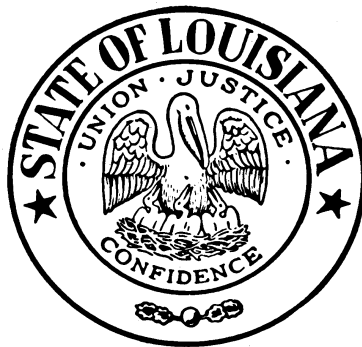


**REQUEST FOR PROPOSALS**  
**DISASTER MANAGEMENT AND RECOVERY CONSULTANTS**  
**FOR**  
**STATE OF LOUISIANA**  
**THE OFFICE OF RISK MANAGEMENT**



**RFP #: 2017 DISASTER MGMT**  
**PROPOSAL DUE DATE/TIME: MAY 5, 2017**

**Release Date: March 29, 2017**

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**REQUEST FOR PROPOSALS  
FOR  
DISASTER MANAGEMENT AND RECOVERY CONSULTANTS**

**PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Background**

The State of Louisiana, because of its coastal exposure, is particularly vulnerable to catastrophic weather events which has resulted in several Presidentially-declared disasters in the last 12 years. The State owns approximately 9,500 buildings and leases approximately 2,500 more. These properties, along with other movable property, such as equipment and automobiles, are susceptible to damages from catastrophic events. The Office of Risk Management (ORM) provides insurance coverage for these properties, and upon designation by the Commissioner of Administration, serves as the sub-recipient for all State agencies receiving assistance from the Federal Emergency Management Agency (FEMA) as the result of damage to state owned property, infrastructure or other assets.

Federal funding associated with Presidentially-declared disasters involve complex regulations and compliance requirements. ORM requires assistance with these efforts, but in the wake of a disaster, does not have sufficient time to complete a Request for Proposals process. Therefore, ORM is seeking qualified companies interested in entering into a pre-positioned contract which may be activated by ORM in the anticipation of a Presidentially-declared disaster that affect State owned assets. After activation, services will continue through FEMA close-out, at which time the contract may become dormant until a subsequent event requires reactivation.

ORM utilizes a Third-Party Administrator (TPA) to adjust all property claims, including Presidentially-declared disasters and catastrophic events. This would include the development of damage estimates for all insured and non-insured damages. The Contractor is expected to work closely with the TPA in development of the scope of all damages.

**1.1.1 Purpose**

This RFP solicits proposals from qualified companies interested in providing grant management operational assistance and consulting services related to the recovery of funds from FEMA and any other funding sources. This pre-positioned contract awarded under this RFP may be activated by ORM in the anticipation of a Presidentially-declared disaster that may affect State-owned assets.

### 1.1.2 Goals and Objectives

ORM desires to contract with a qualified Contractor who will:

- Provide grant management operational assistance and consulting services in planning and development of recovery strategies, inspecting damages in concert with TPA, preparing and processing requests for recovery under FEMA's public assistance program and/or other available funding sources;
- Provide mitigation and recovery guidance;
- Maximize the State's recovery for damage to State assets from all available funding sources; and
- Ensure compliance with available funding stream requirements.

### 1.2 Definitions

- A. Shall and Will– The terms “shall” and “will” denote mandatory requirements.
- B. Must - The term “must” denotes mandatory requirements.
- C. May and Can- The terms “may” and “can” denote an advisory or permissible action.
- D. Should – The term “should” denotes a desirable action.
- E. Contractor – Any person having a contract with a governmental body; the selected proposer.
- F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this State.
- G. State- The State of Louisiana.
- H. 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.
- I. DOA - Division of Administration
- J. ORM – Office of Risk Management
- K. Proposer – A firm or individual who responds to this RFP.
- L. RFP – Request for Proposal
- M. PW – Project Worksheet

N. RRE – Request For Reimbursement of Funds

O. NFIP – National Flood Insurance Program

P. Client Service Report – A monthly report that describes activities performed by the Contractor towards completion of the Scope of Services (Part II). A sample will be provided in RFP supporting documentation at <http://www.doa.la.gov/Pages/orm/RFP2017DisasterMgmt.aspx>

Q. TPA – Third Party Administrator

R. PA – Public Assistance

S. DAC – Direct Administrative Costs

T. FEMA – Federal Emergency Management Agency

### 1.3 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP release date	March 29, 2017
Non-mandatory pre-proposal telephone conference	April 5, 2017 10:00 a.m. CT
Deadline for receipt of written inquiries	April 14, 2017 4:00 p.m. CT
Issue responses to written inquiries	April 28, 2017
Deadline for receipt of proposals	May 5, 2017 4:00 p.m. CT
Tentative dates of oral presentations	Week of May 22, 2017
Tentative announcement of award of Contractor selection	June 1, 2017
Estimated contract execution	June 15, 2017

**NOTE: The State of Louisiana 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.**

### 1.4 Proposal Submission

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information and should submit the desirable information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 4:00 p.m. Central Time on the

date specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. The proposal package must be delivered at the proposer's expense to:

Farrel Hebert  
State Risk Claims Manager  
Office of Risk Management  
Claiborne Building  
1201 N. Third Street  
Suite G-192  
Baton Rouge, LA 70802

For courier delivery see the physical address above. ORM's main phone number is 225-219-0168. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. Proposers should be aware that the USPS does not deliver directly to the ORM office thus additional transit time should be allowed for.

If delivering proposals, Proposers should allow additional time for security clearance and access into the building and ORM offices. Proposers are solely responsible for ensuring their proposal is delivered at the specified place and prior to the deadline for submission. **Proposals received after the deadline, for any reason, will not be considered.**

#### **1.4.1 Mandatory Qualifications for Proposer**

1. Proposer must have experience in managing the recovery efforts under FEMA's public assistance program for the State of Louisiana **OR** at least one (1) public entity of similar size, or larger, and complexity to the State of Louisiana. The proposer must provide a list of current or previous contracts and references for those contracts for verification.
2. The Proposer must provide paper copies of, or an internet link to, two (2) years of annual financial statements, beginning with the most recently completed year (audited if available). The financial statements should be detailed enough for ORM to analyze and assess the Proposer's financial position. Financial statements of the parent company are acceptable. If a parent company's financial statements are submitted, an official document(s), such as an annual report or a Secretary of State registration, must also be submitted.
3. Proposer must identify the relevant software product(s) to be used to manage FEMA grants and describe their experience and proficiency in using them.
4. Proposer must guarantee that it has a secure, web-based disaster management system document storage system with reporting capabilities for the tracking of PWs and other related documents, with secure backup. Proposer must comply with the State's IT department requirements to ensure that security and confidentiality are maintained.

