

**REQUEST FOR PROPOSALS FOR
UPDATE OF GROUNDWATER MODEL OF SPARTA AQUIFER IN NORTH
LOUISIANA AND SOUTH ARKANSAS**



GROUNDWATER CONSERVATION DISTRICT

RFP No. 2021-1

PROPOSAL DUE DATE/TIME: DECEMBER 15, 2021 @ 3:00 PM

SPARTA GROUNDWATER CONSERVATION DISTRICT

ISSUED NOVEMBER 3, 2021

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ATTACHMENTS

Attachment 1: Map of Sparta Aquifer in North Louisiana and South Arkansas

Attachment 2: Certification Statement

Attachment 3: Sample Contract

REQUEST FOR PROPOSALS FOR UPDATE OF GROUNDWATER MODEL OF SPARTA AQUIFER IN NORTH LOUISIANA AND SOUTH ARKANSAS

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Introduction

This Request for Proposals (“RFP”) is issued by the Sparta Groundwater Conservation District (the “District” or “SGCD”), a Louisiana political subdivision, to obtain competitive Proposals from qualified Proposers to provide an update to the groundwater model of the Sparta Aquifer in North Louisiana and South Arkansas and related Services.

1.2 Background

The Sparta Aquifer currently serves as the primary source of potable water for sixteen northern Louisiana parishes in which seven of the parishes receive ninety percent of their water. The Aquifer provides water for residential, commercial, municipal, industrial, agricultural, and recreational uses in the region. However, recent withdrawals from the Aquifer have exceeded its natural recharge. In view of concern of the amount of water usage from the Aquifer and the increase of natural disasters, the District has been awarded a grant by the Economic Development Administration (“EDA”) of the U. S. Department of Commerce to conduct a three-phase study of the Aquifer, including the following:

1. Reinstatement of the groundwater monitoring network of the Aquifer.
2. Update the groundwater model of the Aquifer.
3. Develop a water budget database for the Aquifer.

To implement Phase 1, the District has entered into a Cooperative Endeavor Agreement with the United States Geological Survey (“USGS”) to reinstate the groundwater monitoring network for the Aquifer and compile and publish water usage data reflected by the monitoring activities over a three-year period. This RFP addresses Phase 2 and Phase 3. The overall study is expected to take approximately three years to complete.

1.3 Goals and Objectives

The goal and objective of this RFP is to select an experienced Contractor who will provide the District with an updated groundwater model of the Aquifer and other items set forth in the Scope of Services.

1.4 Term of Contract

The term of the Contract resulting from this RFP will be negotiated with the selected Proposer and is anticipated to encompass a period of up to twenty-four (24) months.

1.5 Definitions & Acronyms

- A. Addendum or Addenda – Amendment(s) or modification(s) to the RFP.
- B. Board – The Board of Commissioners of the District, including its individual members.
- C. Contract – A contract between the District and the selected Proposer resulting from this RFP.
- D. Contractor – The selected Proposer.
- E. 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.
- F. District or SGCD – The Sparta Groundwater Conservation District.
- G. District Website – The District website which can be accessed at <https://www.spartaaquifer.com/>.
- H. Project – Includes all aspects of Phase 2 and Phase 3 of the study of the Aquifer referred to in Section 1.2.
- I. Proposer – A firm or institution that responds to this RFP.
- J. Proposal – The response by a Proposer to this RFP.
- K. RFP – This Request for Proposals.
- L. RFP Link – The link to the RFP on the District Website which can be accessed at <https://www.spartaaquifer.com/rfp>.
- M. Sample Contract – The Sample Contract attached as Attachment 3.
- N. Services or Work – The services or work to be performed as referred to in the SOS and specified in the Contract.
- O. SOS or SOW – Scope of Services or Scope of Work, used interchangeably.
- P. Sparta Aquifer or Aquifer – The Sparta Aquifer in North Louisiana and South Arkansas as depicted on Attachment 1.
- Q. Subcontractor – A firm or institution that subcontracts with the Contractor to perform Services under the Contract.
- R. USGS – The United States Geological Survey.

- S. Shall, Will and Must – Denotes mandatory requirements.
- T. May and Can- Denotes an advisory or permissible action.
- U. Should – Denotes a desirable action.

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised	November 3, 2021
Pre-proposal conference at 10:00 a.m.	November 15, 2021
Deadline for receipt of written inquiries	November 26, 2021
Deadline to respond to written inquiries	December 3, 2021
Deadline for receipt of Proposals	December 15, 2021
Notice of Intent to award (on or about)	January 18, 2022
Contract execution (on or about)	January 31, 2022

NOTE: The District reserves the right to revise this schedule. Revisions, if any, before the Deadline for receipt of Proposals will be formalized by the issuance of an Addendum to the RFP.

1.7 Proposal Submittal

Firms or institutions who are interested in providing Services requested under this RFP must submit a Proposal containing the mandatory information specified in the RFP. The Proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 3:00 p.m. local time on the date specified in the Schedule of Events. Fax or e-mail submissions will not be accepted. Proposers mailing or delivering their Proposals should allow sufficient mail or delivery time to ensure receipt of their Proposal by the time specified.

The front of the Proposal package should be marked as follows:

Update of Groundwater Model of Sparta Aquifer

RFP 2021-1

Date: _____

The Proposal package must be delivered at the Proposer's expense to:

Lindsay Gouedy, Executive Director
Sparta Groundwater Conservation District
308 North Vienna Street
Ruston, Louisiana 71270
Spartaaquifer@gmail.com
(318) 245-8694

Each Proposer is solely responsible to ensure their Proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.8 Qualifications for Proposers

1.8.1 Desirable Qualifications

The Proposer's staff (either prime or Subcontractor) should meet the following qualifications:

- It is highly desirable that Proposers have extensive experience in creating and updating aquifer groundwater models and running various scenarios.
- It is highly desirable that Proposers have a working knowledge of the hydrogeology and hydrology of the Sparta Aquifer in North Louisiana and South Arkansas.

