considered by GOHSEP in the awarding of this SFO. Offerers should be on notice, however, in order to accept this contract with GOHSEP, they may be required to cancel prior conflicting contracts.

Further, GOHSEP is not requiring the disclosure of the entire substance of those contracts, but rather a list of contracts which the offerer has determined may pose a conflict under the Louisiana Code of Governmental Ethics.

If a offerer is selected for this SFO, a negotiation process will take place to discuss conflicting contracts before the contract is signed.

The contract will include language that states that the contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 *et. Seq.*, Code of Governmental Ethics) applies to the Contracting Party in the performance of services call 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 the contract. The Contractor agrees that he presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further agree that in the performance of this contract, no person having any such interest shall be employed.

1.4.3 Desirable Qualifications:

It is desirable that Offerers should meet the following qualifications prior to the deadline for receipt of offers.

- a) Previous experience working with recipients or subrecipients in the administration, technical assistance, grants management and closeout of Stafford Act, Public Assistance Programs
- b) Demonstrate successful history of project management for similar work and of the same magnitude of this SFO.
 - o Offerers should demonstrate the companies' overall effectiveness based on scope of work on previous projects, what was completed, and the resulting success for the entity that was serviced.

1.4.4 Desired Requirements

- a) Offeror should have an office location within a seventy-five (75)-mile radius of each affected area such as Lake Charles, Alexandria, etc. or be able to establish a field office within a seventy-five (75) mile radius of the affected areas within ten (10) days of contract award.

1.5 Definitions

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	Any person having a contract with a governmental body; the selected Offerer.
Closeout Package	For the purposes of this SFO, a Closeout Package contains necessary documentation to receive FEMA approval for closing a project i.e. Final Inspection Report (FIR), Closeout Workbook, Large Project Certification, Version Documentation (if applicable), Duplication of Benefits Documentation (if applicable).

Cost Analysis	For the purposes of this RFP, a Cost Analysis package will consist of a completed narrative document that describes the Project Worksheet (PW) and vendor information, the project history, the issues requiring the cost analysis, the methodology used in cost comparison, and a conclusion on the reasonability of the costs analyzed. GOHSEP has a template that will be used.
Discussions	For the purposes of this SFO, a formal, structured means of conducting written or oral communications/presentations with responsible Offerers who submit offers in response to this SFO.
DOA	Division of Administration
FEMA	Federal Emergency Management Agency
GOHSEP	Governor's Office of Homeland Security and Emergency Preparedness
GSA	General Services Administration
May and Can	The terms "may" and "can" denote an advisory or permissible action.
Must	The term "must" denotes mandatory requirements.
OSP	Office of State Procurement
PA	Public Assistance Program (PA) Grant Program provides assistance to our local government, and certain types of Private Nonprofit organizations so that our community can respond to and recover from major disasters or emergencies declared by the President. Through the PA Program, FEMA provides supplemental Federal disaster grant assistance for debris removal, emergency protective measures, and the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of certain Private Non-Profit (PNP) organizations.
Offerer	A firm or individual who responds to this SFO.
SFO	Solicitation for Offers
RRF	For purposes of this SFO, the Request for Reimbursement Form package contains necessary documentation to successfully support approval and payment of expenses on a project, i.e. Request for Reimbursement Form (RRF), Work Summary Sheets for Force Account Labor, Force Account Equipment, Rented Equipment, Materials, Contract Work, as applicable, Supporting documentation: Bids, contracts, invoices, pre-Disaster overtime policy, benefits calculation, and/or other relevant documentation, and GOHSEP Internal review documentation: Expense Review Checklist, Reimbursement Details, Cost Estimate Tracking, Working Copies showing adjustments.
RSMeans	RSMeans data from Gordian is North America's leading construction cost database. A dynamic collection of data points actively monitored by experienced Cost Engineers, RSMeans data is used by construction professionals to create budgets, estimate projects, validate their own cost data and plan for ongoing facilities maintenance. Localized, accurate and complete, RSMeans data is the construction industry standard.
Section 406 – PA Program	The 406 Public Assistance program grant is managed by the State under funding provided for in the Stafford Act. The 406 funding provides discretionary authority to fund mitigation measures in conjunction with the repair of the disaster-damaged facilities, so is limited to declared counties and eligible damaged facilities. Section 406 is applied on the parts of the facility that were damaged by the disaster and the mitigation measure directly reduce the potential of future, similar disaster damages to the eligible facility.
Shall and Will	The terms "shall" and "will" denote mandatory requirements.
Should	The term "should" denotes a desirable action.
Stafford Act	The Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288, as amended. This Act describes the programs and processes by which the Federal Government provides disaster and emergency assistance to State and local governments, tribal nations, eligible private nonprofit organizations, and individuals affected by a declared major disaster or emergency. The Stafford Act covers all hazards, including natural disasters and terrorist events.
State	The State of Louisiana.
Subrecipient	Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity, such as GOHSEP, to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

PART 2: ADMINISTRATIVE INFORMATION

2.1 SFO Coordinator

The SFO coordinator listed below shall be GOHSEP’s point of contact for this SFO:

Christina Dayries, SFO Coordinator/Blackout Period Contact
Governor’s Office of Homeland Security and Emergency Preparedness
7667 Independence Blvd.
Baton Rouge, LA 70806
225.925.7500
Christina.Dayries@la.gov

2.2 Schedule of Events

Activity/Event	Date
Public notice of SFO	Monday 9/14/2020, 2:00 PM
Deadline for receipt of written inquiries	Tuesday 9/15/2020, 2:00 PM
Deadline to answer written inquiries	Wednesday 9/16/2020, 10:00 AM
Deadline for receipt of electronic SFO responses	Thursday 9/17/2020, 2:00 PM
Presentations & Discussions (if applicable)	N/A

NOTE: GOHSEP reserves the right to deviate from this schedule of events as it deems appropriate.

