



REQUEST FOR PROPOSALS

Louisiana Water Sector Program – Study of Water and Sewer System Rates
Funded through the U.S. Treasury under the American Rescue Plan

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION

OFFICE OF COMMUNITY DEVELOPMENT

RFP #107140-02

Release Date:
March 30, 2022

Proposal Due Date/Time:
May 2, 2022

2:00 P.M. CDT

TABLE OF CONTENTS

Request for Proposal	6
1. ADMINISTRATIVE AND GENERAL INFORMATION	6
1.1 Purpose	6
1.2 Background	6
1.3 Goals and Objectives.....	6
1.4 Contract Term	7
1.5 Definitions	7
1.6 Schedule of Events	8
1.7 Proposal Submittal	9
1.8 Qualifications for Proposers.....	9
1.8.1 Desirable Qualifications:	9
1.9 Proposal Response Format	10
1.9.1 Cover Letter	10
1.9.2 Table of Contents	10
1.9.3 Executive Summary	10
1.9.4 Firm Experience & Past Performance.....	10
1.9.5 Capacity of Firm	10
1.9.6 Key Personnel Qualifications	11
1.9.7 Identification of Potential Conflicts.....	11
1.9.8 Cost Proposal	11
1.9.9 Certification Statement	12
1.9.10 Outsourcing of Key Internal Controls.....	12
1.10 Number of Copies of Proposals.....	12
1.11 Technical and Cost Proposals.....	12
1.12 Legibility/Clarity	13
1.13 Confidential Information, Trade Secrets, and Proprietary Information	13
1.14 Proposal Clarifications Prior to Submittal.....	14
1.14.1 Pre-proposal Conference.....	14
1.14.2 Proposer Inquiries	14
1.14.3 Blackout Period.....	15
1.15 Error and Omissions in Proposal	15
1.16 Changes, Addenda, Withdrawals.....	15

1.17	Withdrawal of Proposal	16
1.18	Waiver of Administrative Informalities	16
1.19	Proposal Rejection/RFP Cancellation	16
1.20	Ownership of Proposal	16
1.21	Cost of Offer Preparation	16
1.22	Taxes.....	16
1.23	Determination of Responsibility.....	17
1.24	Use of Subcontractors.....	17
1.25	Written or Oral Discussions/Presentations	17
1.26	Acceptance of Proposal Content.....	17
1.27	Evaluation and Selection	17
1.28	Best and Final Offers (BAFO).....	18
1.29	Contract Award and Execution.....	18
1.30	Notice of Intent to Award.....	18
1.31	Right to Prohibit Award	19
1.32	Insurance Requirements for Contractors	19
1.32.1	Contractor’s Insurance	19
1.32.2	Minimum Scope and Limits of Insurance.....	19
1.32.3	Deductibles and Self-Insured Retentions.....	20
1.32.4	Other Insurance Provisions	20
1.32.5	Acceptability of Insurers.....	20
1.32.6	Verification of Coverage.....	21
1.32.7	Subcontractors.....	21
1.32.8	Workers Compensation Indemnity	21
1.33	Duty to Defend	21
1.34	Liability and Indemnification	22
1.34.1	Contractor Liability.....	22
1.34.2	Force Majeure	22
1.34.3	Indemnification	22
1.34.4	Intellectual Property Indemnification	22
1.34.5	Limitations of Liability	23
1.34.6	Other Remedies.....	23
1.35	Payment	23
1.35.1	Prohibition against Advance Payments	24

1.35.2	Electronic Vendor Payment Solutions	24
1.35.3	Vendor Enrollment.....	24
1.36	Termination	24
1.36.1	Termination of the Contract for Cause	24
1.36.2	Termination of the Contract for Convenience	24
1.36.3	Termination for Non-Appropriation of Funds	24
1.37	Assignment	25
1.38	Right to Audit	25
1.39	Civil Rights Compliance	25
1.40	Record Ownership	25
1.41	Entire Agreement/Order of Precedence.....	25
1.42	Contract Modifications	26
1.43	Substitution of Personnel.....	26
1.44	Governing Law	26
1.45	Claims or Controversies	26
1.46	Code of Ethics	26
1.47	Corporate Requirements	26
1.48	Prohibition of Discriminatory Boycotts of Israel	26
1.49	Security.....	27
1.49.1	Cybersecurity Training	27
2.	SCOPE OF WORK/SERVICES.....	28
2.1	Scope of Work.....	28
2.2	Tasks and Services	28
2.3	Deliverables.....	29
2.3.1	Activity Record Keeping	29
2.3.2	Progress Payment Reports	29
2.3.3	Task Order Deliverables	30
2.4	Technical Requirements	30
2.5	Project Requirements	30
3.	EVALUATION.....	32
3.1	Firm Experience: 0-15 points.....	32
3.2	Past Performance: 0-30 points.....	32
3.3	Capacity of Firm: 0-20 points	32
3.4	Key Personnel Qualifications: 0-10 points.....	33

3.5 Cost Proposal: 0-25 points 33

4. PERFORMANCE STANDARDS 34

ATTACHMENT I: CERTIFICATION STATEMENT..... 35

ATTACHMENT II: PROPOSED HOURLY RATES AND JOB CLASSIFICATIONS 37

ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION 38

ATTACHMENT IV: SAMPLE CONTRACT 39

ATTACHMENT V: FEDERAL COMPLIANCE RIDER/U.S. TREASURY FUNDED ACTIVITIES 62

Request for Proposal

for

Louisiana Water Sector Program – Study of Water and Sewer System Rates Funded through the U.S. Treasury under the American Rescue Plan

1. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from experienced financial service Proposers who have qualified personnel to perform rate studies of Louisiana public water systems and community sewerage systems that apply to the State of Louisiana Water Sector Program (“the Program”). The resulting rate studies will serve as the basis for the public water system applicant entity to meet the requirements and receive an award from Office of Community Development (OCD). Purposes for the eligible award include repair/improvement costs, provided that the applicant entity agrees to adjust its service rates if that is the conclusion of the rate study conducted by the Contractor(s) selected in this procurement.

The State reserves the right to award more than one (1) contract.

1.2 Background

The State of Louisiana Water Sector Program (“the Program”) was authorized by Act 410 of the 2021 of the Regular Session of the Louisiana Legislature. The Program requires an application process for eligible public water systems and community sewerage systems statewide to obtain financial assistance for certain repair and improvement activities.

Awards under the Program will be conditioned upon the applicant agreeing to implement adjustments to the rates charged to customers, if a study of the rates indicates that an adjustment is necessary for the viability of the system. Currently one hundred forty-five (145) applications have been selected statewide. A rate study is required to be performed following the acceptance of the award. Therefore, it is anticipated that the successful Proposer(s) will conduct multiple simultaneous studies.

The Program, including the services made the subject of this procurement, is funded through a grant from the U.S. Treasury to the State of Louisiana under the American Rescue Plan Act. More details of the Program can be found at <https://www.doa.la.gov/doa/oed-lga/american-rescue-plan-act/>.

1.3 Goals and Objectives

The goal and objective of this RFP is to procure Contractor(s) who will provide applicants to the Water Sector Program with information regarding the sufficiency of their rates charged, as required by the Water Sector Program. The rate studies conducted under the contract resulting from this RFP are anticipated to be the basis of changes to the rates charged by the water/sewer system applicant.

1.4 Contract Term

The term of any contract resulting from this RFP shall begin on or about June 22, 2022 and is anticipated to end on June 21, 2025. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

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.
American Rescue Plan Act	An Act of the 117 th Session of the United States Congress [P.L. 117-2] to provide inter alia federal funds to States and local governments for water projects within those jurisdictions.
Community Water System	As defined by 42 U.S.C. 300f(15) and meets the coverage requirements of 42 U.S.C. 300g.
Contractor	Any person having a contract with a governmental body; the selected Proposer.
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DOA	Division of Administration
JLCB	Joint Legislative Committee on the Budget
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
Municipal Advisor	A rate or financial feasibility consultant which is registered with the Security Exchange Commission for the issuance of municipal securities.
OCD	Office of Community Development, Division of Administration; one of the offices designated by ACT 410 of 2021 to administer the Water Fund Program.