Proposer must identify and describe the capabilities of the system. Proposer must be prepared to demonstrate their system upon request.

#### 1.4.2 Desirable Qualifications for Proposer

1. Employees or subcontractors who are NFIP-certified are desirable because of the inter-relationship between insurance coverages for flood and wind and how they correspond to recovery claims that are made through FEMA's Stafford Act. Proof of certification should be included with staff resumes.
2. The Proposer shall have representatives at the disaster site within 72 hours after a request for services has been made. This timeframe may be extended by ORM should there be issues with access to State property. This request for services by ORM will activate the contract. The successful proposer will sign a warranty statement as part of contract execution that it will deploy the necessary resources to meet the State's needs, especially in the event of a multi-state disaster. The proposal should include adequate explanation of how the proposer will organize and respond within 72 hours of notice.
3. Proposer should supply a roster with resumes of those key individuals that would be involved in this deployment.
4. Upon activation of contract, ORM prefers that the Proposer establish an office within a 100-mile radius of Baton Rouge. The proposal should include adequate explanation addressing this request.

#### 1.5 Proposal Format

- A. **Cover Letter:** A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer. The letter should also include the following:
- A brief statement of the Proposer's understanding of the scope of services to be performed;
  - A confirmation that the Proposer has not had a record of substandard work within the last five years;
  - A confirmation that the Proposer has not engaged in any unethical practices within the last five years;
  - A confirmation that, if awarded the contract, the Proposer acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
  - Any other information that the Proposer deems appropriate;
  - The name and signature of an individual authorized to sign on behalf of the Proposer.



**B. Table of Contents:** The proposal should be organized in the order contained below in items C. through J.

**C. Executive Summary:** This section serves to introduce the scope of the proposal. It shall contain administrative information including, , Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet ORM'S overall requirements in the timeframe required.

It should include a positive statement of compliance with the contract terms (See attachment II). The proposer should submit language or terms that its company may seek to add or change to the boilerplate provisions. Final contract language will be resolved during the contract negotiations, the intent of these provisions will not be substantially altered.

**D. Mandatory and Desirable Requirements:** Proposer should clearly describe their ability to meet or exceed the mandatory and desired qualifications described in Sections 1.4.1 and 1.4.2 respectively.

**E. Company Background and Experience:** Proposers should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, size, scope, capability and areas of specialization. The proposer should identify the parent corporation or other entities with a significant financial interest in the proposer.

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/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposer's financial statements will be utilized for a financial viability analysis. If the Proposer did not submit audited financial statements, then additional documents should be provided to support the Proposer's ability to fund an immediate start-up if the contract is activated. Documents may include, but not be limited to, recent bank statements, letter from bank verifying lines of credit, and most recent years' tax returns.

If the Proposer plans to use subcontractors, the Proposer should provide the same information for each subcontractor as was requested of the Proposer.

**F. Approach and Methodology:** Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate

experience, knowledge, and qualifications to perform the scope of services as described herein. The proposal should include:

- The Proposer's understanding of the nature of the project and how its proposal will best meet the needs of ORM.
- A description of the Proposer's approach to project management, quality assurance, and compliance.
- Approaches and methodologies for delivering the project including proposed organizational structure and staffing strategies, i.e. use of job classifications to optimize cost and quality.

**G. Staff Qualifications:** The Proposer should provide detailed information about the experience and qualifications of the Proposer's personnel considered key to the success of the project. A list of job titles and desirable qualifications is included, Attachment IV.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

**H. Cost Proposal:** The Proposer shall complete the included Cost Proposal, Attachment III, in its entirety.

Costs proposed shall be inclusive of all charges and compliant with FEMA Direct Administrative Costs (DAC) guidelines (Public Assistance Program and Policy Guide FP 104-009-2, amended January 2016 [https://www.fema.gov/media-library-data/1456167739485-75a028890345c6921d8d6ae473fbc8b3/PA\\_Program\\_and\\_Policy\\_Guide\\_2-21-2016\\_Fixes.pdf](https://www.fema.gov/media-library-data/1456167739485-75a028890345c6921d8d6ae473fbc8b3/PA_Program_and_Policy_Guide_2-21-2016_Fixes.pdf))

No additional expenses of any sort will be paid separately under the contract. Only time properly billed and approved by ORM will be paid. Contractor shall be paid only after activation of contract and initial deployment and set-up has occurred at the site designated by ORM. Travel time and expense and set-up costs for the initial deployment and set-up will be borne by the Contractor.

The State will not supply facilities, equipment, and supplies for the successful Proposer. The cost of these items will be borne by the Contractor.

- J. **Certification Statement:** The Proposer must sign and submit the Certification Statement, Attachment I.
  
- H. **Electronic Vendor Payment Solution:** The Proposer must sign and submit the Electronic Vendor Payment Solution form, Attachment VI.

### **1.5.1 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 copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

### **1.5.2 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.

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

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State.

The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the

intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior expressed written approval of ORM.

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

## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Pre-proposal Conference**

A non-mandatory pre-proposal telephone conference will be held as shown in the Schedule of Events. The call-in information is below:

(888) 557-8511

Access Code: 5825395#

Security Code: 1967#

The purpose of the telephone conference shall be for proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative call into the pre-proposal telephone conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Therefore, potential proposers should submit all questions in writing even if an answer has already been given to an oral question. After the telephone conference, questions will be researched and the official responses will be posted as an addendum at <http://www.doa.la.gov/Pages/orm/RFP2017DisasterMgmt.aspx>

### **1.7.2 Proposer Inquiries**

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

Farrel Hebert, State Risk Claims Manager

225-342-8424 Phone

225-342-8473 Fax

[Farrel.Hebert@la.gov](mailto:Farrel.Hebert@la.gov)

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 4:00 pm CT on the date specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and <http://www.doa.la.gov/Pages/orm/RFP2017DisasterMgmt.aspx>

Only Farrel Hebert, or his designee, 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.

