

# Solicitation

## Deepwater Horizon Oil Spill Claims Technical Assistance

**Closing Date: July 02, 2010 8:00 AM**

*Proposals (original and 2 copies) must be received by 8:00 a.m. on July 02, 2010, by Michael Dailey, Department of Social Services, 627 North 4th Street, Baton Rouge, LA 70802*

### Department of Social Services

627 North 4<sup>th</sup> Street  
Baton Rouge, LA 70802  
<http://www.dss.louisiana.gov/>



Department of  
**Social Services**  
*Building a Stronger Louisiana*

**AND**

**The Office of Community Development  
The Louisiana Workforce Commission**

**June 2010**

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**State of Louisiana**  
**Department of Social Services**  
**OFFICE OF THE SECRETARY**

Bobby Jindal  
GOVERNOR

Kristy H. Nichols  
Secretary

**NOTICE TO PROPOSERS**

The Louisiana Department of Social Services (DSS), the Office of Community Development (OCD) and the Louisiana Workforce Commission (LWC) hereby solicit proposals under emergency procurement E.O 10-08 Emergency Procedures for Conducting State Business from qualified proposers to provide community-based technical assistance to individuals and small businesses in the impacted coastal region with the British Petroleum (BP) claims process and other government or philanthropic support programs in regard to the Deepwater Horizon Oil Spill.

The funding available for these services is contingent upon availability for the time period of this emergency event.

Guidelines for proposals may be obtained by downloading the Solicitation for Proposals document from the DSS Website, @ <http://www.DSS.louisiana.gov/> (Select Service Providers, Request for Proposals.) Or you may contact Michael Dailey, **627 North 4<sup>th</sup> Street, Baton Rouge, LA 70801 - Telephone (225) 454-5118; Fax (225) 342-8636; E-mail: MICHAEL.DAILEY@LA.GOV**

Completed proposals, including one original and 5 copies, must be physically in the possession of the **DSS, Attention: Michael Dailey Department of Social Services, 627 North 4th Street, Baton Rouge, LA 70802 by 8 a.m. on July 02, 2010**. No proposal received after the specified date and time shall be considered. Any questions concerning the solicitation must be made in writing and may be submitted by mail or email to **MICHAEL.DAILEY@LA.GOV** by June 29, 2010 by 12 p.m. All submitted questions will be responded to on the website at <http://www.DSS.louisiana.gov/> by June 30, 2010 by 4:30 p.m.

This announcement does not commit DSS to award a contract or pay any costs incurred in the preparation of proposals. It is neither a contract nor an offer to contract, but rather a solicitation of proposals which, if accepted by the Department and approved in the manner required by law, may become the basis for a future contract. In the event of a conflict between any term or provision of the solicitation and a term or provision in any proposal submitted in response, this solicitation shall control. If a proposal alters or modifies any term or provision of this solicitation, such changes must be clearly delineated and expressly approved by DSS in writing before a contract is issued. A failure to comply with the provisions of this part shall render any such variant term absolutely null.

DSS reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this announcement. Multiple contracts shall be awarded, if at all, to the proposal(s) deemed by DSS in its sole discretion to be the most advantageous to DSS and its clients based on quality of service, cost effectiveness and other considered factors. Any contract is subject to the availability of funds. No contract is final or enforceable until fully executed by DSS. Should any protest or appeals be filed at any point in the procurement process, all activities must cease until all issues are resolved.

Kristy H. Nichols, Secretary  
Department of Social Services

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"AN EQUAL OPPORTUNITY EMPLOYER"

## 1.0 Overview of Services

This Solicitation contains guidelines for submitting a proposal to the Louisiana Department of Social Services (DSS), the Office of Community Development (OCD) and the Louisiana Workforce Commission (LWC) for an emergency contract to organizations to provide community-based education, financial analysis and support to individuals and small businesses in the impacted coastal region for technical assistance with the British Petroleum (BP) claims process and other government or philanthropic support programs in regard to the Deepwater Horizon Oil Spill.

The successful Proposer(s) will provide assistance to individuals, business owners and operators in preparing their claims and will provide information to the state on methods to simplify the claims process. They will also educate local leadership and service organizations on the claims process and establish a venue for local businesses to seek advice and counsel from trusted sources that know their business and how they operate in order to ensure they have the required justification to demonstrate their losses.

Specific program activities are at the discretion of the proposer. However, the services proposed should follow a model which is generally acknowledged as a best practice. The proposer should also be able to demonstrate that they have experience or have the capacity to deliver technical assistance to individuals and businesses in the coastal region of Louisiana.

### 1.1 Background Information

#### 1.1.1 BP Claims Process Guidelines

The following information relative to BP's claim processing can be found at <http://www.bp.com/sectiongenericarticle.do?categoryId=9033791&contentId=7062345>:

**Individuals and business claimants may file a claim in one of two ways;**

- Call the Deepwater Horizon response hotline number at 1-800-440-0858
- File a claim online at [www.bp.com/claims](http://www.bp.com/claims)  
The form to file claims can be found at <http://www.bp.com/claims>

**Claim Representatives will then take the following actions:**

- Contact the claimant.
- Obtain and verify claimant identity and collect a detailed description of the claim. In most cases, claims can be handled over the phone, with you providing documentation by mail, e-mail or fax. In some instances the Claim Representative will meet with you to obtain additional information and documentation.
- Inspect and photograph damaged property. A repair/replacement estimate may be prepared.
- For business interruption losses, Claims Representatives will determine the amount of time the business was not operational. They will request financial records including profit and loss statements and tax returns.

- If a claim is rejected, you will be notified in writing that no payment will be made, and the reason for that decision.