ODC	Other Direct Cost
OSP	Office of State Procurement
Proposer	A firm or individual who responds to this procurement.
RFP	Request for Proposal
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
State	The term “State” shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.
SPM	State Program Manager
Subrecipient	Subrecipient means a non-Federal entity that receives a sub-award from a pass-through entity, such as OCD, to carry out part of a federal program; but does not include an individual that is a beneficiary of such program.
Using Agency	The term “Using Agency” shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.
Water Sector Program (the Program)	A program established by Louisiana Revised Statute 39:100.56
Water Sector Commission	A body established as part of the Water Sector Program with the purpose of reviewing applications to the program and making recommendations for funding to the Joint Legislative Committee on the Budget.

1.6 Schedule of Events

EVENT	DATE
RFP advertised in newspapers and post to LaPac	March 30, 2022
Deadline for receipt of written inquiries	12pm CDT April 6,2022
Deadline to answer written inquiries	5pm CDT April 13, 2022
Deadline for receipt of proposals	2pm CDT May 2, 2022
ALL PROPOSALS SHALL REMAIN SEALED UNTIL THE DATE AND TIME LISTED	
Presentations & Discussions (if applicable)	TBD
Notice of Intent to award announcement, and 14-day protest period begins, on or about	TBD
Contract execution, on or about	TBD

NOTE: OCD reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.7 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

**Traci Watts, Director
Office of Community Development
1201 N. Third St., Suite 3-150
Baton Rouge, LA 70802
(225) 342-7412**

The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

NOTE: PROPOSALS MUST BE DELIVERED DURING OFFICE HOURS of Monday through Friday, 8:00 AM and 4:00 PM.

1.8 Qualifications for Proposers

1.8.1 Desirable Qualifications:

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals:

- a) Proposer should demonstrate a documented history of performing utility system rate studies, including performing or managing multiple simultaneous water and/or sewer system rate studies.
- b) Proposer should demonstrate staff capacity to conduct multiple rate studies simultaneously.
- c) Proposer should designate a specific qualified project manager who will interface with OCD throughout the term of the contract. The project manager should have a demonstrated history of performing or managing water and/or sewer system rate studies.
- d) Proposer should submit documentation that they have been in business for at least five (5) years.
- e) Proposer should submit a work plan identifying personnel by job classification given in Attachment II, Proposed Hourly Rates, detailing the number of hours needed from each job classification to complete a single rate study, including the Proposer's number of available personnel by job classification and providing an estimate of how many rate studies the Proposer can complete within three (3) months and how many within six (6) months. Proposer should identify the particular academic financial management or accounting qualifications of each assigned job classification.
- f) Proposers should submit at least one (1) and no more than two (2) previous rate studies.

1.9 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

1.9.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer and including the signature of an authorized representative.

1.9.2 Table of Contents

The proposal should be organized in the order contained below.

1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including, at a minimum, Proposer contact name and phone number, email, and the stipulation that the proposal is valid for a time period of at least ninety (90) calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications, ability and willingness to comply with the State's requirements.

The executive summary should include a positive statement of compliance with the contract terms; see Sample Contract, Attachment V. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment V, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered. Selection of a Proposer(s) does not require OCD to agree to any proposed deviation(s). Negotiations may begin with the announcement of the selected Proposer(s).

1.9.4 Firm Experience

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

Proposers should submit a list of rate studies conducted since 2017 identifying the client and type of utility system (municipal, non-profit, etc.).

Proposers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Proposer section.

1.9.5 Past Performance

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers 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.

Proposers should submit at least one (1) and no more than two (2) previous rate studies for evaluation.

1.9.6 Capacity of Firm

The Proposer should describe and demonstrate their ability and capacity to accomplish the objectives above and services included described in Section 2 - Scope of Work/Services. The Proposer should also describe their ability and capacity to perform multiple projects simultaneously and complete work in a timely manner.

The Proposer should:

- a) Provide Proposer's understanding of the nature of the project and how the Proposer's proposal will best meet the needs of OCD.
- b) Describe best practices garnered from previous experience with similar Scopes of Work/Service.
- c) Provide a list of issues/concerns that were not taken into consideration in the Scope of Work/Service that are important for OCD to consider.
- d) Provide alternative solutions for accomplishing the project objectives, if applicable, and any other additional pertinent information.
- e) Define the Proposer's functional approach in providing the services.
- f) Identify the parishes the Proposer is willing to serve or indicate statewide.
- g) Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

1.9.7 Key Personnel Qualifications

The Proposer should provide detailed information about the experience and qualifications of all the Proposer's assigned personnel considered key to the success of the project. This information should include education, technical experience, functional experience, names of previous employers and dates of employment, relevant and related experience, past and present clients with dates and responsibilities and any applicable certifications and formal training/education. 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. Customer references (name, title, company name, address, and telephone number, and e-mail address) should be provided for the cited projects in the individual resumes.

The Proposer should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Proposer

1.9.8 Identification of Potential Conflicts

The Proposer should identify all providers of water systems and sewer systems within Louisiana with which it has current contracts or for which it has conducted a rate study in the past ten (10) years.

1.9.9 Cost Proposal

The Proposer shall fill out Attachment II, Proposed Hourly Rates, in its entirety and include it in the proposal.

1.9.9.1 Hourly Fee Basis/Other Direct Costs (ODCs)

The Proposal shall use Attachment II, Proposed Hourly Rates, to provide the hourly rate by specified labor classification to provide the services described within the Scope of Work/Services.

Travel time for travel between in-state Proposer offices and Grantee/State locations will be paid at the appropriate hourly rate.

Only time properly billed and approved by the OCD will be paid. No additional expenses of any sort will be paid under the Contract(s).

The Contractor may be reimbursed for ODCs approved by OCD. ODCs may include costs of competitively procured municipal advisor(s).

ODCs, if required, must be approved in advance of purchase by the State Program Manager (SPM). Prior to purchasing with approval, the Contractor shall provide a list of ODCs to the SPM. The SPM will review that list and will either (a) authorize the Contractor to purchase services and submit the expense for reimbursement (with proper documentation), or (b) deny the request. For any such purchases, the Contractor shall obtain price quotations from a minimum of three (3) sources. ODCs do not include travel expenses.

Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment and payroll records, or other acceptable evidence of the actual cost of the ODC. The Contractor shall not attach any fee or other “mark-up” to any ODC. The SPM must approve all ODC’s prior to the cost being incurred.

1.9.10 Certification Statement

The Proposer must sign and submit Attachment I, the Certification Statement.

1.9.11 Outsourcing of Key Internal Controls

Not applicable to this RFP.

1.10 Number of Copies of Proposals

The State requests that six (6) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

1.11 Technical and Cost Proposals

The State requests the following:

- One (1) Original (clearly marked “Original”) and five (5) numbered copies of the technical proposal. All should be clearly marked technical proposal.
- One (1) Original (clearly marked “Original”) and five (5) numbered copies of the cost proposal. All should be clearly marked cost proposal.
- One (1) redacted technical proposal, if applicable.
- Two (2) USB flash drives each containing one (1) searchable electronic copy of the proposal. The searchable electronic copy should be provided as one (1) file. Each USB flash drive should also contain a searchable electronic copy of the redacted technical proposal, if applicable.

1.12 Legibility/Clarity

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

1.13 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal 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. Proposers 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 must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

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

"The data contained in pages _____ of the proposal 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 Proposer as a result of or in connection with the submission of this proposal, 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 Proposer, without restrictions."

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

If the Proposer's response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY.". The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer's confidential data.

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

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer

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 proposal, 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 proposal. 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 proposal 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 records.

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

Not required for this RFP.

1.14.2 Proposer Inquiries

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

Ms. Traci Watts, Director
Office of Community Development – State of Louisiana
1201 N. Third Street, Baton Rouge, LA 70802
Traci.Watts@la.gov
(225) 312-7412

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

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

Only the RFP Coordinator has the authority to officially respond to a Proposer'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 <https://www.doa.la.gov/da/osp/>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers 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/Proposers 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:

<https://www.doa.la.gov/da/osp/vendor-resources/>.

1.14.3 Blackout Period

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

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

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

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

Notwithstanding the foregoing, the blackout period shall not apply to:

- 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 proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

1.15 Error and Omissions in Proposal

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

1.16 Changes, Addenda, Withdrawals

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

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

1.17 Withdrawal of Proposal

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

1.18 Waiver of Administrative Informalities

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

1.19 Proposal Rejection/RFP Cancellation

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

1.20 Ownership of Proposal

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

1.21 Cost of Offer Preparation

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

1.22 Taxes

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

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

1.23 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:1505. The OCD must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the OCD to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.24 Use of Subcontractors

The OCD shall have one or more prime Contractor(s) as the result of any contract negotiation(s), and the prime Contractor(s) shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If a Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of a Proposer under the terms of this RFP shall also be required for each subcontractor, if requested by the State. The prime Contractor(s) shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime Contractor(s) shall not contract with any other party for any of the services herein contracted without the express prior written approval of the OCD.

1.25 Written or Oral Discussions/Presentations

The OCD, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the OCD's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

If oral presentations are required, the original scores may be adjusted based on this additional information, using the criteria outlined in Part 3, Evaluation, of this RFP. The cost score will remain unchanged.

1.26 Acceptance of Proposal Content

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

1.27 Evaluation and Selection

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

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

1.28 Best and Final Offers (BAFO)

The OCD reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers 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 or to obtain the most cost effective pricing available.

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

1.29 Contract Award and Execution

The OCD reserves the right to enter into a contract(s) based on the initial offers received without further discussion of the proposals submitted. The OCD reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal(s) shall become part of the contract initiated by the OCD.

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

If the contract negotiation period exceeds five (5) business days, or if the selected Proposer(s) fails to sign the final contract within two (2) business days of delivery, the OCD may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.30 Notice of Intent to Award

The evaluation team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer(s) with the highest score(s).

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

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

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

The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

The State reserves the right to make multiple awards.

1.31 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.32 Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

1.32.1 Contractor's Insurance

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

1.32.2 Minimum Scope and Limits of Insurance

1.32.2.1 Workers Compensation

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

1.32.2.2 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.

1.32.2.3 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.

1.32.3 Deductibles and Self-Insured Retentions

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

1.32.4 Other Insurance Provisions

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

1.32.4.1 Commercial General Liability and Automobile Liability Coverages

The OCD, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the 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 the OCD.

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

1.32.4.2 Workers Compensation and Employers Liability Coverage

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

1.32.4.3 All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the OCD. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify the OCD of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the OCD to require proof of compliance, or the OCD's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

1.32.5 Acceptability of Insurers

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

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1.32.6 Verification of Coverage

Contractor shall furnish the OCD with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the OCD before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana, Its Officers, Agents, Employees and Volunteers

P.O. Box 94095, Baton Rouge, LA 70804

RFP #107040-02

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

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

1.32.7 Subcontractors

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

1.32.8 Workers Compensation Indemnity

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

1.33 Duty to Defend

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

1.34 Liability and Indemnification

1.34.1 Contractor Liability

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

1.34.2 Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

1.34.3 Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

1.34.4 Intellectual Property Indemnification

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus

for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

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

1.34.5 Limitations of Liability

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

1.34.6 Other Remedies

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

1.35 Payment

The Contractor(s) will not be paid more than the maximum amount of the Contract.

Invoices shall be submitted on a deliverable completion basis using a standard invoice format provided by the OCD, and in accordance with Attachment II. Invoices shall be organized so that services associated with individual task orders are clearly identified in separate detailed listings of charges.

Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment, and payroll records, or other acceptable evidence of the actual cost of the ODC. The Contractor shall not attach any fee or other "mark-up" to any ODC. The SPM must approve all ODC's prior to cost being incurred.

Payment of invoices must be approved by the SPM and the Financial Manager of the State or designee. The State will make every reasonable effort to make payments within thirty (30) business days of invoice receipt. If invoices are disputed or clarifications are required, the State will notify the Contractor of its questions and the Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

It is understood that should Contractor fail to submit invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under the Contract or in quantum meruit, unless an exception is granted by the SPM prior to the end of the sixty (60) day period. Any exception granted by the SPM may include a twenty-five percent (25%) reduction to the amount of the invoice submitted late.

Invoices shall be submitted to Office of Community Development, P.O. Box 94095, Baton Rouge, LA 70804-9095.

1.35.1 Prohibition against Advance Payments

No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

1.35.2 Electronic Vendor Payment Solutions

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

1.35.3 Vendor Enrollment

In order to receive a purchase order, the Contractor must be registered as a vendor with the State of Louisiana.

Registration is initiated at:

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

In order to receive payment, a W-9 must be submitted to: DOA-OSRAP-LAGOV@la.gov.

1.36 Termination

1.36.1 Termination of the Contract for Cause

The OCD 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 OCD 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 OCD to comply with the terms and conditions of the contract provided that the Contractor shall give the OCD written notice specifying the OCD's failure and a reasonable opportunity for the OCD to cure the defect.

1.36.2 Termination of the Contract for Convenience

The OCD 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.

1.36.3 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.

1.37 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.

1.38 Right to Audit

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

1.39 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.40 Record Ownership

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

1.41 Entire Agreement/Order of Precedence

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

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

1.42 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.

1.43 Substitution of Personnel

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

1.44 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.

1.45 Claims or Controversies

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

1.46 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

1.47 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 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.

1.48 Prohibition of Discriminatory Boycotts of Israel

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

1.49 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>.

1.49.1 Cybersecurity Training

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

2. SCOPE OF WORK/SERVICES

2.1 Scope of Work

The Contractor will conduct rate studies of the designated Community Water Systems to achieve the objectives of the Water Sector Program and determine if rates charged by the water system will produce a fair and reasonable revenue stream currently and in the future for the water system, allowing for the current operations, maintenance, debt service and the changes as a result of the improvements to be funded under Act 410 of the 2021 Regular Session of the Louisiana Legislature.

If a Community Water System has had a rate study completed within the year prior to application for the Program, the Contractor shall review the recent rate study to determine if it concurs with the findings of the study. If the Contractor determines that the prior rate study is lacking in a specific area, the Contractor shall perform any additional work as necessary to supplement the prior study, if feasible.

Contractor shall be available to the governing body of the Community Water System that was the subject of its rate study to provide guidance and input on the adoption and implementation of any required rate increases.

2.2 Tasks and Services

Contractor will be assigned rate studies for particular Community Water System(s) through the issuance of a task order. The task order will have a mutually agreed upon timeline and budget for the scope of that task order. A task order cannot amend the Contract; and all services included in a task order must be within the scope of the Contract. Budgets included in all outstanding task orders cannot exceed the maximum compensation amount of the Contract.

Upon issuance of a task order, Contractor will make initial contact with the applicants included in the task order.

Contractor will notify the OCD staff of systems that are non-responsive to providing accurate information required to conduct the rate analysis.

Contractor will review the system's management practices, applicable policy & procedures, operational practices, water loss, and other issues that may have an impact on system sustainability.

Contractor will provide rate analysis summary letter on each system reviewed, identifying rate analysis findings and recommendations to maintain sustainability.

Contractor shall not be compensated for any charges that are not services included in a task order.

Contractor must promptly notify the OCD once it is reasonably aware that the timeline and/or the budget contained in a task order will be exceeded and the reasons for the task exceeding the time and/or budget. The OCD will evaluate the basis to determine if it agrees to either an extension of deadlines, increase in budget, or both, as it in its sole discretion deems appropriate.

Rate studies to be conducted should include the following actions (a non-exclusive listing):

1. Review existing revenues, compare to expenses, and determine if there are any deficiencies in the current rate structure. Determine the required rates to meet expenses, capital, and funding costs for future needs of the system.
2. Project demands for the system created by population projections.

3. Review the funding requirements for capital equipment replacement and recommend a prudent reserve policy for operations, capital replacement and emergencies.
4. Review current water utilization and determine if a large water use rate is necessary.
5. Provide a recommended rate structure that will recover projected revenue requirements for a ten-year period. Components of the base rates and volume charges should be clearly identified.
6. Review miscellaneous fees to assure they are reasonable and not outdated.
7. Review impact fee levels and methodology to address growth needs.
8. Provide a general discussion on current policies and trends related to payment options, deposit amounts, connections, disconnects, etc., in comparison to other water service systems.

The rate study should include an easy-to-use electronic model in Microsoft Excel to be used by applicants.

2.3 Deliverables

Contractor shall provide for each assigned task order:

1. A preliminary estimate of the work effort needed to fulfill the task order, based upon the existing documentation of the utility system and information gathered on the preliminary assessment as per 2.2.
2. A draft report of the rate study to the applicant for its review and clarification or correction with regard to information upon which the Contractor based its rate study.
3. A final report, which must include the recommended rates, the methodologies used, alternative structures considered, and justification for the recommended rate structure. The report shall include an executive summary that summarizes the findings of the funds analysis and clearly states the results.