#### **1.8 Errors and Omissions in Proposal**

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

#### **1.9 Changes, Addenda, Withdrawals**

State shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> and <http://www.doa.la.gov/Pages/orm/RFP2017DisasterMgmt.aspx>. It shall be the responsibility of the proposer to check the website for addenda to the RFP, if any.

#### **1.10 Withdrawal of Proposal**

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

#### **1.11 Waiver of Administrative Informalities**

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

#### **1.12 Proposal Rejection/RFP Cancellation**

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

### **1.13 Ownership of Proposal**

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

### **1.14 Cost of Offer Preparation**

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

### **1.15 Taxes**

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

### **1.16 Determination of Responsibility**

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

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

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

### **1.17 Use of Subcontractors**

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

If the proposer intends to subcontract for portions of the work, the proposer shall identify any subcontractor relationships and include specific designations of the

tasks to be performed by the subcontractor. The proposal should contain sufficient information about the role and qualifications of subcontractors for the State to adequately evaluate and score the proposal. Failure to provide such information could negatively impact scores.

The prime contractor shall be the single point of contact for all subcontract work.

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

## **1.18 Written or Oral Discussions/Presentations**

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet ORM's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. Scores may be adjusted using the original evaluation criteria.

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

The State reserves the right to conduct a BAFO with one or more proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the state in clarifying the scope of services or to obtain the most cost effective pricing available from the proposers. After the BAFO submissions, the amended sections are then re-evaluated and re-scored according to the evaluation process defined in the RFP.

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

## **1.19 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.

## **1.20 Evaluation and Selection**

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

### **1.21 Contract Award and Execution**

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

The State shall reserve the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment II. Deviations from the boilerplate language may affect scoring. Additions to the boilerplate provisions may be negotiated after the award. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) business days, the State may elect to cancel the award and award the contract to the next highest-ranked proposer.

### **1.22 Notice of Intent to Award**

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

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

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

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 calendar days after the award has been announced by the agency.

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

### **1.23 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity shall be authorized to reject a proposal from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the



laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

#### **1.24 Insurance Requirements**

Refer to Attachment V, Insurance Requirements for Contractors.

#### **1.25 Force Majeure and Indemnification**

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, 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.

Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment

bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **1.26 Copyright Infringement**

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

## **1.27 Payment**

Billing and payment will be made by monthly invoicing per event, based on completion of the Scope of Services. Client Service Reports, per event, will provide details on the progress made toward completion of those services. The

hourly rates to be charged are shown in Cost Proposal, Attachment III of this RFP or lower rates as may be negotiated.

The Contractor shall invoice ORM directly and payment shall be made by ORM directly to the Contractor in accordance with the payment terms agreed to in the executed contract. Contractor will not be paid more than the maximum amount of the contract.

#### **1.27.1 Electronic Vendor Payment Solution**

The State desires to make payment to the awarded Proposer(s) electronically. The methods of payment may be via EVP, a method that converts check payments to a Visa credit card account with unique security features and electronic remittance notifications, or via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment VI for additional information regarding electronic payment methods and registration.

### **1.28 Termination**

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

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

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

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

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

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

The continuation of this 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.

### **1.29 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.

### **1.30 Audit of Records**

It is hereby agreed that ORM, the Louisiana Division of Administration, GOHSEP, the Legislative Auditor of the State of Louisiana, DHS, FEMA, Office of Inspector General (State and DHS), DHS/FEMA monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Contractor and/or its subcontractors that relate to this Contract at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing Contractor or sub-contractor, as appropriate, with reasonable advance notice. Contractor shall maintain all records and accounts for a period of a minimum of five (5) years from the date of FEMA closeout.

### **1.31 Civil Rights Compliance**

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

### **1.32 Record Ownership**

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

### **1.33 End of Contract Transition**

Upon termination, regardless of the reason for or type of termination, the Contractor agrees to transfer to the party designated by the State, at no cost, all data, records, computer files, other files, and materials of any sort that were maintained for the State. The Contractor shall cooperate with the State and any new contractor during the transition of the contract to a new contractor. Upon request by the State, the Contractor shall provide all State information maintained by the Contractor in a time frame approved by the State Risk Claims Manager. Information provided via tape or other electronic transfer shall be in a format approved by the State Risk Claims Manager and shall include, but not be limited to file layouts and legends. The Contractor shall provide such explanation of the information provided as to facilitate a smooth transition.

### **1.34 Entire Contract / Order of Precedence**

This 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 incorporated herein by reference, shall constitute the entire contract 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.

### **1.35 Contract Changes**

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 contract not incorporated in the contract shall be binding on any of the parties.

### **1.36 Staff Assignments and Substitution**

Contractor will conduct background checks on all personnel involved in these services. In the event that any of the Contractor's key personnel or other personnel assigned to this project become unavailable due to resignation, illness, or other factors 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 key personnel listed in his proposal.

### **1.37 Governing Law**

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

### **1.38 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.

### **1.39 Code of Ethics**

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

### **1.40 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 Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

### **1.41 Outsourcing of Key Internal Controls**

Not applicable to this contract.

### **1.42 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. 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 vendor is also an incumbent vendor, the State and the incumbent vendor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent vendor and/or its representative(s) discuss the blacked-out procurement.

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

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

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

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671 or LAC 34:V.145.A.8;
2. Duly noticed site visits and/or conferences for bidders or proposers;
3. Oral presentations during the evaluation process;
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

### **1.43 Commissioner's Role**

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this RFP, any proposer and/or any subcontractor of a Proposer shall not be deemed a conflict of interest when the Commissioner is

discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

## **PART II: SCOPE OF SERVICES**

### **2.1 Overview**

To provide ORM with grant management operational assistance and consulting services related to the recovery of funds from FEMA and any other funding sources

### **2.2 Period of Contract**

This pre-positioned contract shall begin on June 1, 2017 and shall end on May 31, 2020.