### **Interim Payments**

- BP believes that it is appropriate to provide interim payments to claimants who are not receiving their ordinary income or profit while cleanup is underway. This allows for additional documents to be provided by the claimant and for the claim to be fully evaluated.
- Within 48 hours of receiving supporting documentation, the claim will be evaluated and you will be notified if an advance payment will be provided for your claim.
- The advance payment will be up to the equivalent of one month lost income, based on the documentation you have provided to support the claim. This advance is not based on actual income and may need to be adjusted for any secondary payment if the advance exceeds actual income. If a second payment is necessary, such payment will be based on actual loss of income and the documents provided. If the event continues beyond 1 month, claimants will continue to receive any future payments electronically.
- The check for the advance payment will be available at the nearest BP Claims Center, the location of which will be communicated to the claimant. Alternative arrangements can be made if this method of check delivery is not feasible.

### **1.1.2 State's Response**

The reality of future economic loss for the people and businesses of Louisiana as a result of the Deepwater Horizon oil spill is a formidable challenge. The impacts not only will be detrimental to our ecological assets and businesses closely aligned with the coastal industries, but also to the overall economic viability of our coastal communities and the state. In addition, this disaster is causing extreme stress to our citizens in these coastal communities that already have endured five years of recovery from four catastrophic storms. Impacted communities currently are experiencing significant increases in unemployment, and facing fewer opportunities for short- and long-term employment and the loss of industry-based economies potentially for a long period of time (particularly commercial fishing, tourism and recreation, oil and gas, and services that support these industries). In addition, the need for public services such as nutrition assistance (food stamps) and mental health counseling already has increased and will continue to do so.

As part of their duties as Responsible Parties, BP and Transocean are responsible for establishing a process for the payment of all interim, short-term claims for damages. In response, BP has retained the services of a third party claims administrator, ESIS, Inc. to process and adjust these interim claims. BP has also established two claims protocols for this purpose, which are posted on BP's incident web site as provided above. One is for processing claims for damages suffered by individuals and businesses, and the other is for processing claims by local governmental entities.

In reviewing the process and the claims environment faced by our citizens and businesses, the State has made a priority to help BP and others develop a transparent and more efficient claims process based on the specific needs of individuals and businesses suffering losses. The state understands that:

- There is a lack of understanding from BP and the contracted adjusters of the local business financial tracking and reporting.
- A majority of small coastal businesses operate on a cash basis and do not use traditional General Accounting Principles (GAP) for determining Profit or Loss (P&L) and preparation of traditional financial statements.
- There is little outreach to the indirectly impacted businesses (i.e. businesses in sectors such as retail and hospitality that may suffer due to reduced economic activity in directly impacted sectors such as fisheries and tourism)
- There are a number of businesses assistance organizations that have supported the industry clusters most heavily impacted by the event and after effects.
- A number of programs were developed to support the coastal businesses after the 2005 and 2008 hurricanes.
- During the last five years, these business assistance organizations have supported the businesses and workers within each industry cluster to successfully navigate the maze of government and philanthropic support programs available.
- Each of these programs requires a variety of documentation to process the financial assistance.

Given the magnitude of potential impacts, it is likely that many individuals and businesses will experience losses for multiple years, particularly in the fisheries and tourism sectors. The claims process should remain a key part of the economic response and recovery effort for the foreseeable future and ensure that all legitimate claims are addressed until impacts caused by the oil spill have been fully subsided.

In response to these needs, the State of Louisiana is implementing a community outreach and technical assistance plan to help ensure the effectiveness, transparency and efficiency in the claims process resulting from the oil spill. A key strategy to accomplishing this is the organizing of resources of the Louisiana Workforce Commission (LWC), Louisiana Economic Development (LED), Office of Community Development (OCD), the Departments of Social Services (DSS) and Wildlife and Fisheries (LDWF) to support the efforts of individuals and businesses to reclaim the losses experienced as a result of the spill. The state will do this through key activities including:

- The State will create a Unified Command Group specifically focused on the BP claims process to ensure transparency and increase efficiency.
- The State will establish a Technical Assistance Advisory Team to assist BP and others in assessing issues in claims processes and developing solutions.
- In addition to recommending consistent and minimum requirements for claims to be established, this advisory team will assure integrity and quality of the claims process by retaining an objective Third Party Administrator (TPA) under a separate Solicitation that will work with the state to implement a comprehensive review of the BP claims and its effect

of social, human and workforce development services including technical support/consulting for negotiations for claims information, review of claims processes, and assistance in the development of requests.

- The state will implement a comprehensive technical support plan to businesses and workers by providing funding through this Solicitation to coastal organizations that have the technical capacity to educate and provide financial analysis and documentation support for claims assistance.

In addition, the state will coordinate all current claims activities with an independent claims process that is being established and administered by an impartial, independent third party related to the \$20 billion fund established through an escrow account.

## **1.2 Goals and Objectives**

The goals of this solicitation are to:

- Assist businesses and individuals to successfully navigate BP, government and philanthropic claims and support programs available.
- Contract with community-based providers to assist individuals and businesses, including entrepreneurs and nonprofits suffering losses, in demonstrating qualifications for financial assistance.
  - Technical assistance may include, but is not limited to, services such as claims and loan application and preparation services, accounting, insurance, and legal
  - Much of the assistance will be provided to assist claimants to prove the net worth, loss of business, and actual damage in order to successfully recoup losses due to the oil spill.
- Educate community and industry leaders on the claims process and the levels of preparation and information needed by individuals and businesses representing various industry clusters.
- Ensure that the state is receiving up to date and accurate information regarding claims and the claims process from those providing assistance to claimants
- Evaluate whether Louisiana citizens and business' claims are processed in a timely manner
- Evaluate the fairness of claims processed as part of a follow up assessment of assistance provided.

