

STATE OF LOUISIANA
LOUISIANA PUBLIC DEFENDER BOARD

REQUEST FOR PROPOSALS
FOR
AUDITOR

RFP #: 116PUR-21314

PROPOSAL DUE DATE/TIME:

JANUARY 15, 2014, 5:00 P.M.

NOVEMBER 27, 2013

LAST REVISED 11/25/2013

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1 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Louisiana Public Defender Board (herein referred to as LPDB) for the purpose of securing an auditor to review and identify anomalies within the monthly financial reports that are submitted by each of the 42 district public defender offices and conduct on-site financial audits, as necessary and/or appropriate. The auditor will assist LPDB in its effort to ensure that all district public defender offices providing public defense services in Louisiana are responsible stewards of public money.

1.2 Background

Created in 2007 and first staffed in 2008, LPDB is the state regulatory agency for the delivery of constitutionally guaranteed defense services for poor people accused of crime in Louisiana. Though LPDB provides no direct services, it distributes approximately 95% of its state appropriation to the 42 district public defender offices and not-for-profit contract programs providing appellate, capital, juvenile and post-conviction services. Louisiana provides for district-level public defense services from by both state appropriation (approximately 40%) and locally generated funds (approximately 60%, the bulk of which is a \$45 special court cost assessed to convicted persons and collected/remitted by the local judiciary, but also includes up to a dozen other revenue streams). This local funding source is unstable and prone to interference based on law enforcement practices, user payment and accuracy of remittances. In order to fulfill its obligation to oversee these highly localized, often variable funds, LPDB collects monthly financial reports and performs site visits as needed. However, with a Budget Division that only includes one Budget Officer and one accountant, the ability to provide meaningful, regular review of every district is compromised by capacity issues. The addition of an auditor solely focused on reviewing monthly financial reports (particularly in the 17 districts where local fund remittances are not itemized by the remitting agency as required by law) will greatly increase LPDB's ability to ensure that all district public defender offices providing public defense services in Louisiana are responsible stewards of state money.

1.3 Scope of Services

Attachment 1 details the scope of services and deliverables or desired results that LPDB requires of the selected Contractor.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about January 1, 2014 and to continue through December 31, 2014. LPDB has the right to contract for up to three years upon approval.

2.2 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION

2.3 Proposer Inquiries

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

Louisiana Public Defender Board
Attention: Anne Gwin 500 Laurel Street, Suite 300
Baton Rouge, LA 70801
Telephone (225) 219-9305
Fax (225) 219-3519
employment@lpdb.la.gov

LPDB will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 5:00 p.m .CST on the date specified in the Schedule of Events. LPDB 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 January 1, 2014 at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

Only Anne Gwin has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 Definitions

TERM	DEFINITION
Contractor	A firm or individual who is awarded a contract
Proposal	A response to an RFP
Proposer	A firm or individual who responds to an RFP
RFP	A request for proposals
Shall, Must, or Will	Denotes mandatory language; a requirement that must be met without alteration
Should, Can, or May	Denotes desirable, non-mandatory language

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	(11/26/13)
Deadline for receipt of Written inquiries	(12/27/13)
Issue responses to written inquiries	(1/11/14)
Deadline for receipt of proposals	(1/14/14)

Announce award of contractor selection	(1/15)
Contract execution	(1/15)

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

3 PROPOSAL INFORMATION

3.1 Qualifications of Proposer

Proposers must meet the following minimum qualifications:

- Have a Bachelor’s Degree in Accounting, Finance or other business-related field (with at least 24 credit hours of accounting coursework prior to date for submittal of proposals);
- Have at least 3 years of diversified audit and/or accounting experience prior to date for submittal of proposals;

It is highly desirable for the Proposer to meet the following qualifications:

- Have exceptional proficiency with Excel and sufficient experience to utilize and evaluate Quickbooks bookkeeping software;
- Be knowledgeable with internal controls and financial management best-practices for Louisiana State government agencies;
- Be knowledgeable in the operations, revenues, and Louisiana Legislative Auditor findings as they relate to district public defender offices.
- Have the ability to produce accurate and accessible written reports in appropriate timeframes; and,
- Have a commitment to the mission and values of the Louisiana Public Defender Board.