2.3 Response Content

2.3.1 Executive Summary

This section should serve to introduce the scope of the response. It should include administrative information including, at a minimum, Offeror’s contact name and phone number, email address and any other pertinent contact information. This section should also include a summary of the Offeror’s qualifications and ability and willingness to comply with the State’s requirements.

2.3.2 Company Background and Experience

The Offerers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Offerer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Offerers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Offerers should clearly describe their ability to exceed the qualifications described in the Mandatory Requirements for Offerer Section 1.4.1.

Offerers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Offerer Section 1.4.3.

2.3.3 Approach and Methodology

The Offeror should provide their approach and methodology to accomplish the objectives above and services included described in Part 3: Scope of Work/Services.

The Offerer should:

- Provide Offerer's understanding of the nature of the project and how its offer will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts for consideration.
- Describe best practices garnered from previous experience with this Scope of Work/Services should be described.

2.3.4 Staff Qualifications

The Offerer should provide detailed information about the experience and qualifications of the Offerer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability.

Offerers should clearly describe their ability to exceed the qualifications described in the Mandatory Requirements for Offerer Section 1.4.1.

Offerers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Offerer Section 1.4.3.

Offerers must complete Attachment V, Staffing Chart.

2.3.5 Veteran and Hudson Initiative Programs Participation

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

<https://smallbiz.louisianaeconomicdevelopment.com>.

If a Offerer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Offerer shall include in their offer 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 SFO's requiring the compliance of a good faith subcontracting plan, the State may require Offerers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of offer review. Agreements between a Offerer 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 Offerers shall be prohibited.

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

If a contract is awarded to a Offerer 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/irj/portal/anonymous?quest_user=self_reg.

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.

2.3.6 Cost Offer

2.3.6.1 The Cost Offer shall include:

2.3.6.2 An hourly rate (inclusive of travel and all project expenses) for each position description listed in **Attachment IV: Cost Worksheet**. The hourly rates shall be inclusive of labor, overhead, travel and all other expenses. Failure to provide an hourly rate for each position shall cause offer to be disqualified.

2.3.6.3 Offeror must provide all-inclusive rates that include overtime costs, mobilization and demobilization, and any other travel expenses such as lodging and meals.

2.3.7 Certification Statement

The Offerer must sign electronically or submit a scanned signature on Attachment II, the Certification Statement.

2.3.8 Outsourcing of Key Internal Controls:

Not applicable to this SFO.

2.4 Response Submittal

Offerors interested in providing information requested by this SFO must submit responses containing the information specified no later than the Deadline for receipt of electronic SFO response as stated in the Schedule of Events.

The responses must be received by electronic copy only to Christina.Dayries@la.gov on or before the date and time specified in the Schedule of Events. E-mail submissions are the only acceptable method of delivery. Fax, mail, and courier delivery shall not be acceptable. Offerors should allow sufficient time to ensure receipt of their e-mailed offer by the date and time specified in the Schedule of Events. State servers limit email sizes to 30MB uncompressed and 10MB encrypted. If your email exceeds these sizes, you must send multiple emails to avoid rejection and non-delivery.

Responses received after the deadline, corrupted files, and incomplete submissions (e.g. Part 1 and Part 2 of 3 are received, but Part 3 is not) will not be considered and will not be evaluated.

2.5 Legibility/Clarity

Responses to the requirements of this SFO in the formats requested are desirable with all questions answered in as much detail as practicable. The Offerer's response should demonstrate an understanding of the requirements. Offers prepared simply and economically, providing a straightforward, concise description of the Offerer's ability to meet the requirements of the SFO are also desired. Each Offerer shall be solely responsible for the accuracy and completeness of its offer.

2.6 Confidential 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 GOHSEP.

2.7 Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information or non-published financial data shall only apply to the technical portion of the offer. The cost offer will not be considered confidential under any circumstance. Any offer copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Offerers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections shall be claimed by the offerer at the time of submission of their technical offer. Offerers should refer to the Louisiana Public Records Act for further clarification.

The Offerer shall clearly designate the part of the offer that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Offerer shall mark the cover sheet of the offer with the following legend, specifying the specific section(s) of the offer sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of the offer have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this offerer as a result of or in connection with the submission of this offer, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the offerer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

If the Offerer's response contains confidential information, the Offerer should also submit a redacted copy of their offer along with their original offer. When submitting the redacted copy, the Offerer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The redacted copy of the offer will be the copy produced by the State if a competing offerer or other person seeks review or copies of the Offerer's confidential data.