## **2.0 General Information**

A single or multiple contracts may be issued by DSS, OCD and/or LWC to perform work in accordance with the requirements outlined in this Solicitation, including the Additional Requirements specified in Section 6.2. DSS, OCD and LWC may issue separate contracts under this procurement effort.

### **2.1 Eligible Proposers**

Those eligible to apply are public or quasi-public agencies, non-profit (meeting the requirements of non-profit status as determined by the IRS) and for-profit organizations.

Non-profits must be a 501(c) organization and must operate according to bylaws that define its operations and mission. Copies of the IRS determination of 501 (c) status and bylaws must be included in the proposal.

Services should be provided to claimants in the oil spill impacted coastal region.

## **2.2 Determination of Responsibility (DOR)**

In accordance with the Louisiana Administrative Code Title 34, Part V, §136, in order for DSS to make a determination of responsibility with respect to each proposer, the proposer must meet the following standards, **and ensure that any subcontractors meet the same standards**, as they relate to this procurement:

- A. Have adequate financial resources for performance, or have the ability to obtain such resources as required during performance;
- B. Have the necessary experience, organizations, technical qualifications, skills, and facilities, or have the ability to obtain them (including subcontractor arrangements); if a proposer intends to use a subcontractor to meet this requirement then the proposer should produce a letter from the probable subcontractor stating that they are willing to provide the required services contingent upon a contract award;
- C. Be able to comply with the proposed or required time of delivery or performance schedule;
- D. Have a satisfactory record of integrity, judgment, performance and good standing with all State agencies. Contractors who are seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or evidence of compelling circumstance, be presumed to be unable to fulfill the requirement;
- E. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Organizations which are barred from receiving state or federal funds may not participate in this solicitation, directly or indirectly, nor may a proposing organization utilize such ineligible organization in providing services under any contract awarded as a result of this solicitation.

## **2.3 Waiver of Administrative Informalities**

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

## **2.4 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 solicitation Coordinator.

## **2.5 Subcontractors**

Proposers may submit a proposal in response to this solicitation, which involves subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract. Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

If a proposer intends to subcontract portions of the work, the proposal should include specific designations of the tasks to be performed by the subcontractor. Copies of any agreements to be executed between the proposer and subcontractor(s) should be included in the proposal.

## **2.6 Proposal Material Ownership**

All material submitted regarding and in response to this solicitation becomes the property of the State of Louisiana. Selection or rejection of a proposal does not affect this right.

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## **2.7 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.

## **2.8 Incurring Costs**

The State is not liable for any costs incurred by prospective 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 solicitation are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State.

## **2.9 Errors and Omissions in Proposal**

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

## **2.10 Rejection of Proposals**

Issuance of this solicitation in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement.

## **2.11 Contract Award, Negotiations, and Execution**

Contracts will be awarded to the proposer(s) whose proposal is deemed most qualified and likely to succeed as outlined in Section 5.0. Negotiations may begin with the announcement of the successful proposer(s). The successful proposer(s) will be required to furnish the State an electronic version of their proposal(s).

The State reserves the right to request additional information and/or to negotiate certain clarifications with the proposer(s) selected for this solicitation. The State also reserves the right to contract for all or a partial list of services offered in the proposal.

The solicitation and proposal of the selected proposer(s) will become part of any contract initiated by the State. In no event shall a proposer submit its own standard contract terms and conditions as a response to this solicitation.

If the contract negotiation period exceeds 10 days or if the selected proposer(s) fails to sign the final contract within three (3) business days of delivery, the State may elect to cancel the award and award the contract to the next highest ranked proposer.

## **2.12 Corporation Requirements**

Prior to contract execution, the following requirements must be met:

- If the contractor is a corporation not incorporated under the laws of the State of Louisiana, then a certificate of authority pursuant to R. S. 12:301-302 must be secured from the Louisiana Secretary of State and verification of such certificate must be made available to the Office of Contractual Review.
- If the contractor is a for-profit corporation whose stock is not publicly traded, a disclosure of ownership form must have been properly filed with the Louisiana Secretary of State and verification of such form must be made available to the Office of Contractual Review.

## **2.13 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. Ethics issues are remedied by the Louisiana Board of Ethics.

## **2.14 Conflict of Interest**

The proposer(s) shall submit a written certification statement in their proposal that clearly states that neither they nor any subcontractors working on their behalf have any direct conflict of interest as to the user agencies requesting their proposal, the proposals themselves and/or current contracts, agreements or work performed for and by BP, ESIS, Inc. and any of its subcontractors. If a direct conflict of interest is discovered subsequent to award, the contract shall immediately be null and void and the contractor shall be subject to penalties equal to twice the amount of the contract.

## **2.15 Confidentiality**

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which becomes available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of this contract, or is rightfully obtained from third parties.

Additionally, under no circumstances is the contractor to discuss and/or release information to the media concerning this project without prior express written approval of the Commissioner of Administration.

## **2.16 Disqualification**

The State reserves the right to verify all information provided by a proposer via direct contact with the proposer's prior clients and prior project personnel, and proposers must agree to provide and release necessary authorizations for the State to verify any of the proposer's previous work. As described elsewhere in this solicitation, each proposer will be required to submit a detailed resume of all key personnel. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the proposer from further consideration.

## **2.17 Work Assignments**

The State Contract Administrator will have discretion to request additional consultants or to reduce the number of consultants based on work load at any given time. The State Contract Administrator will make best efforts to provide at least 2 working days notice to the contractor for any changes in the staffing requirements.

## **2.18 Replacement or Dismissal of a Consultant**

The Contractor shall replace or dismiss a consultant at the request of the State Contract Administrator due to non-performance or any other reasonable cause. Also, the Contractor shall not replace a project team member without the expressed written consent of the State Contract Administrator. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered without impacting the schedule.

## **2.19 Monitoring/Evaluation of Services**

All contracts awarded through this Solicitation must grant to the State of Louisiana, through the Department of Social Services, the Office of the Legislative Auditor, Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under the Contract. The contractor must cooperate with any monitoring/evaluation site visits or requests for information from the above-mentioned entities. All records shall be maintained for three years.

### **2.19.1 Monitoring Plan**

The DSS Undersecretary will monitor the services provided by the contractor and the expenditure of funds under this contract. The DSS Contract Administrator will be primarily responsible for the day-to-day contact with the contractor(s) and day-to-day monitoring of the contractor's performance.

The performance of the contractor(s) will be monitored by:

- Reviewing system reports to ensure that all requirements are being met.
- Performing random file reviews of claims files prepared with the assistance of the contractor(s).
- Performing periodic quality assurance reviews as well as reviewing contractor's quality assurance reviews.

- Reviewing service provider's reports to ensure information provided gives assurances needed by the state.
- Verifying monthly contractor invoices to determine if billing for work completed is accurate.

## **2.20 Funding/ Service Period of Contract**

Funding for this contract is provided from grant funds available to the Department of Social Services for the period of this emergency event. Contract awards of up to \$249,999 may be made to selected proposers. Under no circumstances will the contractor(s) be reimbursed in excess of the amount specified in the Contract(s). Services proposed should be performed unless excused in writing by the Department and any cost overruns are solely at the expense of the provider.

The duration of this contract is expected to be for six months and begin upon completion of a fully executed contract with DSS. However, if at any point the state determines that there is no longer a need for these services; the state will notify the contractor(s) of its intent to cancel the contract within 30 days. The contractor(s) will be reimbursed for actual work performed through the date of termination.

## **3.0 Scope of Services**

**Proposers should submit a narrative description of their proposed service.**

This Solicitation contains guidelines for submitting a proposal to the Louisiana Department of Social Services, the Office of Community Development and the Louisiana Workforce Commission (LWC) for an emergency contract to provide technical assistance to individuals and businesses in preparing for and navigating the BP claims process and other state, federal and philanthropic claims and applications.

The program's focus and scope includes:

- Educate individuals and small businesses on the claims process and provide financial analysis and documentation support for claims assistance.
- Conduct ongoing and comprehensive training to non profit organizations, small business and industry associations, economic development organizations and Community Leadership on the claims process and requirements.
- Assist individuals, small business owners and operators in preparing their claims and provide recommendations to the state on methods to simplify and strengthen the process.
- Provide technical assistance and information to individuals and small businesses that may include but is not limited to claims and loan application and preparation services, accounting, and insurance filings.
- Coordinate with the state's contracted Third Party Administrator (TPA) in conducting technical assistance, including outreach and support. The State will facilitate this relationship with a TPA Contractor who is responsible for developing and providing on-going statewide or agency specific programs

and training sessions regarding reporting procedures, claim processing reviews, statutory and regulatory requirements, return to work, and other topics as needed. The TPA has been contracted to implement a comprehensive review of the BP claims and its effect of social, human and workforce development services effecting Louisiana citizens and businesses.

- Coordinate with local parish presidents, mayors, business and industry associations and economic development organizations to conduct outreach and education workshops for “clusters” of businesses with similar structures...i.e. shrimp boat, small seafood processing, oysterman, tour boat, commercial tour fishing, and indirectly impacted businesses (i.e. businesses in sectors such as retail and hospitality that may suffer due to reduced economic activity in directly impacted sectors such as fisheries and tourism).
- Establish via local technical assistance experts a venue for local small businesses to seek advice and counsel from trusted sources that know their business and how they operate in order to ensure they have the minimum required justification to demonstrate their losses.
- Provide reporting that helps the state and others understand the uniqueness of various industry clusters including their business cycles, determinations of business structure and income schedules and available documentation kept by each cluster.
- Where appropriate to the community, propose service delivery strategies for non English speaking citizens.
- Coordinate services within existing Business Recovery Centers and Small Business Development Centers.

Specific program activities are at the discretion of the proposer. However, the services proposed should follow a model which is generally acknowledged as a best practice. The proposer should also be able to demonstrate that they have experience or capacity to provide this education, outreach, and technical assistance in the impacted communities of Louisiana.

Respondent organizations are encouraged to develop partnerships with lending organizations or other technical assistance providers in order to provide the most robust set of services to businesses.

If the organization does plan to coordinate its Program activities with the activities of any other organizations, its Application should identify those organizations and describe the nature of the coordination.

In preparing a narrative description of the proposed services, applicants should include at a minimum the following:

1. Describe the technical assistance to be provided and the method of service delivery. If the organization will focus its efforts on any specific types of businesses, identify the types of businesses and the rationale for such a focus.
2. Describe projected goals of the program – the number of individuals and businesses expected to serve, for how long, and expected outcomes for individuals and businesses.

3. Describe the means that the organization would use to provide support to individuals and businesses during technical assistance, including:
  - a) The outreach and recruitment to inform individuals and businesses about potential services.
  - b) The typical intake process for an individual or business, including the assessment of service needs and the timeline for service provision.
  - c) Any referral services provided for additional individual or business services not provided by the organization.
4. Detail the monitoring and reporting systems to be employed.
5. Describe the specific geographic areas in which the organization would provide technical assistance.
6. Describe where the services will be delivered (for instance: single or multiple established delivery sites; at claimant location, etc)
7. Identify the institutional resources that the organization would devote to the Program, including specific staff members (or position titles) and their qualifications.

Proposers should also include written policies as to how their organization will address privacy related issues. These policies should be aimed toward both personnel and the data content management.

Proposers must also have written policies regarding privacy protection. The policy should cover staff and security of data. The policy should reflect how state and claims records will be protected and used only to comply with the terms of the contract.

As noted, successful Proposers will receive training from a Third Party Administrator contracted by the state who will develop and provide on-going statewide or agency specific programs and training sessions regarding reporting procedures, claim processing reviews, statutory and regulatory requirements, return to work, and other topics as needed.

### **3.1 Proposer Resources**

For the term of the contract, the proposer(s) agrees to provide a Contract Account Director who is dedicated to the project 100%, and who will have the primary responsibility for interacting with the state's Contract Administrator on all contract and policy and procedure issues.

The proposer's Contract Account Director will be responsible for contract management activities which will occur continuously throughout the contract, and will include but are not limited to the following:

- Supervise day-to-day activities of the contractor personnel;
- Develop and maintain communication and involvement with key state management personnel, and agency officials;
- Resolve contract related issues concerning contractor performance;
- Make decisions on behalf of the contractor and effect changes that will

- be upheld by the contractor without incurring delays
- Review key deliverables prepared by contractor staff prior to submission to state Contract Administrator;
- Monitor turnaround times and accuracy rates;
- Participate in meetings with state personnel to report findings;
- All other duties as reasonably required to assure the successful completion of the contractor's responsibilities.

### **3.1.1 Key Personnel**

In addition to the Contract Account Director, the proposer(s) agrees to furnish full time, 100% dedicated Key Personnel for purposes of this Contract that possess the knowledge, skills, and abilities to successfully perform assigned tasks. To the extent possible the contractor(s) shall employ local people impacted by the incident versus utilizing new staff.

### **3.1.2 Substitution of Key Personnel**

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

## **4.0 Outcomes and Performance Measures**

The Narrative should identify what the proposer will do, i.e. the program goals and objectives as well as the expected outcomes and results.

The Narrative should identify the actual services that are to be provided, the relevant activities and anticipated outcomes and performance measures as specifically detailed in the proposal.

### **4.1 Performance Measures**

The performance of the contract will be measured by DSS. The State Contract Administrator will review all project plans and work products of contractor(s) and use the following criteria to measure the performance of the contractor:

- Availability, accuracy, and timeliness of contractor's staff to perform technical assistance services which meet the state's specified requirements.
- Comparison of service provider's reporting in the following areas to mutually agreed upon benchmarks, subject to change as mutually agreed upon by the state's and contractor:

- Number of Claimant Applications Submitted to Appropriate Entity
- Timeliness of Claimant Assistance
- Number of Outreach and Education Workshops Conducted
- Number of Participants in Outreach and Education Workshops Conducted
- Percentage of Successful Applications Submitted

## 4.2 Reporting Requirement

The selected Contracting Party(ies) will provide to the State written reports upon request, daily, monthly and quarterly as determined by the State to support the state's information management needs.

## 4.3 Key Deliverables

### A. Implementation Deliverables

1. Project management status reports and meetings at a frequency determined by the State
2. Meetings for service reviews with DSS, OCD and/or LWC at a frequency determined by the State
3. Approved Procedures and Plans:
  - Technical Assistance Service Array
  - Education and Outreach Plan
  - Financial Procedures and Reconciliations
  - All open claims data and forms review
4. Reports - Approved reports in accordance with State Requirements

### B. On-Going Deliverables

1. Provide effective claims assistance in a timely manner, according to agreed upon performance standards and state requirements.
2. Reports:
  - a. Claimant Application and Submission Reports
  - b. Claims Approval and Denial Reports
  - c. Education and Outreach Workshop Reports
  - d. Outcomes of service including businesses served, services provided, jobs retained or created
  - e. Assessment and service delivery process including average timeframe of service provision
3. Training – ongoing statewide or agency specific programs and training sessions
4. Outreach and marketing of services to businesses and nonprofits

### C. Acceptance of Deliverables

Contract deliverables will be submitted, reviewed, and accepted if they have been performed in accordance with the applicable specifications for Proposer's work in the Statement of Work, the Solicitation, the Proposal, and/or as subsequently modified in state-approved documents developed within this Project.

## 5.0 Review Process

All proposals will be reviewed and evaluated by a committee consisting of Department of Social Services, Office of Community Development and Louisiana Workforce Commission personnel and/or other qualified professionals. The committee will recommend for selection the proposal or proposals which most closely meet(s) the requirements of the Solicitation and the needs and expectations of the Department of Social Services.

Organizations that meet key criteria would be well positioned to quickly respond and provide technical assistance as described: (a) proven track record of capacity and sound performance in eligibility-based processing; ideally having already demonstrated this capability utilizing streamlined processes (b) existing missions/operations that are accessible, trusted, used by the public and businesses for whom the claims are critically needed and (c) currently located in or whose service area includes LA's coastal impacted communities.

Proposals will be evaluated on the thoroughness with which each aspect of the work plan as described. Preference will be given to proposals which:

- Provide documentation that the proposer has sufficient experience in this type of work
- Demonstrate that the proposer understands the complexity related to claims processing and preparation
- Show high value and efficient use of funds in program budget

The review committee will approve or decline proposals by consensus. Selection of proposals and the final decision on the level of funding for a program will be made by the Secretary of the Department of Social Services.

All proposals will become public record once the evaluations are completed and an award(s) is made. Any technical data, financial information, overhead rates, or trade secrets protected from disclosure under Louisiana Revised Statutes 39:1490 and Louisiana Administrative Code Title 34, Part V, § 130, and designated as such in the proposal, shall be kept confidential as required by law. Materials submitted with the proposals become the property of DSS, OCD and LWC. DSS, OCD and LWC have the right to use any or all ideas presented in any proposal. Selection or rejection of a proposal does not affect this right.

## **6.0 Billing Methods**

Under normal circumstances, the State should remit payment to the contractor(s) within thirty (30) days of approval of invoices. The State makes every effort to pay all valid or undisputed invoices in a timely manner. There may be times when invoices are disputed, or clarifications of charges are needed before payment can be made.

Reimbursements under this agreement will be allowed only for expenditures occurring within the dates of the contract, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of funds and upon the full execution of this agreement by DSS.

The Contract Administrator shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress toward completion of contract services, goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified to the satisfaction of the agency reasons for the lack of progress.

The proposer must include a cost proposal that includes the Hourly Rate for each Project Role that may include but is not limited to Project Manager, Technical Assistance Provider, Subject Matter Expert, and others that are necessary for the delivery of services proposed. The Hourly Rate for each Project Role is then summed and multiplied by total hours/week giving the Total Project Cost per week. Proposer must submit their cost proposal in the table format provided in *Appendix 1 – Cost Proposal*. The proposer must take travel expenses, labor, per diem, overhead, account management, and any other costs related to this service into account in determining the hourly rates proposed. Travel time is not billable.

**6.1 Taxes**

Contracting Party(ies) hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be Contracting Party’s obligation and identify the Federal tax identification number.

**6.2 Additional Requirements**

The scope of this contract is to provide technical assistance to individuals and businesses in preparation for and navigating the BP claims process and other state, federal and philanthropic claims, insurance, or similar programs related to the oil spill. These services described in the narrative prepared by the proposer(s) are to be delivered in accordance with the additional REQUIREMENTS below. All work must be compliant with applicable federal, state and local laws, codes and regulations.

<b>1.0</b>	<b>General Requirements</b>
1.01	It is required that the Contractor maintain availability to State staff. The cost of the office space must be borne by the Contractor.
1.02	Contractor's office must be open for business, at a minimum, on the days and during the core hours that the State's offices are open.
1.03	Contractor must provide continual telephone coverage, (24-hours-a-day, to include weekends and holidays), for the purpose of receiving incident requests for claims assistance. This may be accomplished by voice mail, an answering service, or other alternative.
1.04	Contractor must provide interoffice mail service to/from the Contractor’s facility.
1.05	The Contractor will be responsible for maintaining records in accordance with DSS’ record retention schedule and State Archives policy.
<b>2.0</b>	<b>Transition Period and Transfer of Claims Data</b>

2.01	The Contractor is expected to provide the materials and staffing to conduct initial marketing, promotion and statewide seminars for the start-up of the contract, and for the implementation of each of the deliverables.
2.02	Upon termination, regardless of the reason for or type of termination, the Contractor shall transfer to the party designated by the State, at no cost, all data, records, computer files, other files, and materials of any sort that were maintained for the State. The Contractor shall cooperate with the State and any new Contractor during the transition of the contract to a new Contractor. Upon request by the State, the Contractor shall provide all State information maintained by the Contractor in a time frame approved by the State Contract Administrator. Information provided via tape or other electronic transfer shall be in a format approved by the State Contract Administrator and shall include, but not be limited to file layouts and legends. The Contractor shall provide such explanation of the information provided as to facilitate a smooth transition.
<b>3.0</b>	<b>Staffing</b>
3.01	The Contractor shall assure that there is adequate staffing to support all claims assistance, contractor/subcontractor technical assistance and claims completion assistance and support services required by the State.
3.02	Staff or other representatives of the Contractor who fail to conduct themselves in a manner deemed appropriate by the State shall be removed from the State account. Customer satisfaction surveys shall be conducted by the Contractor and the State and will be used to evaluate the Contractor's representatives. The Contractor Account Director and Contract Administrator will establish specific evaluation criteria.
<b>4.0</b>	<b>Training and Education</b>
4.01	The Contractor shall provide on-going programs and training sessions regarding reporting procedures, claim processing reviews, statutory and regulatory requirements, and other topics as developed by the State's TPA Contractor.
4.02	The State reserves the right to pre-approve training topics for all training to be provided by the Contractor.
<b>5.0</b>	<b>Claims Assistance</b>
5.01	Contractor is required to be available to meet with and cooperate as needed with the State's staff to discuss the results of all analyses.
5.02	Immediate notification by telephone must be made to the DSS Contract Administrator in all cases involving catastrophic injuries or damages.
5.03	Contractor will participate as required in Unified Command, DSS, OCD and LWC meetings.
5.04	The state shall be notified immediately of all claims denied by BP, the reason for the denial and the Contractors assessment of the validity of the denial.
<b>6.0</b>	<b>Reporting Requirements</b>
6.01	Contractor shall use a state-provided standard reporting tool and access to data which will allow DSS/LWC/OCD and other State agencies to produce reports as needed.
6.02	In cases where DSS/LWC/OCD is unable to produce a necessary report due to system limitations, Contractor shall provide a pre-defined report for that purpose.
6.03	The Contractor shall furnish standard requested report types. The final list of required regular reports will be provided to the Contractor by the State Contract Administrator

	during implementation of the contract.
6.03.01	The ability to produce charts and graphs from service data should be provided.
<b>7.0</b>	<b>Audit Requirements</b>
7.02	Contractor will be required to submit reports to the State on an annual basis.
7.03	Contractor will be required to submit an annual financial audit report.
7.04	The State requires the Contractor’s cooperation with any audits performed by the State, including annual audits by the Legislative Auditor, Division of Administration Internal Auditors, or any other audits performed on behalf of the State, DSS, OCD or LWC.
<b>8.0</b>	<b>Other Provisions</b>
8.01	Penalties
8.01.01	The Contractor is responsible for any penalty or other fee assessed to the State which is the result of the Contractor’s failure to perform any obligation under this contract. This includes, but is not limited to failure to perform, interest, and attorney fees and any erroneous reporting that are not an obligation of the State. Upon request by the State, the Contractor shall also defend State against claims for such penalties and fees. The State shall reduce the amount of monthly payment to the Contractor for any penalties or overpayments paid from State funds.
8.01.02	Expenses attributed to errors made by the Contractor in assisting claimant will be borne by the Contractor.

DRAFT

**Solicitation Checklist  
Deepwater Horizon Oil Spill  
Claims Technical Assistance**

Hand deliver or mail to be received by (July 02, 2010, 8:00 a.m.), to:

*Department of Social Services  
Office of the Secretary  
Attention: Michael Dailey  
627 N. 4<sup>th</sup> Street  
Baton Rouge LA 70802*

**NO FAXED COPIES WILL BE ACCEPTED  
ALL SIGNATURES MUST BE ORIGINAL**

**CHECKLIST OF REQUIRED SECTIONS**  
**Without the following,**  
**Your proposal may not be considered for award.**

PLEASE INCLUDE CHECK LIST WITH YOUR PROPOSAL THAT INDICATES  
YOU HAVE INCLUDED ALL ELEMENTS

- Original and 2 copies (including completed set of attachments)

**PROPOSERS MUST ASSEMBLE THE PROPOSALS IN THE FOLLOWING  
ORDER:**

- Signed Cover Page (See attached form)
- Table of Contents (Proposals should be page numbered)
- Narrative Description of Services
- Resumes of Key staff
- Cost Proposal
- Performance Goals and Objectives
- Signed Board Resolution for State Contract Providers (see sample resolution)
- Copy of most recent audit (If your organization is not required to submit an audit, or your agency has not performed an audit, please submit an explanation to this effect.)
- Good Standing Certificate from LA Secretary of State
- Financial statement of the latest 12 month period (Financial statement should be clearly labeled and cover the latest annual fiscal year of the proposer)
- IRS 501 © status documentation and Bylaws (non-profit entities only)
- Disclosure of Ownership (for-profit entities)
- Copies of subcontract, subcontract template or Letters of Agreement from subcontractors to offer services, if applicable

Two references and contact information  
Copy of privacy policy

PLEASE DO NOT WRITE IN THIS SECTION.

Proposal Cover Page

Name of Applicant Organization
Federal ID Number

Service(s) Proposed

Applicant's Mailing Address:

City State Zip

Name of Program Director Telephone No. Fax No. Email address

Table with 3 columns: TYPE OF AGENCY, COST BASIS, TOTAL FUNDS REQUESTED. Includes checkboxes for Public Non-Profit, Private Non-Profit, Public Agency, and Other.

CERTIFICATION

I (We) hereby certify that [Name] on behalf of [Entity] is fully authorized, by [Name of Individual] (Entity Submitting Proposal) law or by corporate resolution (attached) to submit the following Proposal, that the information contained herein is true and accurate to the best of my (our) knowledge and belief; and that I (we) am (are) fully authorized to submit said proposal on behalf of said entity.

Official Authorized to Submit Proposal Title
Date

HAND DELIVER PROPOSAL TO: OR MAIL PROPOSAL TO:
Department of Social Services
Office of the Secretary
Office of the Undersecretary
627 North 4th Street
Baton Rouge LA 70802
Department of Social Services
Office of the Secretary
Office of the Undersecretary
P. O. Box 94065
Baton Rouge, LA 70804-9065

**BOARD RESOLUTION FOR STATE CONTRACT PROVIDERS**

State of Louisiana

Parish of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at a meeting of the Board of

Directors of \_\_\_\_\_, with a quorum of the directors

Present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

BE IT RESOLVED that the Board of Directors of the above corporation does hereby authorize \_\_\_\_\_ (name and title) and his/her successor in office to negotiate terms and conditions that he/she may deem advisable, contract(s) with the Louisiana Department of Social Services, and to bind this organization to execute said documents on behalf of the corporation, and further we do hereby give him/her the power and authority to do all things necessary to implement, maintain, and/or review said documents.

The above resolution was passed by a majority of those present and voting in accordance with the by-laws and articles of incorporation.

I certify that the above and foregoing constitutes a true and correct copy of a part of the minutes of the meeting of the Board of Directors of

\_\_\_\_\_

held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**APPENDIX 1 – COST PROPOSAL**

The proposer must include a cost proposal that includes the Hourly Rate for each Project Role that may include but is not limited to Project Manager, Technical Assistance Provider, Subject Matter Expert, and others that are necessary for the delivery of services proposed. The Hourly Rate for each Project Role is then summed and multiplied by estimated hours/week giving the Total Project Cost. Proposer must submit their cost proposal in the table format provided below. The proposer must take travel expenses, labor, per diem, overhead, account management, and any other costs related to this service into account in determining the hourly rates proposed. Travel time is not billable.

<b>PROJECT ROLE</b>	<b>HOURLY RATE</b>	<b>TOTAL HOURS/WEEK</b>	<b>TOTAL WEEKLY COST</b>
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>Total Project Cost per Week</b>			\$

*Add additional rows if necessary*

*The Hourly Rates for each Project Role will be used in the resulting Project Contract to compute the total compensation paid to contractor.*

# EXECUTIVE ORDER

## BJ 10-08

### Emergency Procedures for Conducting State Business

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**WHEREAS**, pursuant to the Louisiana Homeland Security and Emergency Assistance and Disaster Act, R.S. 29:721, *et seq.*, and as a result of the Deepwater Horizon oil spill, a state of emergency (Emergency) was declared through Executive Proclamation No. 20 BJ 2010;

**WHEREAS**, the Emergency has been declared a Spill of National Significance (SONS) and will have significant consequences on the financial condition of the State, which is already affected by the current budget crisis and the recently declared mid-year deficit;

**WHEREAS**, the SONS Emergency has the potential to cause unprecedented and extensive damage to the coast of the State of Louisiana, the natural resources of the State, including its land, waters, fish, wildlife, fowl and other biota, and ongoing coastal restoration projects;

**WHEREAS**, in dealing with the SONS Emergency it is necessary to take cognizance of and comply with all applicable federal laws and regulations;

**WHEREAS**, the Louisiana Oil Spill Response and Prevention Act, R.S. 30:2451, *et seq.*, authorizes the State Trustees to respond through the unified incident command system with the assistance of the State On Scene Coordinator, and the Louisiana Homeland Security and Emergency Assistance and Disaster Act, R.S. 29:721, *et seq.*, confers upon the Governor of the State of Louisiana emergency powers to deal with the SONS Emergency, to ensure that preparations of this State will be adequate to respond to the SONS Emergency, and to preserve and protect the natural resources of the State and the lives and property of the citizens of the State; and

**WHEREAS**, it is necessary to provide flexibility in contracting requirements during the SONS Emergency as state agencies will need to respond rapidly in procuring resources to meet increased public service requirements as well as for rapid action to prevent and mitigate damages to the natural resources of the State.

**NOW THEREFORE I, BOBBY JINDAL**, Governor of the State of Louisiana, by virtue of the authority vested by the Constitution and laws of the State of Louisiana, do hereby order and direct as follows:

**SECTION 1:** For procurement and contracting necessitated by the SONS Emergency, strict compliance with R.S. 39:1481, *et seq.*, and R.S. 39:1551, *et seq.*, shall not be required. However, all state agencies shall comply with the following conditions:

A. A cabinet official appointed by the Governor, or a statewide elected official, or the equivalent position in higher education, must determine that the failure to strictly comply with the statutory restriction is necessary due to the SONS Emergency.

B. A centralized point of contact for each agency must monitor all transactions conducted without strict statutory compliance with procurement procedures, maintaining copies of all documentation. Documentation should specify that the purchase relates to the SONS Emergency, and, if so, whether the request has been authorized in accordance with a Non-Federal Agency Pollution Removal Funding Authorization (PRFA). All documentation must be maintained and available for audit and reimbursement purposes.

C. All state departments, agencies, and institutions of higher education anticipating costs associated with the SONS Emergency are to submit a Non-Federal Agency PRFA with an estimate of costs for a minimum of thirty (30) days, as described and required by the authorized reimbursement process, or as that process may from time to time be amended.

D. Upon receipt of an approved funding document, written competitive quotes and/or offers must be obtained whenever possible and agencies must take the necessary steps to assess that fair and equitable pricing is being offered.

E. Performance-based contracting should be used where practical.

F. Statewide contracts should be used where practical.

G. Such emergency contracts should be only for the duration of the SONS Emergency or to allow the agency time to comply with normal competitive bidding requirements if the goods or services will be required for an extended period of time.

H. Copies of contracts which would otherwise require approval by the Office of Contractual Review (OCR) or the Office of State Purchasing (OSP) and the supporting documentation, discussed above and required by the authorized reimbursement process, must be provided to these agencies as soon as possible, but in no event later than thirty (30) days from execution. Additionally, ISIS agencies should enter small purchases into the AGPS/CFMS database as soon as practical. OCS and OSP shall review the contracts and documentation to determine compliance with this Executive Order.

I. Payments to contractors should be made only after verification that all goods and services have met contract requirements.

**SECTION 2:** The Inspector General is directed and authorized to monitor those transactions conducted outside the scope of regulatory statutes, orders, rules and regulations to ensure that those transactions are directly related to the SONS Emergency and are prudently handled, and, if any inappropriate transactions are noted, those situations shall be reported directly to the Governor.

**SECTION 3:** All cabinet officials appointed by the Governor, statewide elected officials, and the equivalent positions in higher education are authorized to transfer the directions, job assignments, personnel, and functions of their departments for the purpose of performing or facilitating services as necessary in connection with the SONS Emergency.

**SECTION 4:** All available resources of state government should be utilized as reasonably necessary to cope with this SONS Emergency.

**SECTION 5:** This Order is effective upon signature and shall be made applicable May 6, 2010, and continue in effect until amended, modified, terminated, or rescinded by the Governor, or terminated by operation of law.

**IN WITNESS WHEREOF**, I have set my hand officially and caused to be affixed the Great Seal of Louisiana, at the Capitol, in the City of Baton Rouge, on this 6th day of May, 2010.

Bobby Jindal  
Governor

ATTEST BY  
THE GOVERNOR  
Jay Dardenne  
Secretary of State

DRAFT