3.2 Determination of Responsibility

Determination of the proposer’s responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. LPDB 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 LPDB to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a

business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 RFP Addenda

LPDB reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

LPDB reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

3.5 Proposal Rejection/RFP Cancellation

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

3.6 Withdrawal of Proposal

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

3.7 Subcontracting Information

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

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

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

3.8 Ownership of Proposal

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

3.9 Proprietary Information

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

3.10 Cost of Preparing Proposals

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

3.11 Errors and Omissions in Proposal

LPDB will not be liable for any errors in proposals. LPDB reserves the right to make corrections or amendments due to errors identified in proposals by Board or the proposer. LPDB, at its option, has the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

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

LPDB reserves the right to contract for all or a partial list of services offered in the proposal.

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

The selected proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP. The proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds 7 calendar days or if the selected proposer fails to sign the final contract within 5 business days of delivery, LPDB may elect to cancel the award and award the contract to the next-highest-ranked proposer.

3.13 Code of Ethics

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

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 5:00 p.m. Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Louisiana Public Defender Board
Attention: Anne Gwin
500 Laurel Street, Suite 300
Baton Rouge, LA 70801
Telephone (225) 219-9305
employment@lpdb.la.gov

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

LPDB requests that 3 copies of the proposal be submitted to the RFP Coordinator at the address specified. Each proposal must contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information should be included in the Technical Proposal.

4.3 Cover Letter

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

The proposer must sign and submit the Certification Statement shown in Attachment II.

5.0 PROPOSAL CONTENT

5.1 Executive Summary

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The proposer should address the specific language in Attachment III, Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 Corporate Background and Experience

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

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.

5.2.1 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

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

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

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points

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

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

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

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

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurs may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurs, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymouse?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

5.3. Proposed Project Staff

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

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes. The Proposer should provide clear and convincing evidence of its ability to meet or exceed the mandatory and desirable qualifications described in Section 3.1.

5.4. Approach and Methodology

The Proposer should provide:

- Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Proposer's functional approach in providing the services.
- Proposer's functional approach in identifying the tasks necessary to meet requirements.
- Proposer's approach to Project Management and Quality Assurance.
- A proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Proposer's familiarity (if any) with the revenue streams dedicated to the local Indigent Defender Fund in each of the 42 judicial districts
- Proposer's familiarity (if any) with the regulatory obligations of LPDB as stated in the Public Defender Act of 2007.
- Proposer's research or experience (if any) with the rules and guidelines for state agencies in Louisiana insofar as they apply to district public defender offices (local units of government) receiving less than a majority of operating funds from state-administered public funds.

5.5 Cost Information

The Proposer shall provide a firm fixed hourly rate for providing all services described in the RFP. The hourly rate shall be inclusive of all direct and indirect expenses, except for travel expenses.

Note: Travel and other allowable travel expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49.

6.0 EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of proposals will be accomplished by a three-member (minimum) evaluation team, to be designated by LPDB, which will determine the proposal most advantageous to LPDB, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 Administrative and Mandatory Screening

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

6.3 Clarification of Proposals

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

6.4 Oral Presentations/Discussions May be Required

NOT APPLICABLE TO THIS SOLICITATION.

6.5 Evaluation and Review

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

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

CRITERIA	MAXIMUM SCORE
Approach and Methodology	30
Corporate Background and Experience	20
Staff Qualifications	15
Hudson/Veteran Small Entrepreneurship Program	10
Cost	25
TOTAL SCORE	100

Cost must be at least 25% of the total points

Approach and Methodology: The evaluation team will consider the proposer’s workplan for tackling the project (required material) and assess both its feasibility and its ability to be self-managed. Special consideration given to workplans that include efforts to institutionalize financial oversight policies or practices.

Corporate Background and Experience: Proposers with familiarity with public defense funding streams or district public defender office reporting and management will be favored, though all relevant experience reviewing financial reports, identifying anomalies, improving financial management practices and conducting on-site audits and follow-up reports are valued.

Staff Qualifications: LPDB will consider all proposers against the highly desirable qualifications listed in Section 3.1 of the RFP.

Cost: Cost will be evaluated using the following formula. The Proposer with the lowest hourly rate will receive 25 points. Cost scores for other proposers will be assigned based upon the following formula:

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

Where: BCS = Computed cost score (points) for proposer being evaluated

LPC = Lowest proposed hourly rate of all proposers
PC = Hourly rate of proposer being evaluated

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

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

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

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

6.6 Announcement of Contractor

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.

LPDB 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 with a list of criteria used along with the weight assigned each criteria, scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any 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 days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

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

7.2 Billing and Payment

The contractor shall submit a bill that includes the number of hours worked at the contracted rate, the number of hours travelled, a detailed description of the work that was performed, any allowable travel expenses, and a total amount requested for payment. A bill shall be submitted every two weeks.

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the LPDB's operation which are designated confidential by LPDB 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 LPDB. The identification of all such confidential data and information as well as LPDB's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by LPDB 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 LPDB to be adequate for the protection of the LPDB's confidential information, such methods and procedures may be used, with the written consent of LPDB, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Public Defender Board.

SCOPE OF SERVICES

1 Overview

Auditor will aid LPDB in a variety of services, including reviewing and evaluating monthly financial reports, implementing the Board's audit plans and financial oversight programs, and performing audits and/or accounting field work statewide.

2 Tasks and Services

The Contractor shall:

- 2.1. Review and evaluate monthly financial reports received from the State's forty-two (42) district public defender offices;
- 2.2. Implement the Board's audit plans and financial oversight programs;
- 2.3. Evaluate and recommend systems of internal control for district public defender offices;
- 2.4. Perform audits and/or accounting field work statewide; and
- 2.5. Produce, with Board staff support, a "Guide for Financial Management" that describes the budget process, financial reporting requirements and financial best practices/internal controls for district public defender offices.
- 2.6. Meet with the Board as often as necessary to discuss progress, problems, and deliverables.
- 2.7. Perform other tasks as assigned in writing by the Board.

3 Deliverables

The Contractor shall provide the following deliverables:

- 3.1. Monthly financial reports will be reviewed and evaluated;
- 3.2. The Board's audit plans and financial oversight programs will be implemented;
- 3.3. Systems of internal control will be evaluated and recommended; and,
- 3.4. Audits and/or accounting fieldwork will be performed statewide.
- 3.5. A "Guide for Financial Management" will be produced.

4 Functional Requirements

The Contractor shall adhere to the following:

- 4.1. Regarding the review and evaluation of the monthly financial reports received from the State's forty-two (42) district public defender offices, the following steps must be taken:
 - 4.1.1. Review and identify anomalies within the monthly financial reports from the State's forty-two (42) district public defender offices on a monthly basis; and

- 4.1.1.1. Report results of reviews and evaluations, in writing, to the State Public Defender and/or his designee.
- 4.1.2. Regarding the implementation of the Board’s audit plans and financial oversight programs, the following steps must be taken:
 - 4.1.2.1. Meet with Board staff to determine what audit plans and financial oversight programs currently are in place;
 - 4.1.2.2. Review audit plans and financial oversight programs and propose recommendations for improvements, as needed; and,
 - 4.1.2.3. After gaining approval from State Public Defender and/or his designee, implement audit plans and financial oversight programs.
- 4.1.3. Regarding the evaluation and recommendation of systems of internal control for district public defender offices, the following steps must be taken:
 - 4.1.3.1. Meet with district personnel to determine the internal controls currently in place; and,
 - 4.1.3.2. Work closely with and train district personnel to implement new procedures to increase office efficiency.
- 4.1.4. Regarding audits and/or accounting field work statewide, the following steps must be taken:
 - 4.1.4.1. Meet with Board staff to determine the subject and scope of the audit(s); and,
 - 4.1.4.2. Issue written or verbal reports to the Board upon request of the State Public Defender and/or his designee.
- 4.1.5. Regarding the production of a “Guide for Financial Management,” the following steps must be taken:
 - 4.1.5.1. Meet with Board staff to determine the scope and content of the Guide for Financial Management;
 - 4.1.5.2. Prepare materials for inclusion in the Guide for Financial Management; and,

- 4.1.5.3. Work closely with district personnel to implement and/or improve new procedures documented in the Guide for Financial Management.

5 *Technical Requirements*

NOT APPLICABLE TO THIS CONTRACT.

6 *Project Requirements*

6.1 Contractor

The Contractor shall review and identify anomalies within the monthly financial reports that are submitted by each of the 42 district public defender offices. In particular, the auditor will ensure itemized disbursements of revenue, evaluate trends in income and major expenditures, and identify opportunities for increased office efficiency. The Contractor shall implement the LPDB audit plans and programs, evaluate and recommend systems of internal control, perform audit fieldwork throughout the state, and prepare a 'Guide for Financial Management '.

Contractor shall agree that he or she has an affirmative duty to inform the State Public Defender and/or his designee of any problems, delays and/or adverse conditions that will materially affect the Contractor's ability to attain the goals and objectives set forth herein, or that will preclude the attainment of the deliverables set forth herein. The Contractor's disclosure shall be accompanied by a statement describing the action taken by the Contractor and any assistance that may be needed to resolve the situation.

6.2 LPDB

The Board shall make available to the Contractor such space in its offices as are reasonably required by Contractor in the performance of his/her services hereunder. If the Contractor performs his/her services in office space located elsewhere, the Board shall not be responsible for rent or other charges in connection with such space.

ATTACHMENT II: CERTIFICATION STATEMENT

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

OFFICIAL CONTACT. LPDB requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful proposer, he/she will have 7 calendar 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 certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>)

Authorized Signature: _____
Typed or Printed Name: _____
Title: _____
Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____

SIGNATURE of proposer's Authorized Representative	DATE
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ATTACHMENT III: SAMPLE CONTRACT

CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT FOR CONSULTING SERVICES (the “Contract”) is entered into by and between the **Louisiana Public Defender Board**, a Louisiana state agency located within the Office of Governor, whose address is 500 Laurel Street, Suite 300, Baton Rouge, Louisiana 70801 (hereinafter sometimes referred to as the “Board”), represented herein by James “Jay” T. Dixon, Jr., State Public Defender; and _____ a person of the full age of majority and a domiciliary of the Parish of _____, State of Louisiana, whose address is _____ (hereinafter sometimes referred to as “Auditor”).

WHEREAS, the Board has only sixteen full-time T.O. positions and is unable to perform all of its duties with existing staff;

WHEREAS, the Board desires to contract with Auditor, who, in addition to other duties that may be delegated by the State Public Defender and/or his designee with Auditor’s consent, will aid the Board in a variety of services, such as reviewing and evaluating monthly financial reports, implementing the Board’s audit plans and financial oversight programs, and performing audits and/or accounting field work statewide; and

WHEREAS, the Auditor is willing to perform such services upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Scope of Services. Auditor hereby agrees to furnish such services as are necessary, in the opinion of the State Public Defender and/or his designee, to achieve the specific goals and objectives set forth in Section 1.1, below (hereinafter sometimes referred to as “the Work”). “Board staff,” as used herein, means the Board employee(s) that the State Public Defender and/or his designee assigns to serve in such role for purposes of this Contract. Notwithstanding anything in this Contract to the contrary, Auditor further agrees that, with his or her consent, his or her duties may be expanded or restricted by the State Public Defender and/or his designee at any time. Services to be furnished hereunder include, but are not limited to, the attainment of the goals and objectives specified herein and delivery of the deliverables:

1.1. Specific Goals and Objectives. There are five basic goals and objectives that Auditor is to achieve under the Contract:

- 1.1.1. Review and evaluate monthly financial reports received from the State's forty-two (42) district public defender offices;
 - 1.1.2. Implement the Board's audit plans and financial oversight programs;
 - 1.1.3. Evaluate and recommend systems of internal control for district public defender offices;
 - 1.1.4. Perform audits and/or accounting field work statewide; and
 - 1.1.5. Produce, with Board staff support, a "Guide for Financial Management" that describes the budget process, financial reporting requirements and financial best practices/internal controls for district public defender offices.
- 1.2. **Deliverables.** The deliverables under this Contract will correspond to the goals and objectives and will result in:
 - 1.2.1. Monthly financial reports will be reviewed and evaluated;
 - 1.2.2. The Board's audit plans and financial oversight programs will be implemented;
 - 1.2.3. Systems of internal control will be evaluated and recommended;
 - 1.2.4. Audits and/or accounting field work will be performed statewide; and
 - 1.2.5. A "Guide for Financial Management" will be produced.
- 1.3. **Performance Measures.** Each goal and objective will be measured on both a timeline and by deliverable. For each objective there are goals which must be met leading up to the completion of the Work. Each deliverable will be delivered at a time that is mutually agreeable to Auditor and the State Public Defender and/or his designee; provided, however, all deliverables must be delivered by Auditor prior to end of the Contract term. The Auditor will review and finalize this plan, but the process should include at least the following steps:
 - 1.3.1. Regarding the review and evaluation of the monthly financial reports received from the State's forty-two (42) district public defender offices, the following steps must be taken:
 - 1.3.1.1. Review and identify anomalies within the monthly financial reports from the State's forty-two (42) district public defender offices on a monthly basis; and

- 1.3.1.2. Report results of reviews and evaluations, in writing, to the State Public Defender and/or his designee.
- 1.3.2.** Regarding the implementation of the Board’s audit plans and financial oversight programs, the following steps must be taken:
 - 1.3.2.1. Meet with Board staff to determine what audit plans and financial oversight programs currently are in place;
 - 1.3.2.2. Review audit plans and financial oversight programs and propose recommendations for improvements, as needed; and
 - 1.3.2.3. After gaining approval from State Public Defender and/or his designee, implement audit plans and financial oversight programs.
- 1.3.3.** Regarding the evaluation and recommendation of systems of internal control for district public defender offices, the following steps must be taken:
 - 1.3.3.1. Meet with district personnel to determine the internal controls currently in place; and
 - 1.3.3.2. Work closely with and train district personnel to implement new procedures to increase office efficiency.
- 1.3.4.** Regarding audits and/or accounting field work statewide, the following steps must be taken:
 - 1.3.4.1. Meet with Board staff to determine the subject and scope of the audit(s); and
 - 1.3.4.2. Issue written or verbal reports to the Board upon request of the State Public Defender and/or his designee.
- 1.3.5.** Regarding the production of a “Guide for Financial Management,” the following steps must be taken:
 - 1.3.5.1. Meet with Board staff to determine the scope and content of the Guide for Financial Management;
 - 1.3.5.2. Prepare materials for inclusion in the Guide for Financial Management;
 - 1.3.5.3. Produce a Guide for Financial Management; and

1.3.5.4. Work closely with district personnel to implement and/or improve new procedures documented in the Guide for Financial Management.

2. Monitoring Plan. The State Public Defender and/or his designee will monitor this Contract. During the term of this Contract, the Auditor agrees to discuss with the State Public Defender and/or his designee the progress and results on the Work to be performed hereunder, ongoing plans for the continuation of the Work, any deficiencies noted, and any other matters relating to the Work. The Auditor also agrees to meet with the State Public Defender and/or his designee in person or by phone if an in-person meeting is impractical, as frequently as the State Public Defender and/or his designee deems necessary. The State Public Defender and/or his designee shall review and analyze the Work to ensure the Auditor's compliance with Contract requirements and shall:

2.1. Progression. Use the performance measures and the time remaining on the Contract to track the progress being made on the Work to the goals and objectives;

2.2. Delivery. Ensure delivery of all deliverables; and

2.3. Communication. Communicate with the Auditor to assure that goals and objectives are being achieved and to verify information as needed. Auditor agrees that he or she has an affirmative duty to inform the State Public Defender and/or his designee of any problems, delays and/or adverse conditions that will materially affect the Auditor's ability to attain the goals and objectives set forth herein, or that will preclude the attainment of the deliverables set forth herein. The Auditor's disclosure shall be accompanied by a statement describing the action taken by the Auditor and any assistance that may be needed to resolve the situation.

3. Place of Performance. The Board shall make available to the Auditor such space in its offices as are reasonably required by Auditor in the performance of his/her services hereunder. If the Auditor performs his/her services in office space located elsewhere, the Board shall not be responsible for rent or other charges in connection with such space.

4. Certifications and Warranties. Auditor certifies, represents, warrants and undertakes that:

4.1. No Conflict of Interest. During the term of this Contract, Auditor will not accept work, enter into a contract, or accept an obligation from any third party, inconsistent or incompatible with Auditor's obligations, or the scope of services to be rendered to the Board, under this Contract Auditor warrants that there is no other contract or duty on his or her part inconsistent with this Contract;

4.2. No Employment of State Personnel. Auditor has not employed and will not employ any person to engage in the performance of this Contract who presently is (or will be at the time of such performance) an employee of the State of Louisiana; and

4.3. Covenant against Contingent Fees. Auditor has not employed or retained any entity or person, other than a bona fide employee working solely for Auditor, to solicit or secure this Contract, and has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for Auditor, any fee, commission, percentage, brokerage, fee, gift, or other consideration, contingent upon or resulting from the award or making of this Contract For breach or violation of this warranty, the Board shall have the right to annul this Contract without liability or, in the Board's discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

5. Compensation for Services. In consideration of services described hereinabove, the Board hereby agrees to pay Auditor as follows:

5.1. Maximum Amount of Contract; Hourly Rate for Services Performed. The total of all sums payable under this Contract shall not exceed \$_____. Auditor shall be paid \$_____ per hour for services rendered hereunder, including travel time.

5.2. Travel Expenses. In addition to the hourly rate for services, the Board shall reimburse Auditor for travel expenses incurred by Auditor during the term of this Contract in accordance with Louisiana Division of Administration Policy and Procedure Memorandum 49 (the State General Travel Regulations, LAC 4, Part V). Said travel expenses shall constitute part of the total maximum payable under the Contract.

5.3. Bi-Weekly Invoices. Auditor agrees to submit invoices by the end of every two-week period in which services are performed. Auditor further agrees to comply with the instructions on Attachment No. 1 when submitting invoices. The Board agrees to pay Auditor within a reasonable time following receipt of a properly prepared invoice. It is understood that Auditor must submit all invoices when due and that if Auditor fails to submit an invoice within thirty (30) days of the Work being performed, the Board shall not be responsible for payment thereof under this Contract or in quantum meruit.

6. Term of Contract. This Contract is in effect for the period commencing _____, and ending on _____.

7. Payment of Taxes. Auditor agrees that the responsibility for payment of taxes (including, without limitation, Federal, State and local taxes) from the funds Auditor receives under this Contract shall be Auditor's obligation and identified under Federal tax identification number _____. Auditor will be solely responsible for, and will file on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Auditor's performance of services and receipt of fees under

this Contract. Auditor is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Contract. The Board will report amounts paid to Auditor by filing Form 1099 with the Internal Revenue Service as required by law. Because Auditor is an independent contractor, the Board will not withhold or make payments for social security, federal, state or any other employee payroll taxes; make unemployment insurance or disability insurance contributions; or obtain workers compensation insurance on Contractors behalf. Auditor agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Auditor under this Contract. Auditor hereby agrees to indemnify and defend the Board against any and all such taxes or contributions, including penalties and interest. Auditor is free to enter any contract to provide services to other business clients, except any contract that would induce Auditor to violate this Contract.

- 8. Special Conditions and Requirements.** Auditor hereby agrees to abide by all laws, regulations, standard conditions, and special conditions applicable to the Byrne/JAG grant which provides the funding for this Contract. These include, but are not limited to, the schedule of standard and special conditions of subgrant number B11-8-005.
- 9. Independent Contractor Status; No Benefits.** Auditor's relationship with the Board will be that of an independent contractor and nothing in this Contract should be construed to create a partnership, agency, joint venture, or employer-employee relationship between the Board and Auditor. Auditor is not an agent of the Board and is not authorized to make any contract or commitment on behalf of the Board. Auditor is not and will not be entitled to any of the benefits which the Board may make available to its employees, such as group insurance, retirement benefits, sick and/or annual leave. The Board and Auditor agree that Auditor will act as an independent contractor in the performance of his or her services under this Contract. Nothing in this Contract shall be construed to constitute Auditor as the Board's partner, employee or agent, nor shall either party have authority to bind the other in any respect, it being intended that Auditor shall remain an independent contractor solely responsible for his or her own actions. The parties further agree that the Board will not make unemployment or disability insurance contributions on behalf of Auditor nor obtain workers' compensation insurance on behalf of Auditor. In further recognition of the fact that Auditor is not an employee of the Board, Auditor agrees not to make, and waives and releases any rights to make, any claim Auditor might have against the Board that relates to or arises from any illness or injury Auditor sustains while performing services under this Contract that may arise pursuant to applicable worker's compensation laws.
- 10. Acknowledgement of Exclusion of Worker's Compensation Coverage.** The Board and Auditor expressly agree that Auditor is an independent contractor as defined in La. R.S. 23:1021(7) and, as such, expressly agree that the Board shall not be liable to Auditor or to anyone employed by Auditor for any benefits or coverage provided by the Louisiana Worker's Compensation Law.

11. Acknowledgement of Exclusion of Unemployment Compensation Coverage. The Board and Auditor expressly declare and acknowledge that Auditor is an independent contractor and, as such, is being engaged by the Board under this Contract as noted and defined in La. R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

11.1. Auditor has been and will be free from any control or direction by the Board over the performance of services covered by this Contract;

11.2. The services to be rendered by Auditor are outside the normal course and scope of the Board's usual business; and

11.3. Auditor is customarily engaged in an independently established trade, occupation, profession or business.

11.4. Consequently, neither Auditor nor anyone employed or contracted by Auditor shall be considered to be an employee of the Board for the purpose of unemployment compensation coverage.

12. Auditors. The Legislative Auditor of the State of Louisiana, the Board and/or the Division of Administration auditors may audit all records of Auditor which relate to this Contract. Auditor shall maintain said records for a period of three years after the date of final payment under this Contract.

13. Extension of Effective Date; Extension of Contract Term. The effective date of this Contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. Requests for extensions may be initiated by either party by the mailing of such request to the party, via Certified Mail, return receipt requested, not less than thirty (30) days before the termination date provided for herein or thirty (30) days before the termination of the first extension of this Contract. This Contract may only be extended by an executed and approved amendment for not more than two (2) times. If either party informs the other than an extension of this Contract is deemed necessary, an amendment may be prepared by the Board and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to the Board with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment it will be forwarded to the necessary authorities for their approval. Notwithstanding the foregoing, in no event shall the total term of this Contract, including extensions hereto, be for a period of more than three (3) years.

14. Termination for Cause; Remedies for Default.

14.1. By the Board. The Board may terminate this Contract for cause based upon Auditor's failure to comply with the terms and/or conditions of the Contract; provided that the Board shall give Auditor written notice specifying Auditor's failure. If within ten (10) days after giving such notice, Auditor shall not have either corrected such failure or, in the case of failure which cannot be corrected in ten (10) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Board may, at its option, place Auditor in default and the Contract shall terminate on the date specified in such notice. In the event of default by the Auditor, the Board may exercise any right or remedy permitted by law and shall have the right to seek injunctive relief without the necessity of proving irreparable harm.

14.2. By the Auditor. Auditor may exercise any rights available to his or her under Louisiana law to terminate for cause upon the failure of the Board to comply with the terms and conditions of this Contract; provided that the Auditor shall give the Board written notice specifying the Board's failure. If within ten (10) days after giving such notice, the Board shall not have either corrected such failure or, in the case of failure which cannot be corrected in ten (10) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Auditor may, at his or her option, place the Board in default and the Contract shall terminate on the date specified in such notice. In the event of default by the Board, Auditor may exercise any right or remedy permitted by law.

15. Termination for Convenience. The Board may terminate the Contract immediately and at any time as a result of budgetary reductions and/or changes in the Board's funding priorities by giving written notice to Auditor, In addition, either Auditor or the Board may terminate the Contract at any time by giving thirty (30) days written notice to the other party.

15.1. By the Board. If the Board terminates the Contract, Auditor shall be entitled to payment for deliverables in progress, to the extent work has been performed to the satisfaction of the Board.

15.2. By the Auditor. If the Auditor terminates the Contract, Auditor shall not be entitled to payment for deliverables in progress.

16. Non-Appropriations Clause. The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the Louisiana Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the

continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

17. No Assignment by Auditor. Auditor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the Board. This provision shall not be construed to prohibit the Auditor from assigning his or her bank, trust the Board, 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 Board and the Office of Contractual Review.

18. Notices. Any notice under this Contract will be valid and effective only if given by written instrument that is sent by Certified Mail, postage prepaid and return receipt requested, addressed as follows:

If to the Board:

Louisiana Public Defender Board
Attention: James "Jay" T. Dixon, Jr., State Public Defender
500 Laurel Street, Suite 300
Baton Rouge, LA 70801

With a copy to:

General Counsel
Louisiana Public Defender Board
500 Laurel Street, Suite 300
Baton Rouge, LA 70801

If to Auditor:

Any notice, claim, demand, request or other communication given as provided in this Paragraph 17 will be effective upon the earlier of actual receipt or ten (10) days after deposit in the U. S. Mail. Either party may change the address at which notice is to be given by giving written notice to the other party as provided in this Paragraph 17.

19. Ownership. All records, reports, documents, data, material, or other property, whether tangible or intangible, including all information stored in electronic form, provided to, obtained by or for, and/or prepared by or for Auditor, shall remain the exclusive property of the Board. Upon termination of this Contract for any reason, all such property in Auditor's possession shall be returned by Auditor to the Board, at Auditor's sole cost and expense, as soon as reasonably possible.

20. Non-Discrimination Clause. Auditor agrees not to discriminate in his or her employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Auditor further agrees to abide by the requirements of the following, as applicable and as amended: Equal Pay Act of 1963 (EPA); Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964 (Title VII); Federal Executive Order 11246 (1965); Age Discrimination in Employment Act of 1967 (ADEA); Fair Housing Act of 1968; Equal Employment Opportunity Act of 1972; Title IX of the Education Amendments of 1972; Rehabilitation Act of 1973; Housing and Community Development Act of 1974; Vietnam Era Veteran's Readjustment Assistance Act of 1974; Discrimination Act of 1975; Americans with Disabilities Act of 1990 (ADA); and Civil Rights Act of 1991.

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

21. Governing Law; Venue. This Contract shall be governed by and construed and enforced in accordance with the internal laws of the State of Louisiana. Auditor hereby expressly

consents to the personal jurisdiction of the state and federal courts located in East Baton Rouge Parish, Louisiana for any lawsuit arising from or related to this Contract.

- 22. Claim or Controversy.** Any claim or controversy arising out of the Contract shall be resolved by the provisions of La. R. S. 39:1524-1526.
- 23. Headings.** The inclusion of headings in this Contract is for convenience of reference only and shall not affect the construction or interpretation hereof.
- 24. Invalidity of Provisions.** Each of the provisions contained in this Contract is distinct and severable and a declaration of invalidity or unenforceability of any such provision by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision thereof.
- 25. Entire Contract.** This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract. This Contract supersedes and replaces all prior agreements, if any, whether written or oral, with respect to the retaining of Auditor's services by the Board and any rights which Auditor may have by reason of any such prior agreement, if any. There are no warranties, representations or agreements between the parties in connection with the subject matter of this Contract except as specifically set forth or referred to in this Contract. No reliance is to be placed on any representation, opinion, advice or assertion of fact made by the Board or its members and/or employees, except to the extent that the same has been reduced to writing and included as a term of this Contract. Accordingly, there shall be no liability, either in tort or in contract, assessed in relation to any such representation, opinion, advice or assertion of fact, except to the extent aforesaid.
- 26. Waiver; Amendment.** Except as expressly provided in this Contract, no amendment or waiver of this Contract shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Contract shall constitute a waiver of any other provision nor shall any waiver of any provision of this Contract constitute a continuing waiver unless otherwise expressly provided.
- 27. Beneficiary and Immunity.** No person not a party to this Contract may bring a cause of action pursuant to this Contract as a third party beneficiary. The Contract may not be interpreted to waive sovereign immunity of any party to this Contract to the extent such party may have immunity under Louisiana law.
- 28. Indemnification; Insurance.** Auditor shall indemnify and save harmless the Board against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money to any party accruing against the Board growing out of, resulting from, or by reason of any act or omission of Auditor, his or her agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Contract. Such indemnification shall include

the Board's fees and costs of litigation, including, but not limited to, reasonable attorney's fees. Auditor shall provide and bear the expenses of all personal and professional insurance related to his or her duties arising under this Contract.

29. Construction. Neither this Contract nor any provision contained in this Contract will be interpreted in favor of or against any party hereto because such party or his or her legal counsel modified this Contract or such provision. Whenever the plural form of a word is used in this Contract, that word will include the singular form of that word. Whenever the singular form of a word is used in this Contract, that word will include the plural form of that word. The term "and" shall also mean "or" and "or" shall also mean "and" as the context permits or requires to provide the broadest meaning or inclusion of the subject. The term "include" or any derivative of such term does not mean that the items following such term are the only types of such items.

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

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

32. Acknowledgment. Auditor acknowledges that he or she:

32.1. Has had sufficient time to review and consider this Contract thoroughly;

32.2. Has read and understands the terms of this Contract and his or her obligations hereunder; and

32.3. Has been given an opportunity to obtain independent legal advice, or such other advice as he or she may desire concerning the interpretation and effect of this Contract.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Contract on the dates and at the places set forth below.

WITNESSES:		LOUISIANA PUBLIC DEFENDER BOARD	
Signature:		By:	
Printed Name:			James "Jay" T. Dixon, Jr.
			State Public Defender
Signature:			
Printed Name:			Date of Signing
			Baton Rouge, Louisiana
			Place of Signing

WITNESSES:		AUDITOR	
Signature:		By:	
Printed Name:			
			Tax I.D. #
			Telephone:
Signature:			Cell:
Printed Name:			
			Date of Signing
			Place of Signing

ATTACHMENT NO. 1

1.1 INSTRUCTIONS FOR SUBMITTING INVOICES

At the end of each two week period, an itemization of all work performed, listing time by date for work performed by hours, down to the quarter of an hour, with specific reference to the nature of the work performed should be invoiced to the Louisiana Public Defender Board.

When invoices are submitted at the end of each two week period, you must indicate the amount of your contract, the amount billed to date and the remaining balance.

Such invoices are to be submitted in the form of an affidavit.