1.9 Proposal Response Format

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

- A. Executive Summary:** This section serves to introduce the scope of the Proposal. It shall include information including the Proposer's contact name, email address, and phone number. It shall include 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 the District's overall requirements in the time frames set by the District.

The executive summary should include a positive statement of compliance with the Contract terms, as set forth in the Sample Contract. If the Proposer cannot comply with any of the Contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract and submit whatever exceptions or 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.

- B. Company/Institution Background and Experience:** The Proposers should give a brief description of their company or institution including a brief history, corporate or organization structure, and the number of years in business or existence.

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 Services. Proposers should describe their experience in Louisiana and/or other states or with corporate or governmental entities of comparable size and diversity with references from previous clients including names and contact information.

Proposers should clearly describe the Proposer's ability to meet or exceed the qualifications described in Section 1.8.

- C. Approach and Methodology:** Proposals should include sufficient information to satisfy evaluators that the Proposer has the appropriate experience, knowledge, and qualifications to perform the Services. Proposers should respond to all requested areas.

The Proposer should:

- Provide an understanding of the nature of the Scope of Services and how the Proposer will best meet the needs of the District.
- Define a functional approach in providing the Services.
- Describe the approach to project management and quality assurance.
- Provide a sample proposed project work plan that reflects the approach and methodology and deliverables, such as schedules, timetables, and staffing.
- Make recommendations, if applicable, of additions, modifications, or refinements to the Scope of Services to meet the goals and objectives of the Project.

- D. Staff Qualifications:** 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 that will be contributing to the completion of the items outlined in the Scope of Services. 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, including the Project Manager, 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.

Proposers should clearly describe their ability to meet or exceed the staff qualifications described in Section 1.8.

E. (Intentionally Left Blank)

F. Cost Proposal: The Proposer shall provide a total estimated cost for the Work pursuant to the Scope of Services.

Compensation to the Contractor for the Services shall be based on a negotiated price for the Work.

The budget for the Work pursuant to the Scope of Services is anticipated to be \$300,000.00.

G. Certification Statement: The Proposer must sign and submit the original Certification Statement shown as Attachment 2.

H. (Intentionally Left Blank)

I. Subcontractors: Persons who are not full-time employees of the Proposer shall be considered Subcontractors. All Subcontractors necessary to conduct the Work should be identified in the Proposal as specified in 1.24 "Use of Subcontractors", including the projected percentage of the Scope of Services to be accomplished by each Subcontractor. For each Subcontractor, the Proposer should include letters of agreement to undertake their portion of the proposed Work.

J. Insurance: The Proposal should include a certificate of insurance showing that the Proposer has in effect limits of insurance required by Section 1.32 "Insurance Requirements for Contractors" or in substantial compliance with such requirements. If selected as a Contractor, the Proposer shall provide certificates of insurance as proof of coverage at the time of contract negotiation and execution.

1.9.1 (Intentionally Left Blank)

1.10 Number of Copies of Proposals

One (1) original and five (5) hard copies of the Proposal shall be submitted to the RFP Coordinator at the address specified. The Proposal shall be submitted in an electronic format as one document (i.e., compact disc or flash drive). The original Proposal shall contain original signatures of those company or institution officials, or agents duly authorized to sign Proposals or Contractson behalf of the organization. A copy of a resolution granting such authority should be submitted if Proposer is a corporation or limited liability company. The copy of the Proposal with original signatures will be retained for incorporation in any Contract resulting from this RFP.

Hard copy	1 original, 5 copies
Electronic copy	1 (compact disc or flash drive)

1.11 Submittal Clarity

Proposers are encouraged to submit Proposals in a concise, orderly fashion that includes complete, appropriate comments, documentation, and submittals to address the RFP requirements.

1.12 Legibility/Clarity

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

1.13 Confidential Information, Trade Secrets, and Proprietary Information

1.13.1 Confidential Information of District

All financial, statistical, personal, technical, and other data and information relating to the District’s operation which are designated confidential by the District and made available to the Contractor in connection with the Project, if any, or which become available to the Contractor in connection with the Project, if any, 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 District.

The identification of all such confidential data and information as well as the District’s procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the District in writing to the Contractor if applicable. If the methods and procedures employed by the Contractor for the protection of the District’s data and information are deemed by the District to be adequate for the protection of the District’s confidential information, such methods and procedures may be used, with the written consent of the District, 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 that 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.

1.13.2 Confidential Information of Proposers

Only information which is in the nature of legitimate trade secrets or non-published financial data included in a Proposal shall be deemed proprietary or confidential by the Proposer. 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, La. R.S. 44:1, et seq., and applicable rules and regulations. Any Proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.13.3 News Media Releases

A Proposer or Contractor shall not discuss and/or release information to the news media concerning this Project without prior express written approval of the District.

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

A non-mandatory pre-proposal conference will be held on November 15, 2021 at 10:00 a. m. at the City of Ruston Public Works Complex located at 701 East Tennessee Avenue, Ruston, Louisiana 71270. At this time, it is anticipated that participation by potential Proposers may be in person or virtually. Information regarding virtual participation will be posted in the RFP Link on the District Website. The purpose of the conference is for Proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any potential Proposer attending the pre-proposal conference may have no more than three (3) duly authorized representative(s) at the conference.

Although informal questions will be permitted and spontaneous answers may be provided during the conference, the only official answer or position of the District 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 conference, questions will be reviewed and the official response will be posted on the District Website.