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 this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

This contingency contract may be activated by ORM in anticipation of a Presidentially-declared disaster that may affect State-owned assets.

### **2.3 Tasks and Services**

The Contractor will provide the following tasks and services:

1. Provide management and oversight of Contractor's team to assure a high degree of individual performance and compliance with all applicable state and federal laws and regulations and to provide daily coordination with ORM's designated contract monitor.
2. The Contractor is expected to work closely with the TPA in development of the scope of damages sustained by the State after the inception date of this contract.
3. Utilize the scope of damages in the development of the FEMA project worksheets. Coordinate and manage the documentation required by FEMA and/or other funding sources to identify costs for insurable and non-insurable damages, hazard mitigation, project development and direct administrative costs, where applicable.



4. Contractor will provide Public Assistance (PA) Grant Monitor/Disaster Recovery Specialists to inspect damaged property along with ORM's TPA's insurance adjusters to establish the scope of damage for both insurable and uninsurable damages.
5. The contractor will conduct a cost analysis to validate Project Worksheet (PW) amounts claimed for FEMA eligible damages as needed in the event of cost discrepancies.
6. Assist ORM in the preparation, review and submission of PWs for the FEMA PA program.
7. Provide to ORM the services needed to support FEMA claims for damages to uninsured State property. These might include the services of an architect, engineer, construction project manager, designer or cost estimator, among others.
8. Review and make recommendations regarding usage of technical data prepared by engineers, environmental experts, historical preservation experts and others that are involved in the formulation of FEMA project worksheets. These would include, but not be limited to construction cost analysis, insurance, construction contract compliance, clearances, permits, payments for permanent work and advice on alternate and improved projects.
9. Coordinate the routing of documents to State agencies, GOHSEP and FEMA for review and signatures to facilitate the progress of projects and reimbursements.
10. Obtain, validate and store all documentation related to FEMA PWs, <https://www.fema.gov/media-library/assets/documents/30257> bid documentation, contracts, requests for reimbursements, reimbursements, and other related documentation. All documentation will be validated for compliance with State and FEMA guidelines. Contractor will review the damages to determine whether they are insurable or non-insurable, and/or FEMA eligible.
11. Provide program guidance to ORM on all aspects of debris removal.
12. Identify hazard mitigation opportunities, and then assist ORM in the submission of the grant requests to FEMA.
13. Consult with State architects and engineers regarding project eligibility for improved and alternate projects.

14. Confer with ORM throughout the various phases of the FEMA public assistance program to ensure compliance with Federal and State codes and regulations.
15. Provide assistance with FEMA appeals.
16. Assist ORM in all related FEMA public assistance activities, including but not limited to, reconciliation of PW's, requests for reimbursements, and close out documents. The PW close out documents must include, but is not limited to: PW close out version request, Reimbursement Request Forms (RRF), PW, procurement information, photos, invoices/cancelled checks and direct administrative costs.
17. Provide assistance with FEMA closeouts.
18. Advise agencies on strategy formulation for the recovery of Project Management fees incurred by State agencies.
19. Provide consulting services regarding all grant programs listed under the Stafford Act <http://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended> and any other sources of funding including, but not limited to insurance and State capital outlay.
20. Assist the State's legal representative in any litigation as needed to maximize the State's recovery from a catastrophe.
21. Review procurement records to verify compliance with State and Federal procurement regulations.
22. Attend site visits and meetings with State agencies and FEMA to provide assistance to State agencies in the development of FEMA PWs.
23. Develop strategy for the application of insurance proceeds from the State's insurance program to maximize FEMA participation.
24. Manage, coordinate and document other issues that may arise from a disaster as specifically requested by ORM.
25. Provide reports, verbal or written, as requested by ORM.
26. Assist ORM with the filing of FEMA required reports on the progress of FEMA eligible repairs.
27. Provide consultative services to State agencies regarding FEMA's flood program as needed.

28. Provide a secure, web-based document storage system with reporting capabilities for the tracking of PWs and other related documents with secure backup. Must work with the State's IT department and comply with the requirements established by that department to ensure security and confidentiality are maintained.

**2.4 Deliverables**

Contractor shall provide the following deliverables:

- a. Submission of monthly Client Service Reports.
- b. Submission of PW close-out documentation needed for submission to FEMA.
- c. Submission of progress reports on the status of PWs being developed by the Contractor, frequency to be determined by ORM.
- d. Other deliverables as may be negotiated.

**2.5 Scope of Work Elements**

NOT APPLICABLE TO THIS CONTRACT

**2.6 Technical Requirements**

NOT APPLICABLE TO THIS CONTRACT

**2.7 Project Requirements**

Attachment IV outlines and describes the job classifications needed for this RFP.

**PART III: EVALUATION**

Proposals that pass the Section 1.4.1 Mandatory Qualifications review will be evaluated based on information provided in the proposal.

The evaluation team will evaluate and score the proposals using the criteria and scoring as follows:

<b>CRITERIA</b>	<b>MAXIMUM SCORE</b>
1. Company Background, Experience, and Financial Statement Review	<b>300</b>
2. Approach and Methodology	<b>200</b>
3. Staff Qualifications and Experience	<b>250</b>

4. Cost	<b>250</b>
<b>TOTAL SCORE</b>	<b>1000</b>

**3.1 Cost Evaluation**

The Proposer with the Lowest Weighted Average rate per hour shall receive 250 points. Other proposers shall receive cost points based upon the following formula.

$$PCS = (LWA/PWA \times 250)$$

Where: PCS = Proposer’s Computed Cost score (points)  
LWA = Lowest Weighted Average Rate Per Hour of all proposers  
PWA = Proposer’s Weighted Average Rate Per Hour

**PART IV: PERFORMANCE STANDARDS**

**4.1 Performance Requirements**

A contract monitor for ORM will be appointed. The performance measures for this contract shall include the successful performance and completion of the Scope of Services for each Presidentially-declared disaster impacting the State.