If the Offerer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Offerers shall be prepared to defend the reasons why the material should be held confidential. By submitting a offer with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential," the Offerer agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue, which seek to order the State to disclose the information.

The State reserves the right to make any offer, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State agencies or organizations for the sole purpose of assisting the State in its evaluation of the offer. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any offer that fails to follow this section and/or La. R.S. 44:3.2(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public record.

2.8 Additional Instructions and Notifications to Offerors

2.8.1 SFO Addenda/Cancellation

The State reserves the right to revise any part of the SFO by issuing an addendum to the SFO at any time. Addenda, if any, will be posted at: <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is the responsibility of offerors to monitor postings. Issuance of this SFO, or subsequent addendum, (if any) does not constitute a commitment by the State to enter into a contract/purchase order. GOHSEP reserves the right to enter into multiple contracts, as deemed in the best interest of the State. In addition, the State may cancel this informal process at any time, without penalty.

2.8.2 Vendor Enrollment

In order to receive a purchase order, your company must be registered as a vendor with the State of Louisiana. Registration is intuitive at:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg

In order to receive payment, a W-9 must be submitted to:

DOA-OSRAP-LAGOV@la.gov.

2.8.3 Electronic Funds Transfer (EFT) Payment

Contractor may be required to receive electronic payment of invoices through Electronic Funds Transfer (EFT). 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. To facilitate this payment process, the Contractor will need to complete and return the EFT enrollment form.

2.8.4 Ownership of Response

The materials submitted in response to this request shall become the property of the State.

2.8.5 Cost of Preparation

The State shall not be liable for any costs incurred by offerors associated with developing the response, preparing for discussions (if any) or any other costs, incurred by the offeror associated with this SFO.

2.8.6 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any offeror, 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 program management, design, development, implementation, procurement management, development of specifications, and evaluation of offers for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this SFO. 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 offeror 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 offeror, 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:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- 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 offers 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 SFO.

2.8.7 Offerer Inquiries

Written questions regarding SFO requirements or Scope of Work/Services must be submitted to the SFO Coordinator listed below.

Christina Dayries
SFO Coordinator/Blackout Period Contact
Governor's Office of Homeland Security and Emergency Preparedness
7667 Independence Blvd.
Baton Rouge, LA 70806
225.925.7500
Christina.Dayries@la.gov

The State will consider written inquiries and requests for clarification of the content of this SFO received from potential Offerers. Written inquiries must be received by the date and time specified in the Schedule of Events in Section 1.6. The State shall reserve the right to modify the SFO should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Offerers will be posted by the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only the SFO Coordinator, Christina Dayries or her designee has the authority to officially respond to a Offerer's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Offerers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Offerers must register in the LaGov portal. Registration is intuitive at the following link:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

Help scripts are available on OSP website under vendor center at:
<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

2.9 Error and Omissions in Offer

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

2.10 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the SFO by issuing an addendum to the SFO at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It shall be the responsibility of the Offerer to check the website for addenda to the SFO.

2.11 Withdrawal of Offer

A Offerer may withdraw a offer that has been submitted at any time up to the date and time the offer is due. To withdraw a offer, a written request signed by the authorized representative of the Offerer must be submitted to the SFO coordinator identified in the SFO.

2.12 Waiver of Administrative Informalities

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

2.13 Offer Rejection/SFO Cancellation

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

2.14 Ownership of Offer

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

2.15 Cost of Offer Preparation

The State shall not be liable for any costs incurred by Offerers prior to issuance of or entering into a contract. Costs associated with developing the offer, preparing for oral presentations, and any other expenses incurred by the Offerer in responding to this SFO shall be entirely the responsibility of the Offerer and shall not be reimbursed in any manner by the State.

2.16 Taxes

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

In accordance with La. 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 II**, submitted with its offer, 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.

2.17 Determination of Responsibility

Determination of the Offerer's responsibility relating to this SFO shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Offerer:

- 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;
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations;
- and
- Ensures that their offers contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

2.18 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 SFO and offer. This general requirement notwithstanding, Offerers may enter into subcontractor arrangements, however, shall acknowledge in their offers total responsibility for the entire contract.

If the Offerer intends to subcontract for portions of the work, the Offerer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Offerer under the terms of this SFO shall also be required for each subcontractor, if requested by the State. 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.

2.19 Written or Oral Discussions/Presentations

Not required for this SFO.

2.20 Acceptance of Offer Content

All offers will be reviewed to determine compliance with administrative and mandatory requirements as specified in the SFO. Offers that are not in compliance will be rejected from further consideration.

2.21 Evaluation and Selection

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

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

2.22 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Offerers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Offerers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work/services or to obtain the most cost effective pricing available.

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

2.23 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 offers submitted. The State reserves the right to contract for all or a partial list of services offered in the offers.

The SFO, including any addenda added, and the selected offer shall become part of the contract initiated by the State.

The selected Offerer shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment I. A Offerer shall not submit its own standard contract terms and conditions as a response to this SFO. The Offerer should submit in its offer any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Offerer.

If the contract negotiation period exceeds ten (10) business days, or if the selected Offerer fails to sign the final contract within ten (10) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Offerer.

2.24 Right to Prohibit Award

In accordance with the provisions of La. R.S. 39:2192, any public entity shall be authorized to reject a offer from, or not award a contract to, a business in which any individual with an ownership interest of five (5) 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 SFO 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.

2.25 SCHEDULE OF REQUIRED INSURANCE

Contractor shall purchase and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers' Compensation

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

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

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

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

C. OTHER INSURANCE PROVISIONS

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

1. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

a. GOHSEP, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by Contractor. ISO Forms CG 20 10 (for ongoing work) and CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to GOHSEP.

b. Contractor's insurance shall be primary as respects GOHSEP, its officers, agents, employees, and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by GOHSEP shall be excess and non-contributory of Contractor's insurance.

2. Workers' Compensation and Employer's Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against GOHSEP, its officers, agents, employees and volunteers for losses arising from work performed by Contractor for GOHSEP.

3. All Coverages

a. All policies must be endorsed to require thirty (30) days written notice of cancellation to

GOHSEP. Ten (10) days written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Contractor's policy. In addition, Contractor is required to notify GOHSEP of policy cancellations or reductions in limits.

- b. The acceptance of the completed work, payment, failure of GOHSEP to require proof of compliance, or GOHSEP's acceptance of a non-compliant certificate of insurance shall not release Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against GOHSEP for payment of premiums or for assessments under any form of the policies.
- d. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to GOHSEP, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

- 1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the work is performed. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.
- 2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within thirty (30) days.

E. VERIFICATION OF COVERAGE

- 1. Contractor shall furnish GOHSEP with Certificates of Insurance reflecting proof of required coverage. The Certificate of Insurance for each policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates of Insurance are to be received and approved by GOHSEP before work commences and upon any Contract renewal or insurance policy renewal thereafter.
- 2. The Certificate Holder Shall be listed as follows:

State of Louisiana
Governor's Office of Homeland Security and Emergency Preparedness
Address, City, State, Zip
Project or Contract #:
- 3. In addition to the Certificates of Insurance, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. GOHSEP reserves the right to request complete certified copies of all required insurance policies at any time.
- 4. Upon failure of Contractor to furnish, deliver, and maintain required insurance, this Contract, at the election of GOHSEP, may be suspended, discontinued, or terminated. Failure of Contractor to purchase and/or maintain any required insurance shall not relieve Contractor from any liability or indemnification under the Contract.

F. SUBCONTRACTORS

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

G. WORKERS COMPENSATION INDEMNITY

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

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, its departments, agencies, boards and commissions, officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits, or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, its departments, agencies, boards and commissions, officers, agents, servants, employees, and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with Contractor in the defense of claims, but this shall not affect Contractor's responsibility for the handling of and expenses for all claims.

2.26 Payment

The maximum amount of the contract is to be determined. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Part 3: Scope of Work/Services, Section 3.3 Deliverables and Technical requirements (as applicable). Payments will be made to the Contractor after the State approves in writing the work performed and the submitted invoice. Payment will be made only after the Contract Monitor approves the invoice for payment. The State will make every reasonable effort to make payments within thirty (30) calendar days of an approved invoice that falls under a valid contract.

2.26.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Offerer(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 III for additional information regarding electronic payment methods and registration.

2.27 Termination

2.27.1 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.

2.27.2 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.

2.27.3 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.

2.28 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.

2.29 Right to Audit / Records Retention

The State legislative auditor, federal auditors and internal auditors of the GOHSEP, 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.

Access to Records- The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide GOHSEP, the FEMA Administrator or his authorized representatives, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

2.30 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, the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended by 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.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and subrecipients for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified subrecipients will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and subrecipients for employment.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The contractor will include this discrimination clause section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that it will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.31 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this SFO 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.

2.32 Entire Agreement/ Order of Precedence

The contract, together with the SFO and addenda issued thereto by the State, the offer submitted by the Contractor in response to the State's SFO, 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 SFO and the Contractor's offer) shall take precedence, followed by the provisions of the SFO, and then by the terms of the Contractor's offer.

2.33 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.

2.34 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 offer.

2.35 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.

2.36 Claims or Controversies

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

2.37 Code of Ethics

Offerers 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.

2.38 Corporate 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 La. R. S. 12:301-302 from the Louisiana's Secretary of State. 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 Louisiana's Secretary of State.

2.39 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Offerer shall confirm that it has considered all offers 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. Offerer shall also confirm that it 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 Offerer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

2.40 Federal Funds

FEMA is providing funding for this contract. As such, the State and Contractor shall be required to comply with those requirements stated in 44 CFR Part 13 and 2 CFR Part 200, where applicable.

2.41 Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.42 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

2.43 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

2.44 Federal Water Pollution Control Act

2.44.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2.44.2 The contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

2.44.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.45 Byrd Anti-Lobbying Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

2.46 Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- 2.46.1 Competitively within a timeframe providing for compliance with the contract performance schedule;
- 2.46.2 Meeting contract performance requirements; or
- 2.46.3 At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

2.47 Compliance with Federal Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2.48 No Obligation by the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PART 3: SCOPE OF WORK/SERVICES

3.1 Scope of Work

FEMA provides contributions for management costs that a recipient or subrecipient incurs in administering and managing PA awards. The contractor shall provide this assistance at the subrecipient level by understanding the recovery capabilities and priorities of the subrecipient and assisting them to with all administrative tasks both direct and indirect associated with executing all phases of the Public Assistance grant program. This includes ensuring through successful implementation of the subrecipient's recovery initiatives that they facilitate obligation of FEMA Public Assistance grant funding, reimbursement and timely grant closeout.