Sections of the report shall include at a minimum:

- a. Executive Summary
 - b. Scope
 - c. Project Information
 - d. Discussion on Consumption Projections and Population Growth Estimates
 - e. Recommended Rate Structure
3. Contractor should be able to report and discuss recommendations with the applicant's governing body if requested by the OCD.

2.3.1 Activity Record Keeping

Contractor will be required to provide activity logs, timesheets, or other reports as required by the State. Frequency and type will be determined at the time of contract negotiation.

2.3.2 Progress Payment Reports

If progress payments are required for any assigned tasks the Contractor shall submit to the OCD reports demonstrating task order accomplishments to include production, quality, staffing and any other criteria deemed necessary by the OCD management to monitor and measure performance under the Contract.

2.3.3 Task Order Deliverables

The Contractor shall submit to the OCD other deliverables as identified in each task order issued.

2.4 Technical Requirements

Not applicable to this RFP.

2.5 Project Requirements

OCD shall appoint a State Program Manager (SPM) for the Contract(s) and the Contractor(s) shall appoint a Project Manager for each issued task order. The Project Manager will provide oversight of the task order activities conducted hereunder.

In the event that an applicant, in order to meet the Program's match requirement, intends to issue bonds and needs a supporting rate study supervised or conducted by a Municipal Advisor, the OCD may authorize in the task order the use of a Municipal Advisor procured by the Contractor through a competitive process and charged as an Other Direct Cost (ODC).

In the event that services of a Municipal Advisor are included in a task order, the Contractor shall not bill duplicative services of both a Project Manager and a Municipal Advisor, but a task order may include coordination by a Project Manager of a Municipal Advisor that is conducting a particular study.

Notwithstanding the Contractor's responsibility for management during the performance of the Contract, the assigned SPM shall be the principal point of contact on behalf of the OCD, the only person authorized to issue a task order, and will be the principal point of contact for Contractor concerning Contractor's performance under the Contract. The Contractor will take direction from the SPM or designee regarding organizational structure, problem resolution escalation, strategic initiatives, procedures, and staffing and 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.

The Contractor shall perform the following phases and adhere to the following timelines:

Phase 1 – Program Oversight / Management Selection: Within two (2) days following execution of the Contract, Contractor will inform the SPM of the designated Project Manager who will oversee all aspects of the project. The Project Manager and SPM shall commence preparation of task order(s) designating assignment of Community Water Systems to be studied, staffing assignments and projected hours for each study, and schedules of performance for each study.

Phase 2 – Task Order Assignments: Within fourteen (14) days following execution of the Contract, Contractor shall have initiated contact with each assigned Community Water System, scheduled any necessary interviews and access to records, and provided the Community Water System with a detailed description of information and documents necessary for conducting the study.

Phase 3 – Pending Studies: Contractor shall provide the SPM a weekly report on any assigned Community Water System that is either non-responsive or is incomplete in providing information or documentation requested. Contractor shall provide no less than monthly, but more frequently if requested by the SPM, the status of all activities under a task order.

Phase 4 – Delivery and Report of Rate Study: Contractor shall deliver the rate study and any review of a recent rate study, as applicable, within the time frame provided in the applicable task order, in a format agreed upon by the OCD.

Upon request by the OCD, Contractor shall be available for an in person presentation on the rate study process and conclusions. Contractor shall advise the governing body of the Community Water System on the adoption and implementation of any required rate increases.

In the event that a rate study is to be used as the basis for a bond offering or other means of securing finance and has been conducted in concert with a Municipal Advisor under a task order anticipating such event, the Contractor shall provide any necessary input as customary and appropriate by a Municipal Advisor in explaining and verifying the rate study.

3. EVALUATION

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

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

Criteria	Maximum Score
PHASE 1: TECHNICAL APPROACH	
Firm Experience	15
Past Performance	30
Capacity of Firm	20
Key Personnel Qualifications	10
<i>Total Technical Approach Score</i>	75
PHASE 2: COST PROPOSAL	
Cost Score	25
TOTAL PROPOSAL SCORE	100

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

Proposer must receive a minimum score of 37.5 points (50%) of the total available points in the technical categories of Firm Experience, Key Personnel Qualifications, Capacity of Firm, and Past Performance to be considered responsive to the RFP. Proposals not meeting the minimum score shall be rejected and not proceed to further Cost evaluation.

The evaluation team will compile the scores and make a recommendation to the OCD Director based on the responsive and responsible Proposer(s) with the highest score(s).

3.1 Firm Experience: 0-15 points

Proposers shall be evaluated based on the number of previous rate studies conducted within the last five (5) years. Proposers shall also be evaluated on the number of rate studies that the firm's employees have conducted. Proposers will identify the number of rate studies each of their employees assigned to the project have conducted.

3.2 Past Performance: 0-30 points

Proposers shall be evaluated on their ability to successfully provide services similar to those required by the agency.

3.3 Capacity of Firm: 0-20 points

Proposers shall be evaluated on their ability and capacity to perform multiple projects simultaneously and complete work in a timely manner. Consideration will also be given to the requirements of 1.8.1(e) and the size of the Proposer based on the relative size of tasks anticipated to be issued under the Contract.

3.4 Key Personnel Qualifications: 0-10 points

Proposers shall be evaluated based on the professional qualifications of key personnel related to the work described in **Section 2 – Scope of Work/Services** and the Job Classifications in **Attachment II –Proposed Hourly Rates**, including academic attainment, responsibilities and relevant experience.

3.5 Cost Proposal: 0-25 points

Cost proposals shall be evaluated based on a weighted scale. The lowest cost proposal shall receive the full twenty-five (25) points assigned, considering the total weighted hourly rate for all positions defined and outlined in **Attachment II – Proposed Hourly Rates and Job Classifications**. All other cost proposals shall be assigned a value based on the following formula:

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

Where:

CCS = Computed cost score (points) for Proposer being evaluated

LPC = Lowest Proposed Cost of all Proposers

PC = Total cost of Proposer being evaluated

Multiplied by twenty-five (25) representing the total points available to be assigned.

4. PERFORMANCE STANDARDS

Monitoring Plan: During the term of the Contract, Contractor shall discuss the progress and results of the project with the SPM. These discussions shall include, but are not necessarily limited to, ongoing plans for the continuation of the project and any deficiencies. The SPM shall review and analyze Contractor's progress and results to ensure compliance with Contract requirements and ensure accuracy of invoices for services provided by the Contractor with relevant data and supporting documentation to identify the services provided. Payments will be made to Contractor after SPM's written acceptance verifying the completion of associated tasks and approval of invoices.

The SPM shall also review and analyze Contractor's written progress reports and invoices to ensure compliance with the Scope of Work/Services and Deliverables. The SPM shall ensure that activities are completed on a monthly basis during the course of the Contract as follows:

- a) Compare the reports to the provision of services, goals and objectives outlined in the Contract to determine the progress made;
- b) Contact Contractor to secure any missing deliverables;
- c) Maintain telephone and/or e-mail contact with the Contractor on Contract activity and, if necessary, make on-site visits to Contractor's sites in order to review the progress on and completion of Contractor's services to ensure that performance goals are being achieved, and to verify information when needed; and
- d) Ensure that the invoices are in compliance with approved payment terms, contacting the Contractor for further details, information, or documentation when necessary.

At all times during the course of the Contract, Contractor shall inform SPM of any problems, delays, or adverse conditions which will materially affect the ability to achieve program objectives, prevent meeting time schedules and goals, or preclude the attainment of project results by established time schedules and goals. A statement describing the action taken or contemplated by the Contractor and any assistance that may be needed to resolve the situation shall accompany Contractor's disclosure. Contractor agrees to meet with the SPM at his/her request within a reasonable timeframe. At the discretion of the SPM, Contractor shall recognize that there may be times when an immediate meeting by phone or otherwise, may be necessary. In those instances, the Contractor shall agree to comply with those requests or document the good faith efforts to timely comply.