**4.2 Performance Measurement/Evaluation**

ORM will monitor the services provided and the expenditures of funds under this contract. ORM’s contract monitor, or his or her designee, will be responsible for routine contact with the Contractor and the monitoring of the Contractor’s performance. Monitoring of performance under this contract will be conducted through tracking of progress through the monthly Client Service Reports as well as through regular meetings between the ORM and the Contractor.

**ATTACHMENT I: CERTIFICATION STATEMENT**

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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)

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

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

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

C. U.S. Mail Address: \_\_\_\_\_

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer. He/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov> .)

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

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

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

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

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

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

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SIGNATURE of Proposer's Authorized Representative

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DATE

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## **ATTACHMENT II: SAMPLE CONTRACT**

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### **STATE OF LOUISIANA CONTRACT**

On this \_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_, the State of Louisiana, The Office of Risk Management, hereinafter sometimes referred to as "ORM", and [*CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE*], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

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

##### **1.1 CONCISE DESCRIPTION OF SERVICES**

Contractor will provide grant management operational assistance and consulting services related to the recovery of funds from FEMA and any other funding sources. This pre-positioned contract will be implemented in anticipation of a Presidentially-declared disaster impacting the State. Contractor shall have representatives at the disaster site within 72 hours after a request for services has been made. This timeframe may be extended by ORM should there be issues with access to State property.

##### **1.2 SCOPE OF SERVICES**

The Contractor will provide the following tasks and services under this contract:

1. Provide management and oversight of Contractor's team to assure a high degree of individual performance and compliance with all applicable state and federal laws and regulations and to provide daily coordination with ORM's designated contract monitor.
2. The Contractor is expected to work closely with the TPA in development of the scope of damages sustained by the State after the inception date of this contract.
3. Utilize the scope of damages in the development of the FEMA project worksheets. Coordinate and manage the documentation required by FEMA and/or other funding sources to identify costs for insurable and non-insurable damages, hazard mitigation, project development and direct administrative costs, where applicable.
4. Contractor will provide Public Assistance (PA) Grant Monitor/Disaster Recovery Specialists to inspect damaged property along with ORM's TPA's insurance adjusters to establish the scope of damage for both insurable and uninsurable damages.

5. The contractor will conduct a cost analysis to validate PW amounts claimed for FEMA eligible damages as needed in the event of cost discrepancies.
6. Assist ORM in the preparation, review and submission of PWs for the FEMA PA program.
7. Provide to ORM the services needed to support FEMA claims for damages to uninsured State property. These might include the services of an architect, engineer, construction project manager, designer or cost estimator, among others.
8. Review and make recommendations regarding usage of technical data prepared by engineers, environmental experts, historical preservation experts and others that are involved the formulation of FEMA project worksheets. These would include, but not be limited to construction cost analysis, insurance, construction contract compliance, clearances, permits, payments for permanent work and advice on alternate and improved projects.
9. Coordinate the routing of documents to State agencies, GOHSEP and FEMA for review and signatures to facilitate the progress of projects and reimbursements.
10. Obtain, validate and store all documentation related to FEMA PWs, <https://www.fema.gov/media-library/assets/documents/30257> bid documentation, contracts, requests for reimbursements, reimbursements, and other related documentation. All documentation will be validated for compliance with State and FEMA guidelines. Contractor will review the damages to determine whether they are insurable or non-insurable, and/or FEMA eligible.
11. Provide program guidance to ORM on all aspects of debris removal.
12. Identify hazard mitigation opportunities, and then assist ORM in the submission of the grant requests to FEMA.
13. Consult with State architects and engineers regarding project eligibility for improved and alternate projects.
14. Confer with ORM throughout the various phases of the FEMA public assistance program to ensure compliance with Federal and State codes and regulations.
15. Provide assistance with FEMA appeals.

16. Assist ORM in all related FEMA public assistance activities, including but not limited to, reconciliation of PW's, requests for reimbursements, and close out documents. The PW close out documents must include, but is not limited to: PW close out version request, Reimbursement Request Forms (RRF), PW, procurement information, photos, invoices/cancelled checks and direct administrative costs.
17. Provide assistance with FEMA closeouts.
18. Advise agencies on strategy formulation for the recovery of Project Management fees incurred by State agencies.
19. Provide consulting services regarding all grant programs listed under the Stafford Act <http://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended> and any other sources of funding including, but not limited to insurance and State capital outlay.
20. Assist the State's legal representative in any litigation as needed to maximize the State's recovery from a catastrophe.
21. Review procurement records to verify compliance with State and Federal procurement regulations.
22. Attend site visits and meetings with State agencies and FEMA to provide assistance to State agencies in the development of FEMA PWs.
23. Develop strategy for the application of insurance proceeds from the State's insurance program to maximize FEMA participation.
24. Manage, coordinate and document other issues that may arise from a disaster as specifically requested by ORM.
25. Provide reports, verbal or written, as requested from ORM.
26. Assist ORM with the filing of FEMA required reports on the progress of FEMA eligible repairs.
27. Provide consultative services to State agencies regarding FEMA's flood program as needed.
28. Provide a secure, web-based document storage system with reporting capabilities for the tracking of PWs and other related documents with secure backup. Must work with the State's IT department and comply with the requirements established by that department to ensure security and confidentiality are maintained.



### **1.3 GOALS AND OBJECTIVES**

- Provide grant management operational assistance and consulting services related to the recovery of funds from FEMA and any other funding sources;
- Provide mitigation and recovery guidance;
- Maximize the State's recovery from all available funding sources; and
- Ensure compliance with available funding stream requirements.

#### **1.3.1. PERFORMANCE MEASURES**

The contract monitor for ORM will be \_\_\_\_\_. The performance measures for this contract shall include the successful performance and completion of the Scope of Services for each Presidentially-declared disaster impacting the State.

#### **1.3.2. MONITORING PLAN**

ORM will monitor the services provided and the expenditures of funds under this contract. ORM's contract monitor, or his or her designee, will be responsible for routine contact with the Contractor and the monitoring of the Contractor's performance. Monitoring of performance under this contract will be conducted through tracking of progress through the monthly Client Service Reports as well as through regular meetings between the ORM and the Contractor.