1.14.2 Proposer Inquiries

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

Lindsay Gouedy, Executive Director
Sparta Groundwater Conservation District
308 North Vienna Street
Ruston, Louisiana 71270
Spartaaquifer@gmail.com
(318) 245-8694

The District will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by 3:00 p.m. local time on the date specified in the Schedule of Events. The District shall reserve the right to modify the RFP should a change be identified that is in the best interest of the District.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events which can be found in the RFP Link on the District Website.

Only the RFP Coordinator or designee has the authority to officially respond to a Proposer's questions on behalf of the District. Any communications from any other individuals shall be not binding on the District.

1.15 Errors and Omissions in Proposal

The District will not be liable for any errors or omissions in the Proposals. The District reserves the right to seek clarification of any Proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.16 Changes or Addenda

The District reserves the right to revise 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 on the RFP Link of the District Website. It shall be the responsibility of the Proposer to check the District Website for Addenda to the RFP.

1.17 Withdrawal of Proposal

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

1.18 Waiver of Administrative Informalities

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

1.19 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the District to award a Contract. The District 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 District's best interest.

1.20 Ownership of Proposal

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

1.21 Cost of Offer Preparation

The District 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 District.

1.22 (Intentionally Left Blank)

1.23 Determination of Responsibility

Determination of each Proposer's responsibility relating to this RFP shall be made according to the following standards:

- 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 at a cost within the applicable budget;
- 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 District to make its determination by presenting acceptable evidence of the above to perform the Services.

1.24 Use of Subcontractors

The District shall enter into a Contract with a single prime Contractor as the result of any Contract negotiation, and that Contractor shall be responsible for all deliverables specified in the RFP and Proposal. This general requirement notwithstanding, Proposers may enter into Subcontractor arrangements, however, Proposers 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 types of tasks to be performed by the Subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each Subcontractor. The prime Contractor shall be the single point of contact for all Work.

Unless provided for in the Contract with the District, the prime Contractor shall not contract with any other party for any of the Services without the express prior written approval of the District.

1.25 Oral Discussions/Presentations

After the initial evaluation of Proposals, the District, in its sole discretion, may require one or more Proposers whose Proposals meet the preliminary screening and mandatory requirements review, to provide an oral presentation as to the manner the Proposer plans to provide the Services and related matters. If oral presentations are requested by the District, information, requirements, and evaluation criteria for presentations will be provided to the contact person for each of said Proposers. The District reserves the right to adjust the original scores based upon information received in the presentation, using the original and/or additional evaluation criteria. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

1.26 Acceptance of Proposal Content

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

1.27 Evaluation and Selection

The evaluation of Proposals will be accomplished by a Proposal Review Committee to be designated by the District, which will determine the Proposal most advantageous to, in the best interest of, and providing the best value to the District, taking into consideration cost and the other evaluation factors set forth in the RFP, and as otherwise referred to in Part III. The Committee may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or Proposal.

1.28 (Intentionally Left Blank)

1.29 Contract Award, Negotiation, and Execution

The District reserves the right to enter into a Contract based on the Proposals received without further Discussion of the Proposals submitted. The District reserves the right to contract for all or a partial list of Services offered in the Proposals.

The selected Proposer shall be expected to enter into a Contract that is substantially similar as the Sample Contract. A Proposer shall not submit its own standard contract

terms and conditions as a response to this RFP. The Proposer should submit in its Proposal any exceptions or Contract deviations that it wishes to negotiate. Contractor award and execution is contingent upon the selected Proposer and the District reaching an agreeable Contract. Negotiations may coincide with the announcement of the selected Proposer. This RFP, including any Addenda, and the selected Proposal shall become part of the Contract.

If the Contract negotiation period exceeds 30 business days, or if the selected Proposer fails to sign the final Contract within 30 business days of delivery, the District may elect to cancel the award and award the Contract to another Proposer.

1.30 Notice of Intent to Award

The District will notify the selected Proposer of the intent to award a Contract and proceed to negotiate terms for a Contract. The District reserves the right to make multiple awards. Unsuccessful Proposers will be notified in writing accordingly. The selected Proposer will be posted on the RFP Link on the District Website.

1.31 Right to Prohibit Award

The District shall be authorized to reject a Proposal from, or not award a Contract to, a firm 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 awarded under state or federal laws governing public contracts.

1.32 Insurance Requirements for Contractors

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

1.32.1 Contractor's Insurance

The Contractor shall not commence work under a Contract until Contractor has obtained all insurance required herein at the expense of the Contractor. Certificates of Insurance, fully executed by officers or authorized representatives of the respective Insurance Company, shall be provided to the District for approval. The Contractor shall not allow any Subcontractor to commence work on its Subcontract until all similar insurance required for the Subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the District before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the District and consented to by the District in writing and the policies shall so provide.

1.32.2 Worker's Compensation Insurance

Before any work is commenced, the Contractor shall maintain during the term of the Contract, Workers' Compensation Insurance for all of the Contractor's employees while engaged in any of the Services under the Contract. In case any Work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract is not protected under the Louisiana Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all Subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

1.32.3 Commercial General Liability Insurance

The Contractor shall maintain during the term of the Contract such Commercial General Liability Insurance which shall protect Contractor, the District, and any Subcontractor during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by Contractor or by a Subcontractor, or by anyone directly or indirectly employed by either of them or in such a manner as to impose liability to the District. Such insurance shall name the District and the Board as additional insureds for claims arising from or as the result of the operations of the Contractor or Subcontractors. In the absence of specific regulations/provisions, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage, and contractual liability, with combined single limits of no less than \$1,000,000.