ATTACHMENT I: CERTIFICATION STATEMENT

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

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer 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: _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least ninety (90) calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have five (5) business days in which to complete contract negotiations, if any, and two (2) business days from the date of delivery of final contract to execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 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. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the

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

10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or
Authorized
Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

ATTACHMENT II: PROPOSED HOURLY RATES

NOTE: If any part of Attachment II is left blank the Proposal WILL BE CONSIDERED NON-RESPONSIVE

Job Classification	Weighting Factor (f)	* Hourly Rate	** Weighting Factor Times Hourly Rate (f) x (hourly rate)
Principal/Program Manager	1	\$	\$XXXX
Project Manager	2	\$	\$XXXX
Financial Analyst	3	\$	\$XXXX
Administrative/Clerical	1	\$	\$XXXX
TOTAL WEIGHTED HOURLY RATE			\$XXXX

*Hourly Rates shall be inclusive of all costs associated with labor, overhead, administrative costs, account management and any other costs associated with providing the work/services, including but not limited to, office supplies, copies, travel expenses and routine. Travel time for travel between in-state Proposer offices and Grantee/State locations will be paid at the appropriate hourly rate.

** This column will be filled in by OCD. This column is for evaluation purposes only. This section will be used to meet the federal cost reasonableness standards but shall not necessarily govern the payments to contractors, as Task Orders approved in advance will be used.

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 Contractors, 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 Policy 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.

Payment Type	Will Accept	Already Enrolled
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

ATTACHMENT IV: SAMPLE CONTRACT

STATE OF LOUISIANA

CONTRACT

PO# _____

The State of Louisiana, Office of Community Development, hereinafter sometimes referred to as the “State or OCD”, and _____, hereinafter sometimes referred to as the “Contractor”, do hereby enter into a Contract under the following terms and conditions. Contractor and State may sometimes hereinafter be collectively referred to as the “Parties” and individually as a “Party.”

1. GENERAL AND ADMINISTRATIVE INFORMATION

This Contract addresses the utility system rate studies required for awardees under the Water Sector Program created by Louisiana Revised Statute 39:100.56 and funded by a grant from the U.S. Treasury under the American Rescue Plan. As assigned by task order from the State, Contractor will conduct financial analysis of selected individual applicants to the Water Sector Program for a determination of the adequacy of the rate charged by the applicant. Each rate study conducted by the Contractor shall be separately reported and presented to the applicable applicant.

1.1 SCOPE OF SERVICES

Contractor hereby agrees to furnish services to State as specified in the Scope of Work/Services, Attachment 1. It is contemplated that Contractor will, from time to time, be requested by the State, through its State Program Manager (SPM), to perform certain services for the State. A full description of the Scope of Services and payment schedule is contained in the following which are made a part of this Contract:

Attachment 1: Scope of Work/Services (See RFP, Section 2, Scope of Work/Services)

Attachment 2: Hourly Rates (See RFP Attachment II, Proposed Hourly Rates and Job Classifications)

Attachment 3: Federal Compliance Rider/U.S. Treasury Funded Activities (See RFP Attachment V, Federal Compliance Rider/U.S. Treasury Funded Activities)

NOTE: Attachment 3 is applicable only to service performed in connection with projects which are funded by U.S. Treasury. To the extent that Attachment 3 contradicts or is broader than existing language in the Contract, Attachment 3 will prevail in connection with U.S. Treasury funded services.

1.2 STATEMENT OF WORK

It is contemplated that Contractor will, from time to time, be requested by the State, through its duly authorized representatives, to perform certain services for the State in furtherance of the grant management activities set forth in Attachment 1. Each request will be in the form of a document authorizing the completion of certain services (a “task order”) and shall describe in detail the services to be performed by Contractor, including a task description, a maximum compensation amount, and a proposed schedule for delivery of services. All services provided by the Contractor under any task order shall be governed by the

terms and conditions of this Contract. At the inception of this Contract, the method of compensation shall be on a time basis using the rates set forth on the Rate Schedule attached to this Contract as Attachment 2.

In the event that a task order is approved and signed by both parties, the provisions of this Contract shall govern all services performed under the task order and the relationship of the parties relating to or arising out of the services performed under the task order. In each instance, the designation of services to be performed, the maximum compensation amount for those services and the method of compensation to be paid by the State to Contractor shall be agreed upon by the parties in writing. Once executed by the parties, a task order may be amended by a writing signed by both parties. The State may terminate any task order at any time prior to completion and without prejudice to the rights of Contractor for payment for all authorized services provided to the State prior to the effective date of termination.

The execution of this Contract is not intended nor shall it be construed to obligate the State to request any specific services or amount of services from the Contractor under any task order. The State retains the right to request whatever scope or level of services as it deems appropriate under a task order, so long as the services are within the scope of and are subject to the terms, conditions and limitations of this Contract.

The Contractor will begin to provide particular services described in each task order at such time as shall be agreed upon between the parties. The Contractor will perform all such services in a good and workmanlike manner and to the full and complete satisfaction of the State.

1.3 GOALS AND OBJECTIVES

The goals and objectives under this Contract include the following:

To provide applicants to the Water Sector Program with information relative to the sufficiency of the rates charged by the applicant as required by the Water Sector Program. The rate studies conducted under this Contract are anticipated to be the basis of changes to the rates charged by the water/sewer system applicant.

1.4 PERFORMANCE MEASURES

The performance of this Contract will be measured by the State Program Manager (SPM), who is authorized on behalf of the State to evaluate the Contractor's performance. The performance measures for this Contract shall include the successful performance and completion of the Contractor's obligations as provided in the resulting Contract and in each individual task order. Task orders will be monitored monthly to measure progress toward finalizing deliverables.

1.5 MONITORING PLAN

1. The SPM will monitor the services provided by the Contractor and the expenditure of funds under this Contract.
2. The SPM will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.
3. The Contractor will submit various weekly, biweekly, and monthly reports to the SPM as specified in the Scope of Services, and any directions from the SPM.
4. The SPM will work to ensure all deliverables are delivered by the Contractor on or before the time scheduled for completion.

5. The SPM will be responsible for review and acceptance of deliverables.
6. The SPM will provide oversight of the implementation of the Scope of Services to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of the Program.

1.6 CONTRACTOR TASKS AND RESPONSIBILITIES

See Attachment 1.

1.7 DELIVERABLES

This Contract will be considered complete when the Contractor has delivered and State has accepted all deliverables specified in this Contract or added via task order assigned by the SPM.

1.8 SUBSTITUTION OF KEY PERSONNEL

Personnel identified in the proposal and other key personnel, including the Contractor's Program Director, assigned during the term of this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is proposed. In the event that any Contractor personnel become unavailable due to resignation, illness or other factors which are beyond the Contractor's reasonable control, (excluding assignment to a project outside this Contract), the Contractor shall provide an equally qualified replacement in time to avoid delays in services or deliverables specified by this Contract or by the State Program Manager (SPM). The Contractor will make every reasonable attempt to assign the personnel listed in the submitted proposal.

The Contract will be considered complete when the Contractor has delivered and the State has accepted all deliverables specified in the Contract or added via work assigned by the SPM.

2. ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

The Contract shall begin on _____ and shall end _____, unless terminated earlier in accordance with the provisions herein. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) and/or other approval authorized by law shall be obtained. Written evidence of JLCB approval shall be submitted, along with the Contract amendment, to the Office of State Procurement (OSP) to extend the Contract term beyond the initial 3-year term. The total Contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

2.2 STATE FURNISHED RESOURCES

The State shall appoint a principal point of contact, a State Program Manager (SPM), for this Contract. The SPM will provide oversight of activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned SPM shall be the principal point of contact for the Contractor's performance under this Contract. The State may require the Contractor to utilize state furnished e-mail addresses for all activities conducted in association with the Program and require all or a portion of the electronic data and documents to be stored in State owned or

controlled systems. The State may require that any website domains, phone numbers, and post office boxes utilized in connection with the Program be provided by the State or be assigned to the State or its designee at the termination of this Contract.

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State, upon request, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with 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 termination or expiration of this Contract. Cost incurred by the Contractor to compile and transfer information for return to the State shall be billed on a time and materials basis, subject to the maximum amount of this Contract.

2.3 SECURITY

Contractor's personnel and subcontractors shall always comply with any applicable security regulations in effect at the State's premises, and externally for materials belonging to the State or to the Program. The State is responsible for providing written copies of the State's security regulations to the Contractor. The Contractor is responsible for reporting any known breach of security to the State promptly.

Contractor shall monitor the effectiveness of all required and agreed upon production security controls and promptly notify the State's information security team as soon as becoming aware of an actual or suspected:

- system or application compromise; or
- control failure; or
- unauthorized access or modification of a State system, application, data, content, or service.

Note: State Information Security Policy located at the link below:

<http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>

2.4 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor's federal tax identification number is _____, DUNS number _____, and state tax identification number _____. Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven (7) days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

3. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of 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 this 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 this Contract, is obtained from other public agencies, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the State. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information concerning this project without prior express written approval of the State.

4. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

The Contractor will not be paid more than the maximum amount of this Contract. In consideration of the services required by this Contract, State hereby agrees to pay to Contractor a maximum amount of \$_____.

4.1 PAYMENT TERMS

Invoices shall be submitted on a deliverable completion basis using a standard invoice format provided by the State and in accordance with Attachment II. Invoices shall be organized so that services associated with individual task orders are clearly identified in separate detailed listings of charges

Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment, and payroll records, or other acceptable evidence of the actual cost of the ODC. The Contractor shall not attach any fee or other "mark-up" to any ODC. The SPM must approve all ODC's prior to cost being incurred.

Payment of invoices must be approved by the SPM and the Financial Manager of the State or designee. The State will make every reasonable effort to make payments within thirty (30) business days of invoice receipt. If invoices are disputed or clarifications are required, the State will notify the Contractor of its questions and the Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

It is understood that should Contractor fail to submit invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under this Contract or in quantum meruit, unless an exception is granted by the SPM prior to the end of the sixty (60) day period. Any exception granted by the SPM may include a twenty-five percent (25%) reduction to the amount of the invoice submitted late.

Invoices shall be submitted to Office of Community Development, P.O. Box 94095, Baton Rouge, LA 70804-9095.

Prohibition against Advance Payments: No compensation or payment of any nature will be made in advance of services actually performed and/or supplies furnished.

4.3 NO GUARANTEE OF QUANTITIES

The scope and quantities referenced in the Contract are estimated to be the amount needed. The State does not obligate itself to contract for or to accept more than its actual requirements during the period of this Contract, as determined by actual needs and availability of appropriated funds. The State reserves the right to increase or decrease quantities, as appropriate, at the prices stated in the Contract. Contractor has no right to any amount of work to be assigned under this Contract.

4.4 PENALTIES

For each deliverable due date in a work order agreed to by SPM and Contractor, a penalty of \$100 per day will be assessed for each business day that the deliverable in a task order exceeds the agreed upon due date. The penalty will be assessed against accounts payable to the Contractor under this Contract. The penalty shall be limited to the dollar amount for the deliverable delayed, agreed to by both the Contractor and the State, or \$5,000, whichever is less. In the event that penalties exceed payments due to the Contractor, the Contractor shall remit the balance to the State. The Contractor shall not be assessed a penalty for delays due to circumstances not subject to its control.

Penalties under this Section are for performance purposes and do not represent any form of damage payment.

5. TERMINATION

5.1 TERMINATION FOR CAUSE

The State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of this Contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by this Contract on the open market and to charge the Contractor with cost in excess of the Contract price. Until such assessed charges have been paid, no subsequent offer from the defaulting Contractor will be considered.

Contractor may terminate this Contract for cause based upon the failure of State to comply with the terms and/or conditions of the Contract, provided that the Contractor shall give the State written notice specifying the State's failure. If within thirty (30) days after receipt of such notice, the State 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 Contractor may, at its option, place the State in default and this Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default

and may cause cancellation of this Contract. Contractor shall be paid for all authorized services properly performed prior to termination.

Any payment to Contractor shall be limited to the compensation provided in this paragraph. Contractor shall not be entitled to any other compensation, lost profits, lost revenue or damages.

5.2 TERMINATION FOR CONVENIENCE

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

Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by this Contract. Contractor shall not be entitled to any other compensation, lost profits, lost revenue or damages.

5.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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 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. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

6. INDEMNIFICATION

6.1 GENERAL INDEMNITY LANGUAGE

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State of Louisiana, all state Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against all suits, claims, actions, damages, expenses and liability of every name and description relating to personal injury or death of any person and damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Contractor, its agents, employees, servants, partners or subcontractors, without limitation, 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, all state Departments, Agencies, Boards, Commissions, its 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 the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

6.2 INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Authorized User's unauthorized modification or alteration of a Product; (ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; and (iii) Authorized User's use in other than the specified operating conditions and environment.

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

Neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

7. CONTRACT CONTROVERSIES

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

8. FUND USE

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

proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

9. ASSIGNMENT

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

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.

10. RIGHT TO AUDIT

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including U.S. Treasury and its Office of Inspector General, the Comptroller General), the Division of Administration, the State or others so designated by them, and any other duly authorized agencies of the State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records for a period of five (5) years after the closeout of State's federal grant(s) providing the funds for the Contract. Contractor will be notified of the grant closeout date by State.

Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within thirty (30) days thereafter issue a remittance to the State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

Failure of the Contractor and/or its subcontractor to comply with the above audit requirements will constitute a violation of this Contract and may, at the State's option, result in the withholding of future, payments and/or return of funds paid under this Contract.

11. CONTRACT MODIFICATION

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

12. SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of neither the Contractor nor the subcontractor to the State and/or Agency for any breach in the performance of the Contractor's or subcontractor's duties.

Contingent on verification that no subcontractor has been debarred, the State hereby approves the following subcontractors to provide or perform any part of the services under the Contract as provided for in the Proposal:

(Insert list of subcontractors)

Subcontracts shall not include language which restricts the Contractor's obligation to pay for services performed or materials provided under a subcontract to when the Contractor has been paid under this Contract, except for circumstances where the reason for the lack of payment to the Contractor is due to deficient performance or lack of performance by the particular subcontractor from which the Contractor seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Contractor shall not enforce such language.

Contract is binding on any of the parties.

13. COMPLIANCE WITH LAWS

The Contractor and its subcontractors shall 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 Veterans' 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; Section 109 of the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990 as well as all applicable provisions not mentioned are deemed inserted herein.

The Contractor and its subcontractors shall not discriminate unlawfully in its employment practices, and will perform its obligations under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities or age.

Any act of unlawful discrimination committed by the Contractor or its subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract or other enforcement action.

14. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. R. S 39:1602.1, for any Contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any subcontractor shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

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

15. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age

under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

16. GENERAL COMPLIANCE

The Contractor will comply with all applicable federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars, <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

17. FINANCIAL MANAGEMENT

Contractor shall agree to comply with 2 CFR §200 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Indirect costs may not be charged under this Contract.

18. DOCUMENTATION AND RECORD KEEPING

The Contractor shall maintain all records required by the federal regulations specified in 2 CFR §200 that are pertinent to the activities to be funded as proposed. The Contractor is responsible for having all subcontractors maintain all records required by the federal regulations specified in 2 CFR §200, which are pertinent to the activities to be funded as proposed.

The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Contract for a period of five (5) years after closeout of the State's federal grant(s) providing the funds for this Contract. Contractor will be notified of the grant closeout date(s) by the State. The Contractor is responsible for having all subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for this same period.

Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

19. PROHIBITED ACTIVITY

Contractors are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The Contractor is responsible for ensuring that all subcontractors understand and comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

19.1 HATCH ACT

Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

20. CONFLICT OF INTEREST

In accordance with the conflict of interest provisions and other related regulations contained in 24 CFR §570.611, 24 CFR §84.42, and 24 CFR §570.603, the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge no member, officer, or employee of Contractor, or agents, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Contract during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Program or Contract or in any activity or benefit, which is part of this Contract. Similarly, the Contractor should have no conflicts of interest with respect to any litigation or administrative proceedings involving HUD, the State or other CDBG grantees whether as a party, representative, or in another capacity.

However, upon written request of Contractor, the State may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by Contractor, which would, in any way, permit a violation of state or local law or any statutory or regulatory provision.

21. LABOR STANDARDS

Contractor shall agree to comply with the requirements of 29 CFR Part 5 and 29 CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity"; Copeland "Anti-Kickback" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), 24 CFR 570.603, and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract.

22. ENVIRONMENTAL CONDITIONS

Contractor shall comply, insofar as they apply to the performance of this Contract, with all applicable environmental standards, orders or regulations issued pursuant to HUD Environmental Review Procedures, 24 CFR Part 58. Contractor shall also comply with the Clean Air Act (42 U.S.C. 7401 et seq.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The State recognizes that the Contractor is not responsible for environmental or safety compliance that grant recipients and their Contractors may be subject to that are outside of the scope of services to be conducted under this Contract.

23. HISTORIC PRESERVATION

Contractor shall assist the Office of Community Development in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), E.O. 11593 (identification and

protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

24. UNIFORM RELOCATION ACT

Contractor will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federal-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

25. CLOSE-OUTS

Contractor shall agree to comply with the requirements of 24 CFR §570.509 for project closure. Contractor's obligation to the State shall not end until all close out requirements are complete. These may include but are not limited to:

1. Final performance or progress report
2. Final request for payment
3. Federally-owned property report
4. Disposing of program assets

26. INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

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

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

Minimum Scope and Limits of Insurance

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

Before any work is commenced, the Contractor shall maintain during the life of the contract Workers' Compensation Insurance for all of the Contractor's employees employed in the performance of the

Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: 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.

The Contractor shall maintain during the life of the Contract the Commercial General Liability Insurance described above which shall protect her/him during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by herself/himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall include the State as additional insured for claims arising from or as the result of the operations of the Contractor or its Subcontractors.

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.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and accepted by the State. The Contractor shall be responsible for all deductibles and self-insured retentions.

26.1 OTHER INSURANCE PROVISIONS

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

- 1) **Commercial General Liability, Automobile Liability Coverages** – the State, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the 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 the State.

The Contractor's insurance shall be primary with respect to the State, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the State shall be excess and non-contributory of the Contractor's insurance.

- 2) **Workers' Compensation and Employers Liability Coverage** – To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the State, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the State.

- 3) **All Coverages** – All policies must be endorsed to require thirty (30) calendar days written notice of cancellation to the State. Ten (10) calendar day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor’s policy. In addition, Contractor is required to notify the State of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the State to require proof of compliance, or the State’s acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

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

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

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

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

- 5) **Verification of Coverage** - Contractor shall furnish the State with certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the State before work commences and upon any Contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana
Office of Community Development, Its Officers, Agents, Employees and Volunteers
P.O. Box 94095
Baton Rouge, La 70804
RFP #107040-02

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

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

- 6) **Subcontractors** - Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. Exceptions to the insurance requirements prescribed herein may be made with the written approval of the State. Contractor shall furnish the State with certificates reflecting proof of required coverage for all first tier subcontractors. The State reserves the right to request copies of all subcontractor's certificates at any time.
- 7) **Workers Compensation Indemnity**- In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

27. SECTION 3 COMPLIANCE IN EMPLOYMENT AND TRAINING

Not applicable to this contract.

28. APPLICABLE 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 Procurement (if applicable); and this Contract. Exclusive venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

29. DRUG-FREE WORKPLACE REQUIREMENT

At the time of execution, Contractor and, each tier of subcontractors, certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701).

30. OWNERSHIP OF DOCUMENTS

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contractor to the State at termination or expiration of this Contract. Cost incurred by Contractor to compile and transfer information for return to the State shall be billed on a time and materials basis and is subject to the maximum amount of this Contract. Software and other materials owned by Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor. The State will provide specific project information to Contractor necessary to complete services described herein.

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State and shall be returned by Contractor to the State, upon request, at termination, expiration or suspension of this Contract. Contractor may retain a copy of its work product, subject to the requirements of the Confidentiality of Data Section.

31. DELAY OR OMISSION

No delay or omission in the exercise or enforcement of any right or remedy accruing to a party under this Contract shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

32. 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 in 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19

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

33. LEGAL AUTHORITY

Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this Contract, receive funds authorized by this Contract and to perform the services the Contractor is obligated to perform under this Contract.

34. ENERGY EFFICIENCY

Contractor shall recognize 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 to the extent applicable to Contractor and its subcontractors. The State will provide such standards and policies to Contractor as a pre-condition of this stipulation.

35. COVENANT AGAINST CONTINGENT FEES

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Contract upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the State shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

36. CODE OF ETHICS/DISASTER RECOVERY CONTRACT PROHIBITIONS

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

In addition to the Louisiana Ethics Code, the Contractor and all its subcontractors must additionally comply with R.S. 42:114.3, which prohibits participation (either directly or through a subcontractor relationship) in the Contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least 5%. Compliance of a subcontractor will be determined based on the value of the Contract between the State and Contractor.

37. SEVERABILITY

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

38. ENTIRE AGREEMENT CLAUSE

This Contract, together with the procurement and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's procurement, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter, superseding all negotiations, prior discussions and preliminary agreements related hereto or thereto. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Contract.

39. ORDER OF PRECEDENCE

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

40. NOTICES

Any notice required or permitted to be given under or in connection with this Contract shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a party in written notice to the other party compliant with this Section.

To OCD:

Executive Director
Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, LA 70804

To Contractor:

41. NO THIRD PARTY BENEFICIARIES

This Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The State and the Contractor are and shall remain the only parties to this Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Contract.

The services under the Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the State and Contractor. This section does not affect the indemnity and insurance obligations under this Contract.

42. PUBLIC COMMUNICATIONS

Contractor shall not issue or participate in any public communications or public meetings or communications with elected officials or their representatives regarding the Program and Contractor's activities under this Contract without the prior consent of the State. All publications, press releases, articles, media requests/interviews or other forms of public communication must be submitted to the State for approval prior to issuance. Furthermore, the Contractor must receive prior written approval from the State prior to participating in oral presentations or presenting/distributing printed materials regarding the Program and/or the Contractor's activities under this Contract at any conferences, symposiums or topical meetings/gatherings of a similar nature.

The Contractor shall coordinate activities regarding the Program with the relevant State personnel, such as, State personnel in policy and resilience programs, environmental, labor, monitoring and compliance, legal and finance sections.

The Contractor shall not have any communication with federal or other state and/or local government agencies or their representatives regarding the Program and/or the Contractor's activities under this Contract without the prior consent of the State.

Any breach of the aforementioned terms and conditions shall constitute grounds for immediate termination of this Contract and the Contractor's forfeiture of outstanding financial obligations pursuant to the Program and the Contractor's activities under this Contract.

43. SAFETY

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1925, shall be observed and

Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

44. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the State and all such rights shall belong to the State.

45. PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either party the Contract shall forthwith be amended to make such insertion or correction.

46. NO AUTHORSHIP PRESUMPTIONS

Each of the parties has had an opportunity to negotiate the language of this Contract in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the party that (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this Contract and any successor to a signatory party.

47. ADVERTISING

The Contractor shall not refer to the Contract or the Contractor's relationship with the State hereunder in commercial advertising or press releases without prior approval from the State.

Under no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the State.

48. WAIVER OF NON-COMPETITION ENFORCEMENT

Contractor agrees to waive enforcement of each and every Contract provision it may have restraining of the Contractor's employees, any tier of subcontractors, or any of their employees, from employment or contracting with the State or any Contractor/subcontractor thereof.

49. 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 and shall not withhold State-owned documents.

50. 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.

51. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

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

52. CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana’s Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor’s employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, “access to State government information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

53. OTHER REMEDIES

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

54. DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The

State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

55. 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 La R.S.39:1595.A(1).

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THUS DONE AND SIGNED by the Parties on the dates set forth below but effective as of the date given above.

By: _____

Name: _____

Title: _____

Date: _____

STATE OF LOUISIANA

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

ATTACHMENT V: FEDERAL COMPLIANCE RIDER/U.S. TREASURY FUNDED ACTIVITIES

STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF COMMUNITY DEVELOPMENT

CONTRACT RIDER FEDERAL COMPLIANCE PROVISIONS

U.S. TREASURY FUNDED ACTIVITIES

The provisions of this contract rider for U.S. Treasury funded activities (“Treasury Rider”) contains contract provisions to be included for goods or services when those goods or services are in whole or in part funded with funds received or administered by the OCD from the U.S. Treasury (“Treasury Grant Funds”). The Treasury Rider forms a part of the contract (“the Contract”) which expressly references and incorporates the Treasury Rider.

The provisions of the Treasury Rider apply to all goods and services funded in whole or in part by Treasury Grant Funds. A contract funded with multiple funding sources may have a separate rider applicable to each funding source (i.e. U.S. Treasury, U.S. Department of Housing and Urban Development, Federal Assistance Management Agency). In the event that multiple funding sources are utilized for payment of the goods and services, each funding source’s compliance provisions must be met.

If the Treasury Grant Funds are subject to a period of performance that concludes prior to the expiration of the Contract, no compensation shall be paid for services funded with Treasury Grant Funds after that period of performance. Contractor shall complete services in a timely fashion as needed by OCD in order to closeout the grant under which the Treasury Grant Funds were provided.

The following provisions apply to all services provided under the Contract for programs funded by grants from the U.S. Treasury in relation to the coronavirus pandemic. In the event that there is conflict between the provisions of the Treasury Rider and the Contract or another federal compliance provision contract rider to the Contract, or if there are inconsistent provisions, the more stringent compliance provision shall apply. All other terms of the Contract remain in full force. Contractor shall require the terms of this rider to include all subcontracts (of any tier), and to bind the subcontractors to the obligations herein.

I. Provisions Required by 2 CFR 200.317:

(A) Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321)

In the hiring of subcontractors, Contractor shall use the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(B) Domestic Preferences for Procurement of Materials (2 CFR 200.322)

Contractor should, to the greatest extent practicable but not in violation of any applicable law or regulation applicable to the Grant Funds or inconsistent with any other provision of the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as provided in 2 CFR 200.322.

(C) Use of Recovered Materials (2 CFR 200.323)

In the performance of this contract, if materials are procured and the price of the item exceeds \$10,000, or if the value of quantity acquired under this Contract or an incumbent contract for the same services in the preceding fiscal year exceeded \$10,000, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. 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>.

II. **Provisions Required by 2 CFR 200 Addendum II (See 2 CFR 200.327)**

(A) **ADMINISTRATIVE, CONTRACTUAL AND LEGAL REMEDIES:** See Contract provisions. No additional requirements.

(B) **TERMINATION FOR CAUSE AND FOR CONVENIENCE:** See Contract provisions. No additional requirements.

(C) **EQUAL OPPORTUNITY:**

If the Contract is a federally assisted construction contract as defined in 41 C.F.R. 60-1.3, during the performance of this Contract, the Contractor agrees to comply with provisions of Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D.) If required by the legislation creating the program or appropriating funds to the Program and if the Contract is a construction contract in excess of \$2,000 the Contractor shall comply with the Davis Bacon Act, as provided in the following provisions as required by 29 CFR 5.5(a)(1)-(10)

(E.) If applicable, Contractor agrees to comply with the requirements of Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)).

(F.) Rights to Inventions. Not applicable.

(G.) Clean Air Act and Federal Water Pollution Control 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.

a. The Contractor agrees to report each violation to OCD and understands and agrees that OCD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.

b. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Treasury Grant Funds.

(2) 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.

a. The Contractor agrees to report each violation to OCD and understands and agrees that OCD will, in turn, report each violation as required to assure notification to the U.S. Treasury and the appropriate Environmental Protection Agency Regional Office.

b. The Contractor agrees to include these requirements in each subcontract to be paid in whole or in part with funds from the Treasury Grant Funds.

(H) Debarment and Suspension (Executive Orders 12549 and 12689)

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 this Contract and debarment from future contracts. Contractor shall not employ any sub-contractors pursuant to this contract that are suspended or debarred by any government entity.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Contractor. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OCD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Contractor shall comply with federal statutes required in the Anti-Lobbying Act. The Contractor and each tier of subcontractors shall file the required certification that it will not and has not used federal appropriated funds paid to it under the Contract 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 OCD.

(J) Use of Recovered Materials (2 CFR 200.323)
See Section I(C), above.

(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.
(2 CFR 200.216)

If this Contract involves providing telecommunications and/or video surveillance systems or services, the systems and services provided must be in compliance with the restrictions of 2 CFR 200.216.

Additional Provisions Required by U.S. Treasury grant terms, directives or guidance:

(A) General Compliance Requirement: Contractor agrees to comply with any additional applicable requirements as previously or hereafter enacted in public laws creating the programs or appropriating funds to the programs under which the Treasury Grant Funds have been issued, or as required by the U.S. Treasury in its applicable grant terms, directives, guidance, federal statutes, regulations, rules, executive orders or otherwise with respect to contracts funded with the Treasury Grant Funds, without regard to whether such terms are set forth in this Rider or the Contract.

(B) Reporting: Contractor agrees to comply as directed by OCD to comply with any reporting obligations established by the State and Treasury, including the Treasury Office of Inspector General, as relates to the Treasury Grant Funds, and to comply with applicable data privacy and security requirements.

(C) Maintenance of and Access to Records: Contractor shall maintain records and financial documents sufficient to support eligible uses of Treasury Grant Funds. OCD, the Louisiana Legislative Auditor, and the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations. Records shall be maintained by Contractor a period of five (5) years after all funds have been expended or returned to Treasury.

(D) Contractor shall comply with any applicable provisions of requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

(E) Contractor shall comply with any applicable restrictions on lobbying under 31 C.F.R. Part 21.

(F) Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the Governor's Office of Homeland Security and Emergency Preparedness by the U.S. Department of the Treasury."

(G) Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Contractor shall adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles in the course of performance of this Contract.

(H) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Contractor should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

1.0 FUND USE

Contractor and all subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used federally 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. Contractor and each subcontractor shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award.

2.0 RIGHT TO AUDIT

Contractor shall grant to the OCD, , the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including Treasury, Treasury OIG, GAO and the Comptroller General), the Division of Administration, the OCD or others so designated by them, and any other duly authorized agencies of the State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records during the term of this Contract and for a period of five (5) years after the closeout of the federal grant providing the funds for the Contract. Contractor will be notified of the grant closeout date by OCD. Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

The State may require the Contractor to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls for the Contractor's activities performed under the Contract.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within thirty (30) days thereafter issue a remittance to the State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

Failure of the Contractor and/or its subcontractor to comply with the above audit requirements will constitute a violation of this Contract and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under the Contract.

3.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor and its subcontractors shall abide by the requirements of the following as applicable:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;, as well as all applicable provisions not mentioned are deemed inserted herein.

The Contractor and its subcontractors shall not discriminate unlawfully in its employment practices and will perform its obligations under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of unlawful discrimination committed by the Contractor or its subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract or other enforcement action.

4.0 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

Not applicable to contractors.

5.0 FINANCIAL MANAGEMENT

Contractor shall agree to comply with 2 CFR § 200 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Indirect costs may not be charged under this Contract.

6.0 DOCUMENTATION AND RECORD KEEPING

Contractor shall maintain all records required by the Federal regulations specified in appropriate U.S. Department of Treasury regulations. that are pertinent to the activities to be funded as proposed.

Contractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after the closeout of OCDs federal grant providing the funds for the Contract. The Contractor is responsible for having all subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after the closeout of OCD's federal grant providing the funds for the Contract. Contractor will be notified of the grant closeout date by OCD.

7.0 PROHIBITED ACTIVITY

Contractors are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The Contractor is responsible for ensuring that all Subcontractors understand and comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political

patronage, and nepotism activities.

8.0 HATCH ACT

Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9.0 CONFLICT OF INTEREST

In accordance with the conflict of interest provisions and other related regulations contained 2 CFR 100.318(c) or 2 CFR 200.112., the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge, no member, officer, or employee of Contractor, or agent, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the agreement or in any activity or benefit, which is part of this agreement.

However, upon written request of Contractor, the State may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to the Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by the Contractor which would, in any way, permit a violation of state or local law or any statutory or regulatory provision.

10.0 LABOR STANDARDS

Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity; Copeland "Anti-Kickback" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), 24 CFR 570.603, and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

11.0 CLOSE-OUTS

Contractor shall agree to comply with the federal requirements for project closure. Contractor's obligation to OCD shall not end until all close out requirements are complete. These may include but are not limited to:

- Final performance or progress report
- Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF 271) (as applicable)
- Final request for payment (SF 270) (if applicable)
- Invention disclosure (if applicable)
- Federally-owned property report
- Disposing of program assets

12.0 DRUG-FREE WORKPLACE REQUIREMENT

Contractor and Subcontractors will certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (41 U.S.C. 701).

13.0 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 in 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19

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

14.0 ENERGY EFFICIENCY

Contractor shall recognize 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 to the extent applicable to Contractor and its subcontractors. The OCD will provide such standards and policies to Contractor as a pre-condition of this stipulation.

15.0 SAFETY

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1925, shall be observed and Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

Contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles and that ban text messaging while driving, and to otherwise decrease distracted driving.