#### **1.3.3. DELIVERABLES**

The Contract will be considered complete when Contractor has delivered and ORM has accepted all deliverables specified in the Scope of Services and including the following:

- a. Submission of monthly Client Service Reports
- b. Submission of PW close-out documentation needed for submission to FEMA
- c. Submission of progress reports on the status of PWs being developed by the Contractor, frequency to be determined by ORM
- d. Other deliverables as may be negotiated.

#### **1.3.4. SUBSTITUTION OF KEY PERSONNEL**

Contractor will conduct background checks on all personnel involved in these services. In the event that any of the Contractor's key personnel or other personnel assigned to this project become unavailable due to resignation, illness, or other factors 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 key personnel listed in his proposal.

## **2 ADMINISTRATIVE REQUIREMENTS**

### **2.1 TERM OF CONTRACT**

This pre-positioned contract shall begin on June 1, 2017 and shall end on May 31, 2020.

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 this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

This pre-positioned contract may be activated by ORM in anticipation of a Presidentially-declared disaster that may affect State-owned assets.

### **2.2 STATE FURNISHED RESOURCES**

ORM shall appoint a contract monitor for this Contract identified in Section 1.3.2 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned contract monitor shall be the principal point of contact on behalf of ORM and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

Proposer will provide the facility and equipment, supplies and office resources necessary to perform under 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 ORM, upon request, at termination, expiration or suspension of this Contract.

### **2.3 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 \_\_\_\_\_.

## **3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

### **3.1 PAYMENT TERMS**

Billing and payment will be made by monthly invoicing per event based on completion of the Scope of Services. Client Service Reports, per event, will provide details on the progress made toward completion of those services.

The Contractor shall invoice ORM directly and payment shall be made by ORM directly to the Contractor in accordance with the payment terms agreed to in the contract. Contractor will not be paid more than the maximum amount of the contract.

Invoices shall be submitted in a format and with sufficient detail and backup as to allow payment with FEMA funds or reimbursement by FEMA where eligible. Contractor shall also maintain all necessary backup information and documentation as may be required by GOHSEP or FEMA.

Contractor shall be paid upon activation of contract and after initial deployment and set-up has occurred. Travel time and set-up costs for the initial deployment and set-up will be borne by the Contractor.

## **4 TERMINATION**

### **4.1 TERMINATION/SUSPENSION FOR CAUSE (Breach of Contract)**

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) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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

### **4.2 TERMINATION FOR CONVENIENCE**

ORM 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.

### **4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

## **5 Force Majeure and Copyright Infringement**

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

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal

quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

## **6 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.

## **7 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.

Contractor and all Sub-Contractors 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 Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and each Sub-Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

## **8 ASSIGNMENT**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of ORM. 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 ORM.

## **9 AUDIT AND INSPECTIONS**

It is hereby agreed that ORM, the Louisiana Division of Administration, GOHSEP, the Legislative Auditor of the State of Louisiana, DHS, FEMA, Office of Inspector General (State and DHS), DHS/FEMA monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of Contractor and/or its subcontractors that relate to this Contract at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing Contractor or sub-contractor, as appropriate, with reasonable advance notice.

Contractor and its sub-contractors shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by Contractor or sub-contractor, as appropriate.

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

Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a period of five (5) years after closeout of this Contract, and records shall remain available for audit for a period of five (5) years from the date of the last payment made under this Contract.

## **10 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 contract not incorporated in the contract is binding on any of the parties.

## **11 CONFIDENTIALITY OF DATA**

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

protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

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 ORM. 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 to the media concerning this project without prior express written approval of ORM.

## **12 SUBCONTRACTORS**

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

## **13 COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

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

## **14 INSURANCE**

See Attachment V.

## **15 APPLICABLE LAW**

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

**16 CODE OF ETHICS**

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

**17 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.

**18 INDEPENDENT ASSURANCES**

NOT APPLICABLE TO THIS CONTRACT

**19 ENTIRE CONTRACT & ORDER OF PRECEDENCE**

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

**20 ENVIRONMENTAL, CLEAN AIR ACT, CLEAN WATER ACT AND OTHER REQUIREMENTS**

Contractor shall agree to comply, insofar as they apply to the performance of this contract, with all applicable standards, orders or regulations issued pursuant to FEMA Environmental Review Procedures 44 CFR Part 10, as it pertains to the National Environmental Policy Act regulations (43 FR 55978 (1978)), Executive Order 1191, 42 FR 26967 (1977) and the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470); 44 CFR § 13.36 (i) (12) as it pertains to § 306 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The contractor is responsible for ensuring that all subcontractors comply, insofar as they apply to the performance of this contract, with all applicable standards, orders or regulations issued pursuant to FEMA Environmental Review Procedures



44 CFR Part 10, as it pertains to the National Environmental Policy Act regulations (43 FR 55978 (1978)), Executive Order 1191, 42 FR 26967 (1977) and the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470); 44 CFR § 13.36 (i) (12) as it pertains to § 306 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 740J-767Jq) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). 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 (42 U.S.C. 6201) to the extent applicable to Contractor and its subcontractors. ORM will provide such standards and policies to Contractor as a pre-condition of this stipulation.

## **21 ELIGIBILITY STATUS**

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

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).

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.

This certification is a material representation of fact relied upon by the State of Louisiana. 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 the State of Louisiana, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with these requirements throughout the period of the Contract, and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A list of parties who have been suspended or debarred can be viewed at <https://www.sam.gov>.

## **22 DRUG-FREE WORKPLACE REQUIREMENT**

Contractor hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 24 CFR part 21. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between Contractor and any third parties using funds under this Contract in accordance with 48 FAR part 23.500, et seq, and 48 CFR part 52.223-6.

**23 COVENANT AGAINST CONTINGENT FEES AND CONFLICTS OF INTEREST**

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 warranty, the ORM shall have the right to annul this Contract without liability or, in its discretion, to deduct from this 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.

No member, officer, or employee of Contractor, or agents, sub-Contractor, 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 Project or in any activity or benefit, which is part of this Contract.