Work location will be determined by the subrecipient needs, but contractor may be required to attend meetings and travel within the State of Louisiana as needed to execute the scope of work.

3.2 Task and Services

Provide direction and oversight of all staff and subcontractors to assure a high degree of individual performance and compliance with all applicable state and federal laws and regulations and provide daily coordination with the State Contract Monitor and Project Manager on issues of contract personnel assignments and performance. Perform all tasks and services on behalf of the subrecipient.

- 3.2.1 Identify damages, develop preliminary estimates and provide support documentation for subrecipient's PA claim
- 3.2.2 Conduct site inspections as needed to develop damage assessments or at the request of State or Federal partners
- 3.2.3 Determine logical grouping of damage sites
- 3.2.4 Develop detailed site-specific damage description
- 3.2.5 Identify and develop proposals for funding options that are feasible and economically viable (406, 428, alternate or improved projects)
- 3.2.6 Develop, compile review and provide support documentation for subrecipient claim in accordance with FEMA law, regulation and policy
- 3.2.7 Review project worksheets to determine changes, disallowances from original claim not previously addressed or agreed to prior to obligation
- 3.2.8 Review scope to submit reimbursement claims and need for additional amendments to the claim
- 3.2.9 Monitor project completion status and submit accurate quarterly reports and time extension requests as needed
- 3.2.10 Prepare, on behalf of the subrecipient, complete packages to request reimbursement for FEMA eligible costs in accordance with GOHSEP reimbursement policies
- 3.2.11 Reconcile all project costs and prepare final closeout documentation for grant closeout within 180 days of project period of performance
- 3.2.12 Make programmatic requests on behalf of the subrecipient to ensure proper approvals and compliance with all PA requirements
- 3.2.13 Provide administrative support to subrecipient as needed for tracking, copying and filing/making electronic files for projects

- 3.2.14 Attend meetings at the direction of the subrecipient to represent subrecipient interests/claims
- 3.2.15 Document procurement process and assist with supporting cost reasonableness as needed

3.3 Deliverables

The Contractor shall provide the following deliverables to GOHSEP:

3.3.1 Monthly Reports

The Contractor shall submit to GOHSEP monthly reports demonstrating task order accomplishments for the prior month to include production, quality, staffing and any other criteria deemed necessary by GOHSEP management to monitor and measure performance under this contract. Monthly reports are due by the 15th of the following month.

3.3.2 Task Order Deliverables

The Contractor shall submit to GOHSEP other deliverables as identified in each Task Order issued.

3.4 Technical Requirements

Not applicable to this SFO.

3.5 Project Requirements

State shall appoint a Contract Monitor for this Contract and the subrecipient shall appoint a Project Manager for each issued task order. The Project Manager will provide oversight of the task order activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Contract Monitor shall be the principal point of contact on behalf of the State, the only person authorized to issue a Task Order, and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

The Contractor will provide personnel and services that are outlined within the Scope of Services to meet the needs of the State of Louisiana to include closeout and grant management assistance to manage its Stafford Act Public Assistance programs.

The Contractor will take direction from Contract Monitor or designee regarding organizational structure, problem resolution escalation, strategic initiatives, procedures and staffing / resource needs. Any recurring deficiencies in work product identified will result in the contractor providing an action plan to address how those deficiencies will be addressed and corrected.

3.5.1 Position Descriptions

The Contractor shall provide qualified personnel as listed below to the State. No changes shall be made to the position titles. These are the minimum requirements for personnel assigned and paid under any contract resulting from this SFO.

Project Manager

- a) Individual shall possess 10 years' experience as a project manager.
- b) Individual shall have knowledge of the Stafford Act, Public Assistance programs and experience commensurate with the position.

- c) Serves as the day-to-day principal point of contact for the Contractor and to assure that Contractor's personnel are performing within the contract's scope of services.
- d) Executes all task orders signed by the subrecipient Project Manager and Contract Monitor.
- e) Oversees staff to ensure the overall mission and goals of subrecipient are accomplished.
- f) Ensures that the following deliverables are produced as outlined in Section 3.3 Deliverables.

Senior Advisor for Public Assistance:

- a) Individual shall possess 10 years' experience as a senior member of a state or federal recovery operation, or equivalent experience commensurate with the ability to perform the necessary duties. Provides technical assistance to the subrecipient.
- b) This individual shall demonstrate an extensive knowledge of the operational and regulatory aspects of the FEMA Public Assistance Program.

Public Assistance Technical Assistance Liaison:

- a) Individual shall possess 5 years' experience as a technical assistance liaison in the area of public assistance.
- b) Reviews and determines the technical requirements and cost analysis of projects.
- c) Reviews and approves project worksheets, gathers and evaluates technical data, reviews construction contracts for compliance with state, federal and local laws, regulations and policies, provides expert assistance on payment issues regarding permanent work and alternate/improved projects.
- d) Individual shall have training and education in one or more of the technical fields of construction and engineering, architecture, environmental assessments, historic preservation, insurance and knowledge of federal regulations pertaining to the FEMA Public Assistance Program.
- e) Provide assistance to the subrecipient throughout the application process
- f) The individual will possess the appropriate professional license.

Grants management specialist:

- a) Individual shall possess 2 year experience as a grant manager in the area of public assistance.
- b) Individuals will provide subject-matter expertise in a wide range of duties directly related to grant management and closeout activities of the Stafford Act programs.
- c) Provides reconciliation, accounting and supporting documentation for the assigned grants to ensure that each subrecipient will have an audit quality closeout file.
- d) Conducts reviews to improve practices, promote effectiveness and efficiency, and ensure compliance with laws, rules and regulations.
- e) Provides guidance, oversight, and general assistance to subrecipients in preparing documentation, invoices, and information to request reimbursement for approved, federally funded programs.
- f) Conducts reviews of supporting documentation for the assigned grants to ensure that each subrecipient receives appropriate reimbursement for approved, federally funded program
- g) Monitors the progress of each assigned subrecipient or project to ensure that all federal and state grant requirements are met and that files are closed in a timely manner.
- h) Possess knowledge on the technical aspects of the program and will be expected to exercise independent judgement in coordination and advice to subrecipients, within the limits of applicable Federal and State statutes, regulations, policies and procedures.
- i) Individuals shall possess experience working on a state and/or federal grant program; a baccalaureate degree in accounting, business, finance, engineering, architecture,

construction management, or similar fields; or experience commensurate with the proven ability to perform the above stated duties.

Accounting Analyst

- a) Individual shall possess 2 year experience as an accounting analyst.
- b) Performs general accounting functions using established systems and procedures.
- c) Works with a grant team to conduct day to day activities for Public Assistance programs.
- d) Responsibilities include coding and data entry.

Administrative Assistant

- a) Individual shall possess 1 year experience as an administrative assistant.
- b) Performs day to day support functions for a project using established systems and procedures.
- c) Detail-oriented with excellent organizational and communication skills.

3.6 Administrative Actions and Liquidated Damages

3.6.1 GOHSEP Administrative Actions:

3.6.1.1 GOHSEP shall notify the Contractor through a written Notice of Action when it is determined the Contractor is deficient or non-compliant with requirements of the contract. Administrative actions exclude liquidated damages and termination and include, but are not limited to:

- 3.6.1.1.1 A warning through written notice or consultation;
- 3.6.1.1.2 Education requirement regarding program policies and procedures;
- 3.6.1.1.3 Referral to the appropriate authority for fraud investigation; and/or
- 3.6.1.1.4 Submission of a corrective action plan.

3.6.2 Liquidated Damages:

3.6.2.1 In the event the Contractor fails to achieve the performance requirement and/or other deliverables specified in the terms and conditions of the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce GOHSEP's payments to the Contractor. If the liquidated damages exceed amounts due from GOHSEP, the Contractor will be required to make cash payments for the amount in excess. GOHSEP may also delay the assessment of liquidated damages if it is in the best interest of GOHSEP to do so. GOHSEP may give notice to the Contractor of a failure to meet performance standards, but delay the assessment of liquidated damages in order to give the Contractor the opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of GOHSEP, GOHSEP may reassert the assessment of liquidated damages, even following contract termination.

3.6.2.2 The decision to impose liquidated damages may include consideration of some or all of the following factors:

- 3.6.2.2.1 The duration of the violation;
- 3.6.2.2.2 Whether the violation (or one that is substantially similar) has previously occurred;

- 3.6.2.2.3 The Contractor’s history of compliance;
 - 3.6.2.2.4 The severity of the violation and/or whether it imposes an immediate threat to the health or safety of the Medicaid beneficiary; and
 - 3.6.2.2.5 The “good faith” exercised by the Contractor in attempting to stay in compliance.
- 3.6.2.3 In the event the Contractor fails to perform as required, the Contractor shall pay GOHSEP the specified amounts listed below as agreed upon liquidated damages.

PERFORMANCE REQUIREMENT	LIQUIDATED DAMAGES
Contractor shall submit all standing and ad hoc reports in accordance with stated requirements of this SFO, the contract, or upon direction of GOHSEP.	A one thousand dollar (\$1,000) per business day charge to the Contractor per report for each day after the report due date until the report is received.
Contractor shall request approval from GOHSEP to make changes in key staff and must fill vacant contractually required positions within 30 calendar days.	A one thousand dollar (\$1,000) per business day charge to the Contractor for each day that a change in key staff is made but not approved by GOHSEP, or failure to fill key staff positions.

3.6.3 Payment of Liquidated Damages:

- 3.6.3.1 Any liquidated damages assessed by GOHSEP that cannot be collected through withholding from future monthly invoice payments shall be due and payable to GOHSEP within thirty (30) calendar days after the Contractor’s receipt of the notice of liquidated damages. However, in the event an appeal by the Contractor results in a decision in favor of the Contractor, any such funds withheld by GOHSEP will be returned to the Contractor.
- 3.6.3.2 If liquidated damages are insufficient, GOHSEP has the right to pursue actual damages. If the Contractor’s failure to perform satisfactorily exposes GOHSEP to the likelihood of contracting with another person or entity to perform services required of the Contractor under this contract, upon notice setting forth the services, GOHSEP may withhold from the Contractor payments in an amount commensurate with the costs anticipated to be incurred. GOHSEP shall account to the Contractor and return any excess to the Contractor.
- 3.6.3.3 GOHSEP has the right to recover any amounts overpaid as the result of deceptive practices by the Contractor and/or its subcontractors, and may consider trebled damages, civil penalties, and/or other remedial measures.
- 3.6.3.4 The violation, failure, or inadequacy of performance may be imputed to a person with whom the Contractor is affiliated where such conduct was accomplished within the course of his official duty or was effectuated by him with the knowledge or approval of such person.

PART 4: EVALUATION

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

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

Criteria	Maximum Score
Company Background and Experience	24
Approach and Methodology	15
Proposed Staff Qualifications	24
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none"> • <i>Up to 10 points available for Hudson-certified Offerers;</i> • <i>Up to 12 points available for Veteran-certified Offerers;</i> • <i>If no Veteran-certified Offerers, those two points are not awarded.</i> 	12
Cost	25
TOTAL SCORE	100

The offer will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Offerer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the SFO. **Offers not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Financial Offers, Technical Offers and Veteran and Hudson Initiative will be combined to determine the overall score. The Offerer with the highest overall score will be recommended for award.

4.1 Cost Evaluation

The Offerer with the lowest total hourly rate extended cost shall receive 25 points. Other Offerers shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP \times 25)$$

Where: CCS = Computed Cost Score (points) for Offerer being evaluated
 LPC = Lowest Proposed Extended Hourly Cost of all Offerers
 TCP = Total Extended Hourly Cost of Offerer being evaluated

4.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned 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 SFO are reserved for Offerers 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 Offerers' evaluation score as follows:

B. Offerer Status and Allotment of Reserved Points

- i. If the Offerer is a certified Veterans Initiative small entrepreneurship, the Offerer shall receive points equal to twelve percent (12%) of the total evaluation points in this SFO.
- ii. If the Offerer is a certified Hudson Initiative small entrepreneurship, the Offerer shall receive points equal to ten percent (10%) of the total evaluation points in this SFO.
- iii. If the Offerer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Offerer 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 SFO.

If the Offerer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Offerer must note this in its offer in order to receive the full amount of applicable reserved points.

If the Offerer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Offerer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
- iii. A detailed description of the work to be performed; and
- iv. The anticipated dollar value of the subcontract for the three-year contract term.

Note – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Offerer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

ATTACHMENT I: SAMPLE CONTRACT

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY

Governor’s Office of Homeland Security and Emergency Preparedness (“GOHSEP”)

AND

CONTRACTOR NAME

[Click here to enter the Contractor name](#)

CONTRACT NUMBER (ISIS/LAGOV)

[Click here to enter the contract number](#)

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES CONSULTING SERVICES SOCIAL SERVICES PERSONAL SERVICES
AGENCY GOVERNMENTAL COOPERATIVE ENDEAVOR

CONTRACTOR (Legal Name if Corporation)

[Click here to enter the Contractor](#)

FEDERAL EMPLOYER TAX ID NUMBER

[Click here to enter the Contractor’s FEIN](#)

STATE LDR ACCOUNT #

[Click here to enter the State LDR Account](#)

[Number](#)

STREET ADDRESS

[Click here to enter the Contractor’s street address
telephone number](#)

TELEPHONE NUMBER

[Click here to enter the Contractor’s](#)

CITY [Click here to enter the Contractor’s city](#) **STATE** [Click here to enter the Contractor’s state](#) **ZIP**
CODE [Click here to enter the Contractor’s zip code](#)

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED

Provide direction and oversight of all staff and subcontractors to assure a high degree of individual performance and compliance with all applicable state and federal laws and regulations and provide daily coordination with the State Contract Monitor and Project Manager on issues of contract personnel assignments and performance. Perform all tasks and services on behalf of the subrecipient.

- Identify damages, develop preliminary estimates and provide support documentation for subrecipient's PA claim
- Conduct site inspections as needed to develop damage assessments or at the request of State or Federal partners
- Determine logical grouping of damage sites
- Develop detailed site-specific damage description

- Identify and develop proposals for funding options that are feasible and economically viable (406, 428, alternate or improved projects)
- Develop, compile review and provide support documentation for subrecipient claim in accordance with FEMA law, regulation and policy
- Review project worksheets to determine changes, disallowances from original claim not previously addressed or agreed to prior to obligation.
- Review scope to submit reimbursement claims and need for additional amendments to the claim
- Monitor project completion status and submit accurate quarterly reports and time extension requests as needed
- Prepare, on behalf of the subrecipient, complete packages to request reimbursement for FEMA eligible costs in accordance with GOHSEP reimbursement policies
- Reconcile all project costs and prepare final closeout documentation for grant closeout within 180 days of project period of performance
- Make programmatic requests on behalf of the subrecipient to ensure proper approvals and compliance with all PA requirements
- Provide administrative support to subrecipient as needed for tracking, copying and filing/making electronic files for projects
- Attend meetings at the direction of the subrecipient to represent subrecipient interests/claims
- Document procurement process and assist with supporting cost reasonableness as needed

Deliverables

The Contractor shall provide the following deliverables to GOHSEP:

Monthly Reports

The Contractor shall submit to GOHSEP monthly reports demonstrating task order accomplishments for the prior month to include production, quality, staffing and any other criteria deemed necessary by GOHSEP management to monitor and measure performance under this contract. Monthly reports are due by the 15th of the following month.

Task Order Deliverables

The Contractor shall submit to GOHSEP other deliverables as identified in each Task Order issued.

BEGIN DATE

Estimated October 5, 2020

END DATE

Estimated October 5, 2021

MAXIMUM CONTRACT AMOUNT

\$5,000,000.00

MULTI-YEAR CONTRACT BREAKDOWN

\$5,000,000 10/5/2020 – 10/04/2021

\$5,000,000 10/5/2021 – 10/04/2022

\$5,000,000 10/5/2022 – 10/04/2023

TERMS OF PAYMENT – If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

The State shall make every reasonable effort to make payments within thirty (30) days of receiving an invoice.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:
GOHSEP Contract Monitor.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number.

In accordance with La. 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.

Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the 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. The 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's failure and a reasonable opportunity for the state to cure the defect.

Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies for Default

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

Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

E-Verify

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

Record Ownership

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

Contractor's Cooperation

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

Assignability

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

Right to Audit

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide GOHSEP, the FEMA Administrator or his authorized representatives, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the

continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Non-Discrimination

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 this 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 this contract.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The contractor will include this discrimination clause section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that it will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the administering Agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

Eligibility Status

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

Prohibition of Discriminatory Boycotts of Israel

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors 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 this contract.

Contract Approval

This contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.
IN WITNESS WHEREOF, the parties have executed this Agreement as of this day (**enter date**)

WITNESSES SIGNATURES:

Print Name: _____

Print Name: _____

GOVERNOR'S OFFICE OF HOMELAND
SECURITY AND EMERGENCY
PREPAREDNESS:

By: _____
Signature

Title

WITNESSES SIGNATURES:

Print Name: _____

Print Name: _____

CONTRACTOR:

By: _____
Signature

Title

Tax ID#

Telephone Number

ATTACHMENT II: CERTIFICATION STATEMENT

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

OFFICIAL CONTACT. The State requests that the Offerer designate one person to receive all documents and the method in which the documents are best delivered. The Offerer should identify the Contact name and fill in the information below: (Print Clearly)

- A. Official Contact Name: _____
- B. E-mail Address: _____
- C. Facsimile Number with area code: () _____
- D. US Mail Address: _____

Offerer 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 offer and authorized signature below, Offerer shall certify that:

1. The information contained in its response to this SFO is accurate;
2. Offerer shall comply with each of the mandatory requirements listed in the SFO and will meet or exceed the functional and technical requirements specified therein;
3. Offerer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this SFO.
4. Offerer's quote shall be valid for at least ninety (90) calendar days from the date of offer's signature below;
5. Offerer understands that if selected as the successful Offerer, he/she will have 10 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. Offerer shall certify, by signing and submitting a offer 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 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Offerer 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. Offerer 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. Offerer 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. Offerer certifies and agrees that the following information is correct: In preparing its response, the Offerer has considered all offers 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. Offerer 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 Offerer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
10. Offerer certifies that the cost submitted was independently arrived at without collusion .

Signature of Offerer or Authorized Representative _____
 Typed or Printed Name: _____
 Date: _____
 Title: _____
 Company Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____

ATTACHMENT III: 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 by contacting the Office of Statewide Reporting & Accounting at DOA-OSRAP-EFT@la.gov.

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

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	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

ATTACHMENT IV: COST WORKSHEET

NOTE – Cost Sheet Shall be submitted as a separate attachment/document and not with Technical Offer.

If any part of this Attachment IV is:

- left blank;
- multiple prices are proposed for any hourly rate; or
- any changes are made to wording in the table,

THIS OFFER WILL BE CONSIDERED NON-RESPONSIVE.

COST PRICING

The Hourly Rate for each position classification is fully burdened and includes all labor, travel, overhead, and all other program expenses.

Position	Estimated Number of Positions Required¹	Hourly Rate Per Position²	Hourly Rate Extended Cost (Est. # of Positions x Hourly Rate)
Project Manager	1	\$	\$
Senior Advisor for Public Assistance	2	\$	\$
Public Assistance Technical Assistance Liaison	8	\$	\$
Grant Management Specialist	30	\$	\$
Accounting Analyst	5	\$	\$
Administrative Assistant	1	\$	\$
Total Hourly Rate Extended Cost Calculation			\$

¹ The estimated number of positions is used as for the evaluation of cost only, not the expected staffing requirement of the selected offerer.

² Hourly rates listed in response to the above may be decreased through negotiation in any contract entered into as a result of this SFO, including the original contract and renewals, but shall not be increased. No changes shall be made to the position titles.