1.32.4 Licensed and Non-Licensed Motor Vehicles

The Contractor shall maintain during the period of the Contract, Business Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract unless such coverage is included in insurance elsewhere specified.

1.32.5 Subcontractor's Insurance

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

1.32.6 Errors & Omissions

It will be the Contractor's responsibility to maintain Errors and Omissions coverage with limits of \$1,000,000. This Errors and Omissions coverage must be maintained throughout the period of this Contract.

1.33 Indemnification and Limitation of Liability

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

Contractor shall be fully liable for the actions of its agents, employees, partners, or Subcontractors and shall fully indemnify, defend, hold harmless the District and the Board from suits, actions, damages, and costs of every kind and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder to the extent due to the negligent act or failure to act of the District or the Board. If applicable, Contractor will indemnify, defend and hold the District and the Board 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 District or the Board in any action for infringement of any patent, copyright, trademark, trade secret or other intellectual property right, provided that the District 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.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or 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 District may, in addition to other remedies available to the District, and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against any performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and/or other liability asserted by or against the District.

1.34 Payment

Payment terms shall be negotiated with the selected Proposer. Payments to the Contractor are predicated upon written approval by the District of periodic reports describing the completion of specified Work, an accompanying Invoice, verification of satisfactory performance of said Work, and as otherwise set forth in the Contract.

Contractor will not be paid more than the maximum amount of the Contract.

1.34.1 (Intentionally Left Blank)

1.35 Termination

1.35.1 Termination of the Contract for Cause

District may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the District 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 District 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 District to comply with the terms and conditions of this Contract provided that the Contractor shall give the District written notice specifying the District agency's failure and a reasonable opportunity for the District to cure the defect.

1.35.2 Termination of the Contract for Convenience

The District 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 the Work has been performed satisfactorily.

1.35.3 (Intentionally Left Blank)

1.36 Assignment

No Contractor shall assign any interest in a Contract by assignment or transfer, without prior written consent of the District. 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 a Contract without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the District.

1.37 Right to Audit

The District and federal auditors shall be entitled to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that such books and records relate to the performance of such Contract or Subcontract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the Subcontractor for a period of five (5) years from the date of final payment under the Subcontract unless a longer period of time is required in accordance with other applicable state or federal law.

1.38 Civil Rights Compliance

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

1.39 Ownership

All documents, records, reports, maps, graphs, charts, media, materials, files, programs, data, information, or other items related to the Scope of Services and any Contract resulting from this RFP and/or Proposal, created or obtained by the Contractor in connection with the performance of the Services pursuant to a Contract shall become the property of the District and shall, upon request, be provided or returned by the Contractor to the District, at the Contractor's expense, at termination or expiration of the Contract. This specifically includes, without limitation, all digital files, programs, and data related to the groundwater model of the Aquifer.

1.40 Entire Agreement / Order of Precedence

This RFP, any Addenda, the Contractor's Proposal, and any Contract, including any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter. In the event of any inconsistent or incompatible provisions, the signed Contract (excluding the RFP and the Proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's Proposal.

1.41 Contract Modifications

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

1.42 Substitution of Personnel

The Contractor's personnel assigned to this Project shall not be replaced without the prior written consent of the District. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event any of Contractor's personnel become unavailable due to resignation, illness, or other reason beyond Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing the Work. The Contractor will make every reasonable attempt to assign the personnel listed in the Proposal to the Project.

1.43 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the Contract shall be in the Third Judicial District Court, Parish of Lincoln, State of Louisiana.

1.44 (Intentionally Left Blank)

1.45 Code of Ethics

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

1.46 Corporate / Company Requirements

If the Contractor is a corporation or a limited liability company not incorporated or organized under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to La. R.S. 12:301-302 or La. R.S. 12:1345-1347 from the Louisiana Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana Secretary of State.

1.47 (Intentionally Left Blank)

PART II: SCOPE OF SERVICES / WORK

2.1 Execution of Work

The Contractor shall perform all Work required to accomplish the Scope of Services. The Contractor shall provide all primary staff, support staff, and specialists as well as labor, equipment, and supplies necessary to plan, perform, supervise, and deliver the required Work and perform the required Services.

2.1.1 Services

Contractor shall provide services associated with the following Scope of Services, including but not limited to, the following:

1. Update, revise, or reconstruct the groundwater model of the Sparta Aquifer as documented in McKee and Clark (2003). The new model should simulate the potentiometric surface of the Sparta aquifer in north Louisiana and south Arkansas from pre-development (1898) through 2020 at a similar or finer temporal and spatial resolution used by McKee and Clark (2003). The model will be a calibrated model with the calibration process involving adjusting the model-input variables to produce an optimized match between simulated and observed aquifer heads. Model error, as measured as a comparison of simulated and observed heads using root-mean-square error analysis, should be comparable to or improved over that reported in McKee and Clark (~18 ft). The groundwater model should use one of the currently supported versions of USGS MODFLOW code (MODFLOW 6, MODFLOW-2005, or MODFLOW-NWT).
2. Compile water-use data of all major users of the Aquifer (users using more than one million gallons per day) and analyze trends at the local and regional scales for a minimum of the past 20 years by water use category (e.g. industrial, public supply) using available information (USGS).
3. Compile data on water levels of the Aquifer over the same 20-year time period using available information (USGS) and conduct a comparative analysis starting with generation of representative hydrographs in important regions of the model area, followed by application of GIS spatial analysis generating water-level difference maps as well as related maps and/or graphs.
4. Use the model and other collected information to assess the present condition of the Aquifer across the modeled area, contrasting and comparing regions that present different or similar results.
5. Develop and run three (3) representative predictive scenarios to explore and project possible future Aquifer conditions under different conditions of pumping and water management, described as follows:

Scenario 1 (Status Quo): Presents a model simulation using constant withdrawal rates at current values for the period 2022-2052, and then extending to steady-state. This scenario provides a baseline for comparison to other simulations.

Scenario 2 (No WL Decline): Presents a model simulation using a reduction in withdrawals from current values, for the period 2022-2052, such that no further water level declines (equilibrated or rising water levels) occur.

Scenario 3 (Full Saturation): Presents a model simulation using the minimum reduction in withdrawals from current values, for the period 2022-2052, to return water levels in the Sparta aquifer that are currently below the top of the formation to fully saturated conditions within the 30-year scenario timeframe.

6. Create a database of previously published water budgets and any scenarios analyzed for the Sparta Aquifer and compare to the water budgets derived from the calibrated groundwater flow model.
7. Prepare a technical report describing results of the study, including model-construction details, calibration procedure, model assessment (fit and error), and simulation results (including applicable maps, graphs, charts, etc.).
8. Prepare a digital archive of the MODFLOW model.

2.1.2 Meetings/ Reporting Requirements

The Contractor will be required to attend meetings as requested by the District. The Contractor shall be required to submit periodic reports as specified in the Sample Contract.

PART III: EVALUATION

3.1 Evaluation

Proposals that meet the preliminary screening and mandatory requirements review will be evaluated based on information provided in the Proposal and in any oral presentation referred to in Section 1.25.

The Proposal Review Committee will initially evaluate and score the Proposals using the criteria and scoring as follows:

<u>CRITERIA</u>	<u>MAXIMUM SCORE</u>
1. Experience providing computer-generated groundwater modeling services	20
2. History/previous work delivering similar grant-funded projects on time and on budget	20
3. Qualifications, expertise, and experience of project team	20
4. Proposed project approach including conceptual and technical approach in preparing the plan, including assurance of the Proposer's ability to provide deliverables in a timely fashion and with high quality	20
5. Working knowledge of the hydrogeology and hydrology of the Sparta Aquifer in North Louisiana and South Arkansas	10
6. Cost	10
TOTAL MAXIMUM SCORE	100

While the numerical evaluation method will be used as an aid to evaluation, the selection ultimately is a business judgment that will reflect an integrated assessment of the relative merits of the Proposals and presentations, if applicable. As set forth in Section 1.27, the Proposal that is the most advantageous to, is in the best interest of, and provides the best value to the District will be recommended by the Evaluation Committee to the Board for selection and Contract award.

The District reserves the right to reject any (or all) Proposals that, in the judgment of the District pose, unacceptable risks of unsuccessful or untimely performance, unacceptable resources requirements, or costs exceeding the budget constraints.

The District reserves the right to request additional information or clarification from any or all Proposers.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

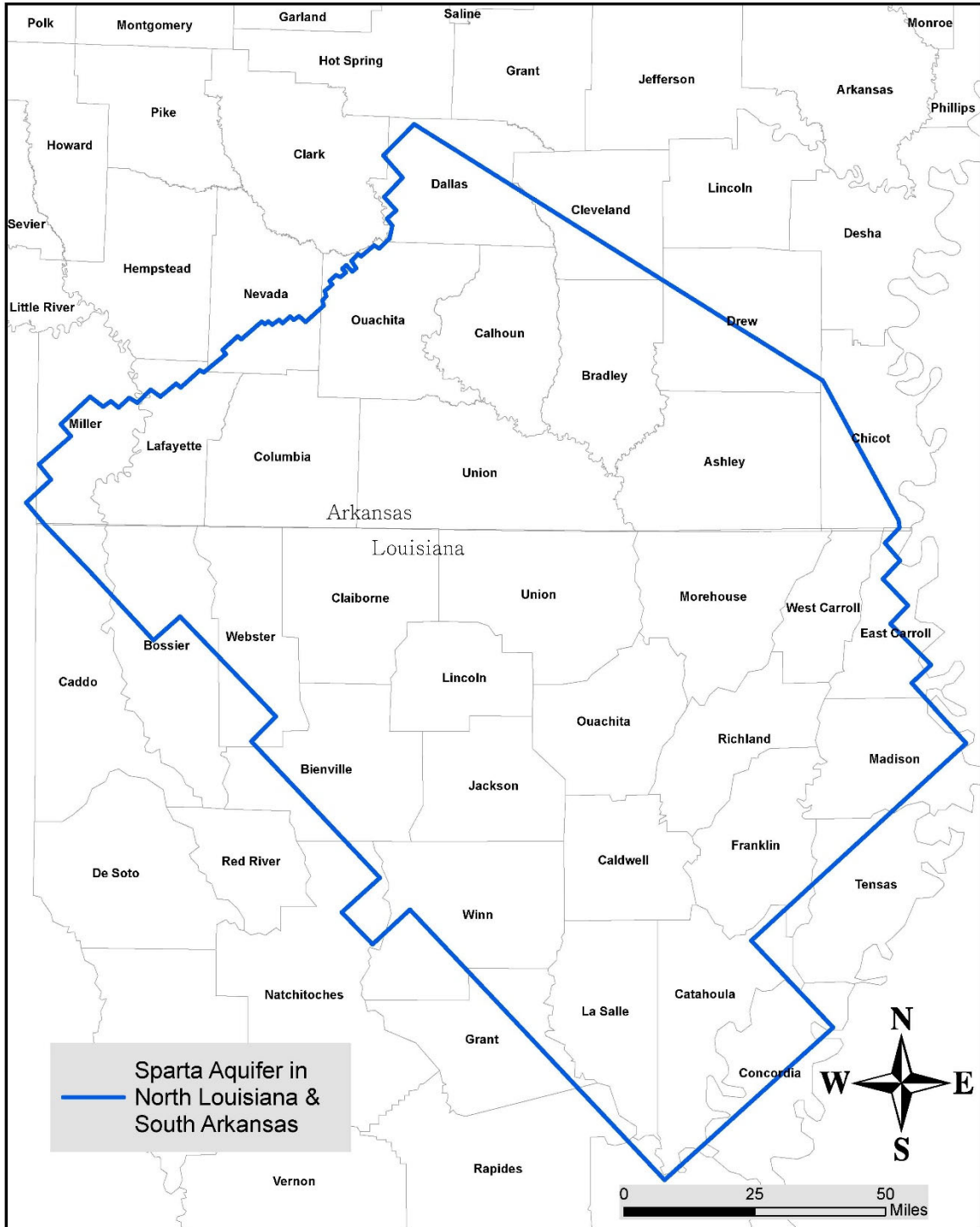
As required by Part II, Scope of Services, reporting requirements.

4.2 Performance Measurement/Evaluation/Monitoring Plan

The performance of the Contract will be monitored and measured by the District Contract Monitor or Project Manager, authorized on behalf of the District, to evaluate the Contractor's performance against the criteria in the Scope of Services and include the submission of periodic reports. Performance measures for the Contract shall include the Contractor's timely and successful, satisfactory completion, submission, and performance of all Work required by this RFP and submitted Proposals as set forth in the Contract, consistent with the provisions, goals and objectives of the Contract.

Attachment 1: Map of Sparta Aquifer in North Louisiana and South Arkansas

Map of Sparta Aquifer in North Louisiana and South Arkansas



Attachment 2: Certification Statement

UPDATE OF GROUNDWATER MODEL OF SPARTA AQUIFER RFP No. 2021-1

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 District 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 or type Clearly)

A. Official Contact Name: _____

B. E-mail Address: _____

C. Phone Number with area code: _____

D. U. S. Mail Address: _____

Proposer certifies that the above information is correct and grants permission to the District 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 Proposal 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 Proposal 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, Proposer will have 30 business days from the date of delivery of a final Contract in which to complete Contract negotiations, if any, and execute the final Contract.
- 6.) Proposer shall certify, by signing and submitting a Proposal for \$25,000 or more, that propose, 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.

Signature of Proposer or Authorized Representative: _____

Typed or Printed Name: _____

Date: _____

Title: _____

Firm or Institution Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Attachment 3: Sample Contract

CONTRACT

This Contract ("Contract" or "Agreement"), effective the _____ day of _____, 2022, is entered into by and between the **Sparta Groundwater Conservation District**, (the "District" or "SGCD"), whose address is _____, Ruston, Louisiana 71270, appearing herein by and through its undersigned duly authorized representative, and _____ ("Contractor" or "_____"), whose address is _____, appearing herein by and through its undersigned duly authorized representative (individually a "Party" and collectively the "Parties"), pursuant to the following terms and conditions:

- 1. Services and Work.** The Contractor shall provide all staff and specialists as well as labor, equipment and supplies necessary to plan, perform, supervise, and deliver the required Services and Work (the "Services" or "Work" or "Scope of Services") as set forth in Request for Proposals No. 2021-1 issued by the District on November 3, 2021 (the "RFP") and the Proposal by Contractor in response to the RFP dated _____, 2021 (the "Proposal"), which are incorporated herein by reference.
- 2. Goal and Objective.** The goal and objective of this Contract is to provide the District an updated model of the Sparta Aquifer as well as the other Services referred to in the RFP.
- 3. (Intentionally Left Blank).**
- 4. Performance Measures.** The performance of the Contract will be measured by the District Contract Monitor or District Project Manager, who is authorized on behalf of the District to evaluate the Contractor's performance pursuant to the criteria in the RFP. Performance measures for this Contract include Contractor's timely and successful completion, submission, and performance of any work product related to the Services provided through this Contract, consistent with the provisions of this Contract.
- 5. Contract Monitor.** _____ of the District, or designee, will act as the Contract Monitor (the "Contract Monitor") or Project Manager ("Project Manager") for this Project, to provide liaison between Contractor and the District, and to perform various duties which are specifically provided for in this Contract and the RFP.
- 6. Term of Contract.** This Contract shall begin on _____, 2022 and shall terminate on _____, 202____.
- 7. Deliverables.** The Contract will be considered complete when Contractor has delivered and District has accepted all deliverables specified in the Scope of Services of the RFP. The Contractor shall provide to the District the items specified in the RFP and the Proposal as products of the Services rendered under this Contract.

8. **Compensation.** In consideration of the Services, the District agrees to pay the Contractor a maximum fee of \$_____.
9. **Notice To Proceed.** The selected Contractor will commence Work under the Contract. Work will be tasked under a Contract signed by duly authorized representatives of both parties. The selected Contractor shall proceed with Work under the Contract upon receipt of a written Notice to Proceed.
10. **Payment Terms.** Payments to the Contractor are predicated upon written approval by the District of monthly progress reports in a format substantially similar to Appendix A describing the completion of Specified Work, verification of satisfactory performance of said Work, and an accompanying invoice. The final invoice shall be submitted within thirty (30) days following expiration of the Contract. Contractor will not be paid more than the maximum amount of the Contract, as may be amended.
11. **Substitution Of Key Personnel.** The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the District. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any District or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the District's or Contractor's reasonable control, as the case may be, the District or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in the Proposal.
12. **(Intentionally Left Blank).**
13. **(Intentionally Left Blank).**
14. **Indemnification and Limitation of Liability.** Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the District and its agents or representatives from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the District. If applicable, Contractor will indemnify, defend and hold harmless the District and its agents or representatives, 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 District in any action for infringement of any patent, copyright, trademark, trade secret or other intellectual property right, provided that the District 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 District or its agents or representatives may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the District shall require.

For all other claims against the Contractor where liability is not otherwise set forth in this Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or 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 District and its agents or representative's may, in addition to other remedies available to them 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.

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

Contractor's Insurance: The Contractor shall not commence work under this Contract until Contractor has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana district agency, shall be filed with the District for approval. The Contractor shall not allow any Subcontractor to commence work on a Subcontract until all similar insurance required for the Subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the District before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the District and consented to by the District in writing and the policies shall so provide.

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

and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect the Contractor, the District, and any Subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by the Contractor or by a Subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the District. Such insurance shall name the District as additional insured for claims arising from or as the result of the operations of the Contractor or his Subcontractors. In the absence of specific regulations/provisions, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of no less than \$1,000,000.

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

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

Errors & Omissions: It will be the Contractor's responsibility to maintain Errors and Omissions coverage with limits of \$1,000,000. This Errors and Omissions coverage must be maintained throughout the period of this Contract.

16. Claims For Liens. The Contractor shall be solely liable for and shall hold the District harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this Contract.

17. Taxes. Contractor hereby agrees that the responsibility for payment of all taxes from the funds received under this Contract shall be Contractor's obligation.

18. Cost Records. The District shall be entitled to audit the books, documents, papers and records of the Contractor and any subcontractors which are reasonably related to the Contract. The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from date of final payment under this Contract,

for inspection by the District and/or federal auditors, and copies of thereof shall be furnished if requested.

19. Ownership. All records, reports, documents, materials, files, programs, or other items related to the Scope of Services and any Contract resulting from this RFP and/or Proposal, created or obtained by the Contractor in connection with the performance of the services pursuant to a Contract herein shall become the property of the District and shall, upon request, be provided or returned by the Contractor to the District, at the Contractor's expense, at termination or expiration of the Contract. This specifically includes, without limitation, all digital files, programs, and data related to the groundwater model of the Aquifer.

19.1 Release of Information. The District encourages the use of data collected under its Contracts for the purpose of dissemination of information through presentations of technical/scientific papers in symposiums/seminars/workshops, publication in journals, newspaper articles and electronic media postings, etc. However, to better control the release of information, the use of the collected data/project information for dissemination purposes is subjected to the following stipulations:

- (a.) Written permission must be sought from the District prior to use of collected data/project information, for any of the publication purposes mentioned above.
- (b.) To obtain such permission a draft paper/presentation must be submitted to the District for review and approval prior to its release.
- (c.) In all such papers/presentations, the District (and others if appropriate) must be acknowledged as the source of funding for the data collection/project.
- (d.) In order to make all District contract deliverables consistent, the "Recommended Citation" on any final contract deliverables, documents, or reports shall use the contracted company or institution name and not individuals as the author. If the respective company or institution prefers, it can add a section entitled "Contributing Authors" or "Acknowledgements" to more explicitly list or give credit to the individual authors who have worked on the Project.

20. Right To Audit. The District and/or federal auditors shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of the last payment made under this Contract unless required for a longer period in accordance with other applicable state or federal law. Records shall be made available during normal working hours for this purpose.

21. Assignment. Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the District. This provision shall not be construed to prohibit the Contractor from assigning its 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 District.

22. Successors And Assigns. This Contract shall be binding upon the successors and assigns of the respective parties hereto.

23. No Third-Party Beneficiary. Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement.

24. Code Of Ethics. The Contractor acknowledges La. R.S. 42:1101 et seq., Code of Governmental Ethics applies to the Contractor in the performance of the Services required under this Contract. The Contractor agrees to immediately notify the District if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

25. Compliance With Federal And State Law. The Contractor and any Subcontractors must comply with applicable Federal labor laws covering non-Federal construction, including but not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c) and to the extent if applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a et seq). Contractor further agrees, in the case of any equipment and/or product authorized to be purchased under this Contract, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c).

Contractor agrees to abide by the requirements of all other applicable federal and state statutes, laws, rules, and regulations, and this Contract shall contain, either specifically or by reference, the applicable provisions of Appendix II to Part 200, pursuant to 2 CFR 200.327, a copy of which is attached as Appendix B.

Further, Contractor and its employees, Subcontractors and agents agree to comply with all applicable federal, State, and local laws, policies, and ordinances in carrying out the provisions of this Contract.

26.1 Confidential Information of District. All financial, statistical, personal, technical, and other data and information relating to the District's operation which are designated confidential by the District and made available to the Contractor in connection with the Project, if any, or which become available to the Contractor in connection with the Project, if any, 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 District.

The identification of all such confidential data and information as well as the District's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the District in writing to the Contractor if

applicable. If the methods and procedures employed by the Contractor for the protection of the District's data and information are deemed by the District to be adequate for the protection of the District's confidential information, such methods and procedures may be used, with the written consent of the District, 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 that 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.

26.2 Confidential Information of Proposers. Only information which is in the nature of legitimate trade secrets or non-published financial data included in a Proposal shall be deemed proprietary or confidential by the Proposer. 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, La. R.S. 44:1, et seq., and applicable rules and regulations. Any Proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

27. Contractor Employee Whistleblower Rights and Requirement to Inform. This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (F.A.R.) 3.908. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the F.A.R. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold.

28. 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 Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and 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.

29. Disadvantaged Business Enterprises. The Contractor agrees to ensure that Disadvantaged Business Enterprise ("DBEs") have the maximum opportunity to participate in the performance of this contract and any Subcontracts for supplies,

equipment, construction, or services that may be issued. In this regard, the Contractor shall take all necessary steps to ensure that DBEs have the maximum opportunity to compete for and perform services relating to this Contract.

The following good faith efforts for utilizing DBEs are required:

1. Solicitations for products or services shall be sent to firms/individuals listed as DBEs.
2. Where feasible, divide total requirements into smaller tasks to permit maximum DBE participation.
3. Where feasible, establish delivery schedules which will encourage DBE participation.
4. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBD) and the U.S. Small Business Administration to identify DBEs.
5. Encourage contracting with a consortium of DBEs when a contract is too large for one of such firms to handle individually.
6. Require that each party to a subcontract tasks the affirmative steps outlined herein.

For the full term of the Contract, the Contractor agrees to abide by all regulatory requirements which are issued pursuant to these laws by any federal agency whose funds have been used to fund the Work under this Contract, and which is in effect as of the beginning date of the Contract. Additionally, the Contractor agrees to abide by all applicable Federal laws, policies, and regulations that govern the use of DBEs.

30. (Intentionally Left Blank).

31. Subcontractors. The Contractor may, with prior written permission from the District, 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 District for any breach in the performance of the Contractor's duties under the Contract. The Contractor will be the single point of contact for all Subcontractor work.

32. (Intentionally Left Blank).

33. Certificate Of Debarment / Suspension Status. Contractor certifies with its execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of notice of proposed debarment or suspension. Contractor agrees to secure from any subcontractor(s) for the Project certification that such subcontractor(s) are not suspended, debarred or declared ineligible from

entering into contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

Contractor shall provide immediate notice to the District in the event of it or its subcontractor(s) being suspended, debarred or declared ineligible by any department or agency of the Federal Government or of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this agreement.

Upon receipt of notice of suspension, debarment, or declaration that Contractor or its contractor(s) or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Federal Government or of the State of Louisiana, either prior to or after execution of this agreement, the District reserves the right to review the cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Contract pursuant to Section 34 of the Contract entitled Termination For Cause, or take such other action it deems appropriate under this Contract.

34. Termination For Cause. The District may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract, provided that the District shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of such failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the District may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the District to comply with the terms and conditions of this Contract, provided that the Contractor shall give the District written notice specifying the District's failure and a reasonable opportunity for the District to cure the defect.

Notwithstanding the above, the Contractor will not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the Contract by the Contractor, and the District may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the District from the Contractor is determined.

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

36. Reporting Of Fraud, Waste, Abuse or Criminal Activity. In accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potentially any criminal activity pertaining to any grant funds shall be reported to the U.S. Department of Treasury and the U.S. Treasury OIG. Additionally, in accordance with La. R.S.

24:523.1, any actual or suspected misappropriation, fraud, waste or abuse of public funds shall be reported to one of the following:

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or Fax to: 1-844-40-FRAUD (1-844-403-7283)

Or report via U.S. Mail: LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804

37. (Intentionally Left Blank).

38. Disputes. Before any party to this Contract may bring suit in any court concerning any issue relating to this Contract, such party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The exclusive venue for any suit arising out of this Contract shall be in the Third Judicial District Court for the Parish of Lincoln, State of Louisiana.

39. Complete Contract. This is the complete Contract between the Parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither Party relying on any statement or representation made by the other Party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms.

40. Entire Agreement and Order of Precedence. This Contract, together with the RFP and Contractor's Proposal, 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 RFP, its amendments and the Proposal; second priority shall be given to the provisions of the RFP and its amendments; and third priority shall be given to the provisions of the Proposal.

41. Agreement Approval. This Contract shall not be effective until it has been approved and signed by duly authorized representatives of both parties.

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

43. 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 Third Judicial District Court, Parish of Lincoln, State of Louisiana.

44. Provision Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not

correctly inserted, then upon the application of either party the Contract shall forthwith be amended to make such insertion or correction.

45. 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.

46. Signatures. This Contract may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signatures of all persons required appear on each counterpart to bind any party. All counterparts shall collectively constitute a single instrument. Additionally, a signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and thereafter attached to another identical counterpart. It shall not be necessary in making proof of this instrument or for purposes of recordation to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto.

(SIGNATURE PAGES FOLLOW)

THUS DONE AT _____, Louisiana, the _____ day of _____, 2022.

WITNESSES:

SPARTA GROUNDWATER
CONSERVATION DISTRICT

Print Name: _____

Print Name: _____

By: _____
Nick Cox, President of Board
of Commissioners

Notary Public

THUS DONE AT _____, _____, the _____ day of _____, 2022.

WITNESSES:

_____ (Contractor)

Print Name: _____

Print Name: _____

By: _____

_____, _____

Notary Public

APPENDIX A

MONTHLY PROGRESS REPORT

**SPARTA GROUNDWATER CONSERVATION DISTRICT
UPDATE OF GROUNDWATER MODEL OF SPARTA AQUIFER**

Contractor: _____ Contract No. _____

Invoice No.: _____ Invoice Amount: _____

Total Contract Amount: _____ Total Invoiced to Date: _____ Balance: _____

I. WORK COMPLETED TO DATE (ACCORDING TO CONTRACT):

A. Percentage of work completed (include percentage completed and/or milestones accomplished):

B. Services Performed (includes services performed and appropriate number of hours worked):

II. DELIVERABLES:

III. COMMENTS:

Contractor Representative: _____ Date: _____

Print Name: _____

Sparta Contract Monitor: _____ Date: _____

Print Name: _____

APPENDIX B

SPARTA GROUNDWATER CONSERVATION DISTRICT UPDATE OF GROUNDWATER MODEL OF SPARTA AQUIFER

Pt. 200, App. II

2 CFR Ch. II (1-1-14 Edition)

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the

Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is

compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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).

(I) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.