Contractor shall also comply with the current Louisiana Code of Governmental Ethics, as applicable. Contractor agrees to immediately notify the ORM if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

**24 ANTI-KICKBACK CLAUSE**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

**26 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.

**27 SECTION 109 OF 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

**28 GENERAL COMPLIANCE**

This is an acknowledgement that FEMA financial assistance may be used to fund or reimburse payments under the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

The Contractor and all subcontractors will comply with all applicable Federal, state, and local laws and all applicable Office of Management and Budget Circulars (<http://www.whitehouse.gov/omb/circulars/>)

**29 FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**30 NO OBLIGATION BY FEDERAL GOVERNMENT**

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

**31 DOCUMENTATION AND RECORD KEEPING**

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.

Contractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of three (3) years after final contract payment. 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 three (3) years after final contract payment.

## **32 WARRANTIES**

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the Scope of Services.

Contractor also warrants the following with respect to this Contract:

- Contractor shall have representatives at the disaster site within 72 hours after a request for services has been made. This timeframe may be extended by ORM should there be issues with access to State property. This request for services by ORM will activate the contract.
- Contractor has or can immediately secure the necessary resources to meet the State's needs, even in the event of a multi-state disaster.
- Contractor has sufficient financial resources to initially deploy and continue services within the mandatory delivery timeframes through FEMA close-out of any given disaster.

## **33 END OF CONTRACT TRANSITION**

Upon termination, regardless of the reason for or type of termination, the Contractor agrees to transfer to the party designated by ORM, at no cost, all data, records, computer files, other files, and materials of any sort that were maintained for the State. The Contractor shall cooperate with ORM and any new contractor during the transition of the contract to a new contractor. Upon request by ORM, the Contractor shall provide all State information maintained by the Contractor in a time frame approved by the contract monitor, or his or her designee. Information provided via tape or other electronic transfer shall be in a format approved by the contract monitor, or his or her designee, and shall include, but not be limited to file layouts and legends. The Contractor shall provide such explanation of the information provided as to facilitate a smooth transition.

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

**WITNESSES**

AS TO CONTRACTOR:

1. \_\_\_\_\_  
2. \_\_\_\_\_

\_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
OF CONTRACTOR

\_\_\_\_\_

DATE

AS TO THE OFFICE OF RISK MANAGEMENT:

1. \_\_\_\_\_  
2. \_\_\_\_\_

\_\_\_\_\_

J. S. THOMPSON, JR.  
STATE RISK DIRECTOR

\_\_\_\_\_

DATE

**ATTACHMENT III: COST PROPOSAL**

JOB CLASS	WEIGHT FACTOR <sup>1</sup> (f)	HOURLY RATE *** (rate)	WEIGHT FACTOR TIMES HOURLY RATE **** (f) x (rate)	<i>For information purposes only</i>  NUMBER OF EMPLOYEES AVAILABLE **
Principal Program Manager	2	\$	\$	
Project Manager	5	\$	\$	
Assistant Project Manager	5	\$	\$	
Senior PA Grant Monitor/Disaster Recovery Specialist	5	\$	\$	
PA Grant Monitor/Disaster	5	\$	\$	
		<b>Total</b>	\$	
		<b>Weighted Average Rate Per Hour (Total divided by 5)</b>	\$	

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

Printed Name and Title: \_\_\_\_\_

\*\* Number of Available Employees – the number of employees in the Proposer’s firm/team qualified for the attached job classifications and available to work on this project and be deployed within 72 hours upon request from ORM. (These numbers will not be used to calculate the weighted average rate per hour.)

\*\*\* Hourly rate proposed shall be inclusive of all charges. No additional expenses of any sort will be paid separately under the contract.

\*\*\*\* Multiply the “weight factor” times the “hourly rate” and place the product in this column. The total will then be divided by five to arrive at a Weighted Average Rate Per Hour.

<sup>1</sup> Weight factor refers to how much each job classification will be needed. For example, the State anticipates that the Project Manager position will be utilized 5 times more than the Principal Program Manager position. The weight factor does not refer to the number of employees anticipated in that position.

Use of the weight factors is for evaluation purposes only. Awarded Proposer shall be responsible for providing actual number of personnel & job classes required to successfully meet the contract requirements subject to the approval of the State.

**ATTACHMENT IV:           JOB CLASSIFICATIONS**

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**Minimum Desired Requirements: Failing to meet the desired minimum requirements could affect a Proposer’s score.**

**Principal/Program Manager**

Education:	Bachelor’s degree in a business or technical discipline.
Experience:	15 years of experience leading major disaster grant monitoring process and recovery efforts
Responsibilities Include:	Providing contractual administration and broad oversight and direction for Contractor services related to ORM’s disaster recovery efforts and grant monitoring.
Knowledge of And Skills in:	Management and supervision, effective leadership, oral and written communication, and management of multiple tasks.
Examples of Work:	Provides oversight of all program activities including program system development and internal system development. Provides guidance and supervises Project Managers. Manages work performance to ensure that services are being provided efficiently and effectively and takes corrective action as necessary. Approves hiring of staff. Communicates with grantees, sub-recipients, contractors, personnel, staff, and other interested parties regarding all aspects of program operations of disaster recovery efforts and grant monitoring. Makes effective presentations as required.

**Project Manager**

Education:	Bachelor’s degree in a business or technical discipline.
Experience:	10 years of experience leading major disaster recovery efforts and grant monitoring
Responsibilities Include:	Providing day-to-day direction, guidance, and decision making for operations involving Contractor services for ORM in their disaster recovery efforts and grant monitoring.
Knowledge of And Skills in:	Management and supervision, effective leadership, problem solving, oral and written communication, evaluation of project effectiveness, and management of multiple tasks.
Examples of Work:	Plans, directs, and coordinates daily project activities to ensure project formulation and grant monitoring and recovery goals and objectives are accomplished. Establishes work plan and staffing for each phase of the project. Confers with the project staff to outline the work plan and to assign duties, responsibilities, and authorities. Prepares project reports for ORM and management. Plans, reviews, and evaluates the work of subordinate professional and operational staff. Reviews and evaluates project and service delivery. Develops systems and maintains records that provide for the proper evaluation, control, and documentation of all program activities. Makes recommendations for hiring staff. Provides



	explanations, clarifications, and other communications with grantees, sub-recipients, contractors, State agency staff, and other interested parties regarding all aspects of disaster recovery efforts and grant monitoring.
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**Assistant Project Manager**

Education:	Bachelor's degree in a business or technical discipline.
Experience:	3 years of experience in providing leadership assistance of disaster recovery efforts and grant monitoring
Responsibilities Include:	Assist Project Manager in providing day-to-day direction, guidance, and decision making for operations involving Contractor services for the disaster recovery efforts and grant monitoring.
Knowledge of And Skills in:	Management and supervision, effective leadership, problem solving, oral and written communication, evaluation of project effectiveness, and management of multiple tasks.
Examples of Work:	Assists Project Manager in the planning, directing, and coordination of daily project activities to ensure project goals and objectives are accomplished. Establishes work plan and staffing for each phase of the project. Confers with the project staff to outline the work plan and to assign duties, responsibilities, and authorities. Prepares project reports for ORM. Plans, reviews, and evaluates the work of subordinate professional and operational staff. Reviews and evaluates project and service delivery. Develops systems and maintains records that provide for the proper evaluation, control, and documentation of all program activities. Makes recommendations for hiring staff. Provides explanations, clarifications, and other communications with grantees, sub-recipients, contractors, State agency staff, and other interested parties regarding all aspects of disaster recovery and grant monitoring.

**Senior Public Assistance Grant Monitor/Disaster Recovery Specialist**

Education:	Bachelor of arts or bachelor of science degree or equivalent work related experience.
Experience:	15 years of experience in serving as a lead in disaster recovery efforts and grant monitoring regarding the FEMA public assistance program or classified as an expert in a particular category of disaster management efforts and grant monitoring.
Responsibilities Include:	Serving in the lead role for providing comprehensive disaster recovery efforts and grant monitoring services to sub-recipients involving all aspects of the FEMA public assistance program requirements.
Knowledge of And Skills in:	Federal grant provisions and requirements such as procurement, labor compliance. Has specific knowledge of FEMA, Hazard Mitigation 404, 406, Alternate and Improved Project requirements, policies, and funding.

Examples of Work:	Advises ORM and staff regarding FEMA, Hazard Mitigation 404, 406, Alternate and Improved Project requirements. Conducts meetings with sub-recipients to establish initial assessment of proposed recovery projects and activities and to explain FEMA, Hazard Mitigation 404, 406, Alternate and Improved Project rules and regulations. Coordinates application development with other contractors. Assists sub-recipients with compiling FEMA, Hazard Mitigation 404, 406, Alternate and improved Project required documentation and complying with all FEMA, Hazard Mitigation 404, 406, Alternate and Improved Project requirements. Provides review and oversight from project formulation thru project close-out.
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**Public Assistance Grant Monitor/Disaster Recovery Specialist**

Education:	Bachelor of arts or bachelor of science degree or equivalent work related experience.
Experience:	5 - 15 years of experience in disaster recovery and grant monitoring with implementation at the federal, state levels of government with emphasis on the FEMA public assistance program.
Responsibilities Include:	Under the direction of a Senior Grant Monitoring Specialist responsibilities include providing comprehensive disaster recovery and grant monitoring services to sub-recipients involving all aspects of FEMA, Hazard Mitigation 404, 406, Alternate and Improved Project requirements.
Knowledge of And Skills in:	Federal grant provisions and requirements such as procurement, labor compliance, environmental, Section 3, Section 504. Has specific knowledge of FEMA, Hazard Mitigation 404, 406, Alternate and Improved Project requirements, policies, and funding.
Examples of Work:	Participates in meetings with sub-recipients to establish initial assessment of proposed recovery projects and activities and to explain FEMA, Hazard Mitigation 404, 406, Alternate and Improved Project rules and regulations. Prepares project descriptions and services from project formulation to close out and disaster recovery efforts. Assists sub-recipients with compiling FEMA, Hazard Mitigation 404, 406, Alternate and Improved Project required documentation. Provides review and oversight of grants monitoring and disaster recovery efforts through project close-out.

**NOTE:** All personnel and their associated job classifications must be approved by ORM prior to billing. If, during the course of the contract, the Contractor adds personnel to the contract team, the Contractor shall submit each individual's resume and proposed job classification to ORM for prior review and approval. Once approved by the State, the individual will be added to the Contractor's roster. Personnel must be associated with one of the job classifications provided above and the rate shall not exceed contract rate(s).

## **ATTACHMENT V: INSURANCE REQUIREMENTS FOR CONTRACTORS**

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

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$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.

#### **2. Commercial General Liability**

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

#### **3. Automobile Liability**

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

#### **4. Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy if not renewed.

### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

### **C. OTHER INSURANCE PROVISIONS**

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

#### 1. Commercial General Liability and Automobile Liability Coverages

- a. ORM, 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 ORM.
- b. The Contractor's insurance shall be primary as respects ORM, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by ORM 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 ORM, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for ORM.

#### 3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to ORM. 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 ORM of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of ORM to require proof of compliance, or ORM's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against ORM for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to ORM, its officers, agents, employees and volunteers.

#### **D. ACCEPTABILITY OF INSURERS**

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the 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.
2. 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.

#### **E. VERIFICATION OF COVERAGE**

1. Contractor shall furnish ORM 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 ORM before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:  
  
State of Louisiana  
ORM, Its Officers, Agents, Employees and Volunteers  
Address, City, State, Zip  
Project or Contract #:
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. ORM reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of ORM, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### **F. 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. ORM reserves the right to request copies of subcontractor's Certificates at any time.

#### **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, 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.

## ATTACHMENT VI: ELECTRONIC VENDOR PAYMENT SOLUTION

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In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Vendor Payment solution (EVP) or Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP 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 **ONLY** one (1) of the following options: EVP 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 Purchasing on request.

**EVP** method converts check payments to a Visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information. Charges may apply.

**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 is available at:

<http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf>.

To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at: <http://www.doa.la.gov/Pages/osrap/Forms/Forms.aspx> and <http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf>

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

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already enrolled</u>
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LaCarte	_____	_____
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Choose **ONLY** One (1) of the following options:

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already enrolled</u>
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EVP	_____	_____
EFT	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual