

STATE OF LOUISIANA
COASTAL PROTECTION & RESTORATION
AUTHORITY OF LOUISIANA

REQUEST FOR PROPOSALS
FOR
COASTWIDE REFERENCE MONITORING SYSTEM

RFP #: 2511-12-09

PROPOSAL DUE DATE/TIME: MARCH 5, 2012

JANUARY 30, 2012

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1 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Office of Coastal Protection and Restoration Authority of Louisiana (herein referred to as the OCPR) for the purpose of providing professional environmental science consulting services to supplement the OCPR's staff's capabilities relative to the coastal restoration program.

1.2 Background

The Office of Coastal Protection and Restoration (OCPR) requires professional environmental science consulting services to supplement its staff's capabilities relative to the coastal protection and restoration program. Consequently, the OCPR is seeking a contractor to perform a variety of environmental science services that will enhance the capability, efficiency, and responsiveness of the OCPR to the State's coastal protection and restoration needs. Examples of these required services include planning and facilitating implementation of coastal wetland ecosystem protection and restoration projects, water resource planning, basin-wide hydrologic and ecosystem modeling, and collection, management and analysis of ecological data. These services will be utilized to produce high-quality deliverables associated with the execution and expansion of the coastal protection and restoration program and its goals. The contracting process to be established by the OCPR will be on a task order basis. The OCPR Project Manager will coordinate all efforts throughout the contract period, including task scopes and negotiations, and will assign tasks to the Contractor as needed.

1.3 Scope of Services

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

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

It is the intention of this RFP to award one (1) contract. The period of any contract resulting from this RFP is tentatively scheduled to begin on or about *August 1, 2012* and to continue through *July 31, 2015*. The State has the right to contract for up to three years upon approval.

2.2 Pre-proposal Conference

A non-mandatory pre-proposal conference will be held at 10:00am on *February 14, 2012* in the Griffon Room at 617 N. Third St., Baton Rouge, LA 70802. 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 firm or joint venture intending to submit a proposal should have at least one duly authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in

response to written questions. Therefore, potential proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, questions will be researched and the official response will be posted on the internet at www.dnr.louisiana.gov/contracts and www.ocpr.louisiana.gov

2.3 Proposer Inquiries

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

Renita Hoskins
 Contracts & Grants Reviewer Supervisor
 P.O. Box 94396
 Baton Rouge, LA 70804
 Phone: 225-342-4513
 Fax: 225-342-8700
 Email: renita.hoskins@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 3:00 P.M. CST on the date specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted at <http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp> www.dnr.louisiana.gov/contracts www.ocpr.louisiana.gov

Only Julia Raiford, Contracts & Grants Administrator has the authority to officially respond to proposer’s questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 Definitions (Optional)

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

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	1/30/12
Pre-proposal Conference	2/14/12
Deadline for receipt of Written inquiries	2/20/12
Deadline for receipt of proposals	3/5/12
Announce award of contractor selection	4/2/12

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

3 PROPOSAL INFORMATION

3.1 Desirable Qualifications of Proposer

It is highly desirable that proposers meet the following qualifications:

Should demonstrate expertise in environmental and planning disciplines, particularly with respect to water resources planning; coastal protection, restoration, and water resources projects; ecosystem restoration; biology; aquatic ecology; wetland ecology; hydrology; geology; geomorphology; biogeochemistry; statistics; archeology; environmental surveying; environmental damage assessment; environmental data collection; data analysis and management; environmental modeling; spatial data/remote sensing/geographic information systems; and technical writing and editing.

3.2 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been

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

3.3 RFP Addenda

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> www.dnr.louisiana.gov/contracts
www.cpra.louisiana.gov

It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

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

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by 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 if it is determined to be in the State's best interest.

3.6 Withdrawal of Proposal

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

3.7 Subcontracting Information

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

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

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

3.8 Ownership of Proposal

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

3.9 Proprietary Information

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

3.10 Cost of Preparing Proposals

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

3.11 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 minor 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.

3.12 Contract Award and Execution

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

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

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

The selected Proposer shall be expected to enter into a contract that is the same as the sample contract included in Attachment IV. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm may wish to propose to the standard contract format. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds (30) days or if the selected Proposer fails to sign the final contract within (30) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 Code of Ethics

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

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 3:00 P.M. Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Renita Hoskins
Contracts & Grants Reviewer Supervisor
P.O. Box 94396
Baton Rouge, LA 70804
Phone: 225-342-4513
Fax: 225-342-8700
Email: renita.hoskins@la.gov

For courier delivery, the street address is 617 N. 3rd Street, 12th Floor, 1272, Baton Rouge, Louisiana 70802 and the telephone number is 225-342-4513. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

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

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal which includes the Cost Proposal as requested in the Scope of Services (Attachment I).

4.3 Cover Letter

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

4.4 Technical and Cost Proposal

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

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

Proposals should be prepared simply, legibly, and economically. Each Proposer is solely responsible for the clarity and completeness of their proposal.

4.5 Certification Statement

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

5.0 PROPOSAL CONTENT

A. VOLUME I. TECHNICAL PROPOSAL (ONE ORIGINAL and FIVE COPIES)

1. The proposer shall complete the attached Certification Statement (ATTACHMENT II).
2. Table of Contents: Proposals should include a paginated table of contents to facilitate locating the information included.
3. Abstract: Proposals should include a concise abstract of about 250 words stating the proposers overview of the project and the proposed method of implementation.
4. Technical Discussion: This section should be presented in as much detail as practical and include the following:
 - a. Scope of Services (SOS)
 1. The proposer should prepare a scope of services which specifically responds (in order listed) to each item specified in Attachment I, (SOS). This section should present a detailed statement of the methodology to be utilized to carry out each task, a precise description of the deliverables to be received by the State as end products of the services rendered, and how the proposed deliverables will be provided.
 2. Project Organization and Management: This subsection should include the project team proposed for this work (identification of persons assigned to individual tasks), and the function and responsibilities of subcontractors.
 3. The proposer will be responsible for reviewing the CRMS-*Wetlands* design document (Steyer et al. 2003), the Standard Operating Procedures (SOP) manual for the CRMS-*Wetlands* program (Folse et al. 2008), the Office of Coastal Restoration and Management Quality Management Plan (QMP) for Louisiana Fiscal Year 2011 (OCPR 2010), the OCPR engineering standards document (LDNR 2007), and other materials posted at <http://ocpr.louisiana.gov/crm/coastres/CRMS-RFP> to develop their proposal.
 - b. The proposer should provide an explanation of any additional tasks to be performed which are deemed necessary by the proposer for successful project

completion; explanation of deviation from and/or deletion of any tasks listed in Attachment I, SOS.

5. Personnel Qualifications: This section should contain a list of personnel to be used on this project and their qualifications. Resumes, including education, background, accomplishments and any other pertinent information, should be included for each of the key personnel (including subcontractors) to be assigned for direct work on the project.
6. Relevant Company Experience: This section should include the proposer's and subcontractor(s)' experience which is relevant to the proposed project including company and privately-sponsored work, a representative list of current governmental contracts in this and related fields, and/or such contracts completed in the recent past, including dollar amount of contract, title, sponsoring agency, contract number, name and telephone number of contracting officer. Proposers should describe their ability to meet the desired qualifications in Section 3.1.
7. Subcontractors: Persons who are not full time employees of the proposer shall be considered as subcontractors. All subcontractors necessary to conduct the work should be identified, including the percentage of project to be accomplished. For subcontractor(s) or Contractor(s), the proposer should include letters of agreement to undertake their portion of the proposed project.
8. Insurance: The proposal should include a certificate of insurance as proof that proposer has in effect limits of insurance required by Attachment III, Sample Contract. If selected as a contractor, the proposer shall provide certificates of insurance as proof of coverage at the time of contract negotiation.
9. A fee schedule containing the following information **MUST** be submitted:

Schedule Required

<u>Rate</u>	<u>Personnel Required</u>
\$ _____ /hr	Project Manager
\$ _____ /hr	Principle Environmental Scientist
\$ _____ /hr	Senior Environmental Scientist
\$ _____ /hr	Environmental Scientist 3
\$ _____ /hr	Environmental Scientist 2
\$ _____ /hr	Environmental Scientist 1

\$ _____ /hr	Senior Geographic Information Systems Analyst
\$ _____ /hr	Geographic Information Systems Analyst
\$ _____ /hr	Scientific/Technical Editor
\$ _____ /hr	Bio-Statistician
\$ _____ /hr	Field Technician
\$ _____ /hr	Administrative/Clerical
\$ _____ /day	Airboat
\$ _____ /day	Workboat
\$ _____ /day	Flatboat/Mudboat/Go-Devil
\$ _____ /day	ATV
\$ _____ /day	Vehicle
\$ _____ /day	Field Data Collection Equipment
\$ _____ /day	Continuous Recorders

PROPOSALS THAT DO NOT CONTAIN HOURLY RATES FOR EACH STAFF CLASSIFICATION ABOVE SHALL BE DISQUALIFIED. PROPOSERS SHALL NOT ADD ANY ADDITIONAL STAFF CLASSIFICATIONS.

At the time issuance of Task Order(s), services not required by the rate schedule sheet will be negotiated.

All data must be provided to the OCPR on a monthly basis, in raw form as it is collected (within 72 hours), and in a final form after quality control procedures are performed on the data (within 30 days). Required data completeness, the ratio of the amount of valid data obtained to the amount expected, shall be 85%, as defined in the OCPR QMP (OCPR 2010). Monetary penalties for missing data above this threshold will be assessed.

NOTE: Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the

limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49 (PPM No. 49). PPM 49 can be found at the website: www.doa.louisiana.gov/osp/travel/traveloffice.htm. All out of state travel will be subject to prior approval by the Secretary of the Department of Natural Resources or Secretary of Department of Environmental Quality, whichever is applicable.

B. VOLUME II. FINANCIAL INFORMATION (SEPARATE VOLUME) (1 COPY)

1. Financial Capability: Proposer **shall** provide the latest three years of financial statements, preferably audited, or other evidence of financial status sufficient to demonstrate its capability, and the capability of each of its subcontractors, to carry out the project, i.e. letters from banks and other financial companies.
2. Overhead rate: The proposer's overhead rate, with a complete, detailed breakdown of the components and percentages, **must** be included with the proposal. The method for computation of the overhead rate for this specific project must be included. In addition, the normal overhead rate used for similar projects should be included. If the overhead rate is incorporated into hourly rates or other cost categories, the proposer must identify the categories used and the percentage attributable to overhead.

C. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Each proposer should address how the firm will meet the following:

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

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymouse?guest_user=self_reg may be

accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <https://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

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

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

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

6.0 EVALUATION AND SELECTION

6.1 Proposal Review Committee

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

6.2 Administrative and Mandatory Screening

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

6.3 Clarification of Proposals

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

6.4 Oral Presentations/Discussions May be Required

NOT APPLICABLE TO THIS SOLICITATION.

6.5 Evaluation and Review

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

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

CRITERIA	MAXIMUM SCORE
1. Approach and Methodology	30
2. Experience & Staff Qualifications	30
3. Cost	30
4. Hudson/Veteran Small Entrepreneurship Program	10
TOTAL SCORE	100

The lowest average rate schedule (All hourly rates will be added then divided by 19) will receive thirty (30) points. All other proposals will be rated by multiplying the maximum possible points (30) by a fraction that consists of the lowest proposed rate schedule as a numerator and the rate schedule of the proposer being evaluated as the denominator.

$$\text{Cost} = 30 \times \frac{\text{Lowest Rate Schedule}}{\text{Proposer's Rate Schedule}}$$

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

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

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

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

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

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors:
 - 1 participating small entrepreneurship: 1/5th of the reserved points
 - 2 participating small entrepreneurships: 2/5ths of the reserved points
 - 3 participating small entrepreneurships: 3/5ths of the reserved points

- 4 participating small entrepreneurships: 4/5ths of the reserved points
- 5 participating small entrepreneurships: Full amount of the reserved points

6.6 *Announcement of Contractor*

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

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

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

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

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 *Corporation Requirements*

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

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

7.2 *Billing and Payment*

Billing and payment terms shall be negotiated with the successful Proposer.

7.3 *Confidentiality*

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

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

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

ATTACHMENT I: SCOPE OF SERVICES

I. Introduction and Background

The Office of Coastal Protection and Restoration (OCPR) OCPR requires professional environmental science consulting services to supplement its staff's capabilities relative to the coastal protection and restoration program. Consequently, the OCPR is seeking a contractor to perform a variety of environmental science services that will enhance the capability, efficiency, and responsiveness of the OCPR to the State's coastal protection and restoration needs. These required services shall include planning and facilitating implementation of coastal wetland ecosystem protection and restoration projects, water resource planning, basin-wide hydrologic and ecosystem modeling, and collection, management, and analysis of ecological data. These services will be utilized to produce high-quality deliverables associated with the execution and expansion of the coastal protection and restoration program and its goals. The contracting process to be established by the OCPR will be on a task order basis. The OCPR Contract Manager will coordinate all efforts throughout the contract period, including task scopes and negotiations, and will assign tasks to the Contractor as needed.

II. Performance of Task Order

The Contractor shall perform all work required to accomplish the intent of the task orders assigned by OCPR. The Contractor shall provide all professional staff, support staff, and specialists necessary to plan, perform, supervise, and report the required work. The Contractor shall furnish all labor, transportation, fuel, equipment (unless otherwise stated that the State will provide), and supplies necessary to perform the services required by each task order.

III. Scope of Services

Services will be required in a variety of specialized categories including, but not limited to the following:

A. Environmental Studies and Reports

As requested by OCPR, tasks associated with this category shall include preparing compliance documents, such as environmental impact assessments; creating supporting documentation to obtain environmental permits; performing cultural resource investigations; conducting environmental site assessments; describing habitats and populations; performing ecologic analyses; preparing environmental restoration plans; formulating project environmental monitoring plans and quality assurance project plans; providing programmatic recommendations; rendering expert opinion; performing literature reviews; writing feasibility studies; presenting reports and plans to interagency committees and other groups; performing project management; evaluating

restoration projects; evaluating project alternatives; and performing project and wetland assessments.

B. Environmental Surveys and Data Collection

Tasks associated with this category shall include various types of environmental and biological surveys, damage assessments, and data collection including oyster resource, habitat, vegetation, geological resource, cultural resource, archaeological, hydrological, surface elevation, accretion, and soil properties. Specifically, the majority of the services needed under this task will relate to the coastal protection and restoration monitoring program. This program is currently made up of the Coastwide Reference Monitoring System (CRMS)-*Wetlands* as well as other various individual project-specific efforts. This program is defined in more detail below in Section IV.

C. Statistical Data Analysis and Management

As requested by OCPR, tasks associated with this category shall include obtaining, assembling, and organizing data from a variety of sources; reviewing data; providing quality assurance/quality control (QA/QC); statistically analyzing data; developing metadata; designing and managing databases; developing conclusions and making recommendations based on analyses; performing spatial analysis; operating geographic information systems (GIS), and providing remote sensing activities applicable to or associated with the coastal protection and restoration program.

IV. Coastal Protection and Restoration Monitoring Program

The CRMS-*Wetlands* will provide an array of reference sites for the many projects for which no appropriate paired reference areas exist. Data collected under the CRMS-*Wetlands* will 1) characterize typical conditions within various habitat types for both project and non-project areas and provide a basis of comparison to evaluate differences in response to coastal protection and restoration projects, 2) provide an avenue to evaluate the effectiveness of the coastal protection and restoration program, and determine whether whole coastal ecosystems are being protected and restored, not just the areas directly affected by individual projects, and 3) be a valuable source of information for the State Master Plan, LCA Science Plan, and other programs.

The Contractor shall make specific suggestions for improvements to the State's recommended data collection, management, and/or analytical approach or equipment recommendations which will be more cost-effective or save time and/or effort, without compromising data quality or the CRMS-*Wetlands* design. These recommendations shall be accompanied by specific justifications and explanations. If the Contractor makes recommendations that require equipment which is different than what the State typically uses, the Contractor shall also provide specifications for review.

Recommendations are made in Folse et al. 2008; however, the Contractor shall recommend alternate equipment to benefit the program.

A. Distribution of Sites

The Contractor will be responsible for the servicing and maintaining of approximately 381 CRMS-Wetlands sites, 43 restoration project-specific sites for hourly hydrology only, and 44 restoration project-specific sites for monthly (discrete) hydrology only. Note that for the 381 CRMS-Wetlands sites, the Contractor shall be responsible for monitoring all data parameters at only 345 sites. The Contractor will be responsible for hydrologic data collection only at the remaining 36 sites. The total number of sites may vary over time due to changes in the monitoring program, to access restrictions, or to continued vandalism to the site. The number of CRMS-Wetlands sites that will need to be serviced under this contract by hydrological coastal Louisiana basin are as follows: Pontchartrain (56), Breton Sound (20); Mississippi River (13); Barataria (64); Terrebonne (74); Atchafalaya (19); Teche/Vermilion (40); Mermentau (50); and Calcasieu Sabine (44). The spatial distribution of these stations is illustrated in figure 1.

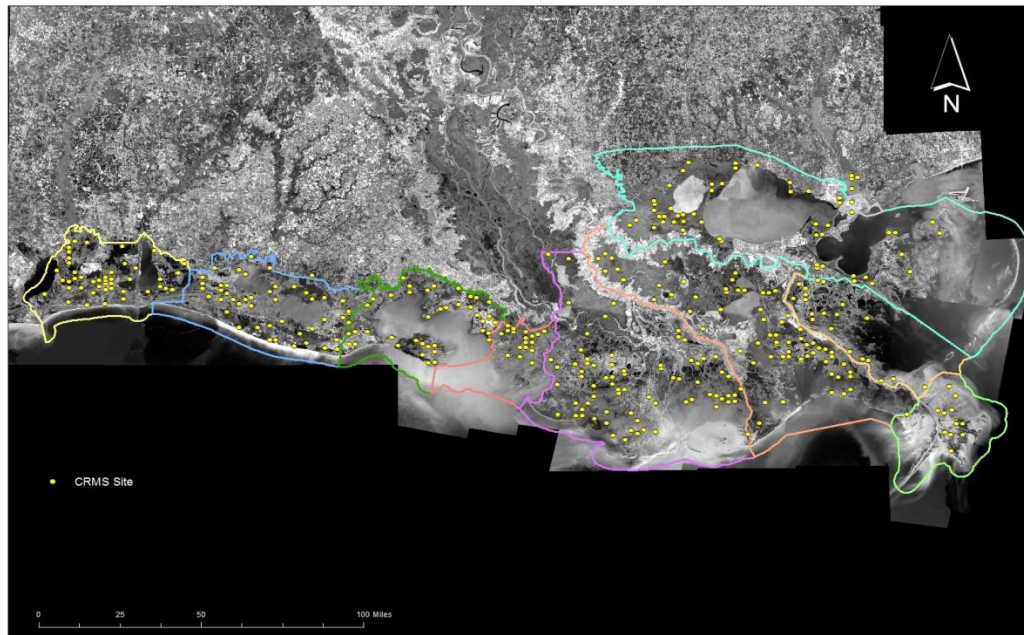


Figure 1. CRMS - Wetlands site locations.

The Contractor shall provide project-specific monitoring as listed below in table 1. Maps of station locations are available at <http://ocpr.louisiana.gov/crm/coastres/CRMS-RFP>.

Table 1. Required project-specific monitoring.

Hourly Continuous Recorders (40 total)	
Project	Number of stations
CS-20	3-monthly datasondes
CS-27	1-monthly datasondes
BA-02	2-monthly datasondes
TE-26	4-monthly datasondes
TE-28	3-monthly datasondes
BA-01	8-monthly datasondes
BA-03c	1-monthly datasondes
BA-04	5-monthly datasondes
BS-08	2-monthly datasondes
PO-24	2-monthly datasondes
ME-11	1-monthly datasondes
ME-16	1-monthly datasondes
TE-28	1-monthly marsh mat recorder
TE-72	4-monthly datasondes
TV-21	2-monthly datasondes
Monthly Discrete Sampling (44 total)	
TE-28	22-monthly discrete
BA-01	3-monthly discrete
BA-04	17-monthly discrete
CS-27	2-monthly discrete

B. CRMS-Wetlands Site Configuration

Site configuration will vary, depending on the site-specific conditions, but should follow that generally described in figure 2. A more detailed description of site configuration, infrastructure, and equipment can be found in Folse et al. 2008.

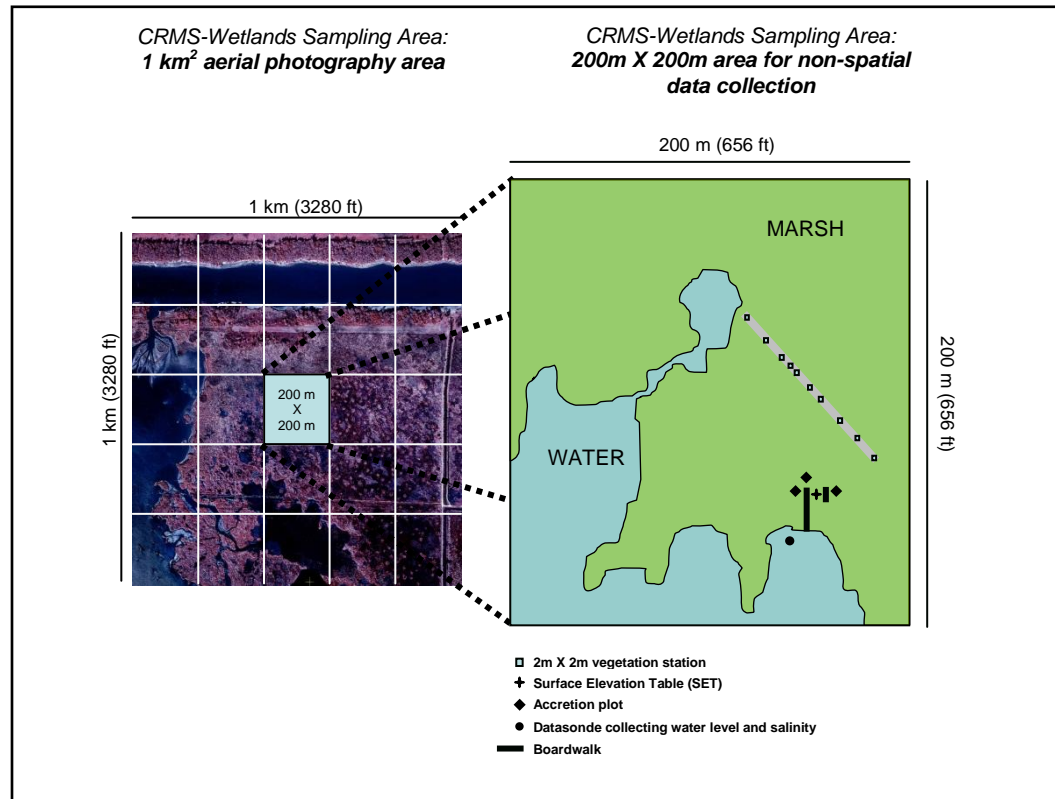


Figure 2. Example of CRMS-Wetlands site configuration. Configuration may vary depending on site characteristics.

To ensure data quality and compatibility, it is imperative that the Contractor shall be consistent in the way CRMS-Wetlands sites are established and managed. Each 1km² will be referred to as a CRMS “site.” Within each CRMS site, the location of each data collection activity will be referred to as the CRMS “station.” Therefore, each CRMS site will have multiple stations.

C. CRMS-Wetlands Variables

The variables measured at each site shall be those necessary to address the objectives of CRMS-Wetlands. These variables are crucial in determining the effectiveness of the coastal restoration program as well as those considered most important in affecting growth of vegetation. The frequency of sampling shall be that which is minimally required to evaluate long-term trends, while maintaining information on seasonal trends. Sampling methodologies for these variables are

described in detail in Folse et al 2008. The following variables will be monitored at each site:

1. Vegetation composition and cover

Vegetation composition and cover will be estimated from ten (10) permanent 2m x 2m plots that are randomly distributed along a transect in the emergent marsh within the 200m x 200m sampling area at each site. It will be measured during the summer/fall (August-September). In the swamp areas, three (3) larger plots (20m x 20m) will be utilized for measuring forested vegetation parameters. Nested within each of the larger forest stations will be three 6m x 6m understory stations each containing one 2m x 2m herbaceous layer plot to be surveyed in the same manner as the marsh plots. Detailed procedures are described in Folse et al. 2008.

Emergent marsh vegetation will be sampled at each site only once per year. For swamp, fresh, and intermediate marsh stations, sampling shall occur over the first part of the sampling period. For brackish and saline stations, sampling shall occur over the latter part of the sampling period. Swamp monitoring of the 20m x 20m plots will only occur once every three years and sampling shall begin during the second week of July.

2. Hydrology

Hydrologic parameters (salinity, specific conductance, water level, and water temperature) within the marsh will be measured every hour with an electronic recording gauge (continuous recorder). All continuous recorders shall be installed within one of the marsh ponds or adjacent open water areas that are hydrologically connected to the surrounding water body. It is the responsibility of the Contractor to provide all continuous recorders. The Contractor must be prepared to start installing continuous recorders upon contract initiation and shall have all recorders installed within 2 months. The water level recorded must be relative to water level inundating the marsh surface; therefore, continuous recorders shall not be placed in water bodies with levees or spoil banks interfering with hydrologic circulation within the marsh where other variables are collected. At sites with no open water, or in swamps with extended dry periods, the continuous recorders shall be installed in wells to measure hydrologic parameters when water level exceeds the marsh surface elevation. At floating marsh sites (approximately 35), an additional continuous recorder (marsh-mat recorder) shall be used to monitor marsh mat hydrology and movement as described by Folse et al. 2008.

The continuous recorder shall be surveyed into the Louisiana Coastal Zone Primary or Secondary Monument Network in NAVD 88. The continuous recorder will be serviced between 6 and 12 times per year following the procedures described by Folse et al. 2008. At each servicing, a measurement of interstitial (pore) water salinity will be made at the adjacent marsh.

Interstitial water salinity will also be sampled along the vegetation transect during vegetation sampling as described in Folse et al. 2008.

Discrete hydrology will be sampled once each month using a hand-held multimeter at the approximately 44 project-specific stations listed in Table 1. Discrete stations are simply pre-determined geographic locations with no existing infrastructure where these hydrology data are required per the approved monitoring plan.

It will be the responsibility of the Contractor to purchase and maintain hand-held multimeters (e.g., YSI-30 or equivalent) for discrete sampling. The Contractor must also supply the equipment necessary to download data from the continuous recording instruments in the field (e.g., proprietary field reader, laptop, or similar).

3. Surface Elevation

At each CRMS-*Wetlands* non-floating site (approximately 295), Rod-Surface Elevation Table (RSET) measurements will be taken two times per year during the February-March and September-October time periods (Folse et al. 2008) unless specified by OCPR. The RSET will also function as an elevation reference point at each site, with the elevation expressed as NAVD 88.

At floating marsh sites, marsh mat movement will be monitored using a marsh-mat recorder as described by Folse et al. 2008.

4. Accretion

At each CRMS-*Wetlands* site, the rate of accretion of new sediment on top of the marsh surface will be documented by measuring the amount of material accumulated over a layer of feldspar installed at each site. Accretion measurements will be made using a cryogenic corer (Folse et al. 2008) and will be collected at the same frequency (and on the same day) as the RSET measurements.

5. Soil Properties

Soil cores shall be collected once at each CRMS-*Wetlands* site and have already been collected at all existing sites. In the event that any new

sites are established, it will be necessary for the Contractor to collect soil cores. Three sediment cores will be collected with a 4” PVC core extracting device, as described by Folse et al. 2008, at locations adjacent to each CRMS-*Wetlands* site. Variables which will be analyzed shall include percent organic, bulk density, soil salinity and water content.

D. General Timeline

The following are data collection/servicing requirements:

Months	Activity
January	Service Hydrographic Recorder
February-March	Service Hydrographic Recorder Service RSET; Install and/or measure feldspar
April-June	Service Hydrographic Recorder
July-September	Service Hydrographic Recorder Collect Emergent Vegetation Data
September-October	Service Hydrographic Recorder Service RSET; Install and/or measure feldspar
November-December	Service Hydrographic Recorder

E. Site Access

CRMS-*Wetlands* will involve on-the-ground data collection and will require that permission be granted from each landowner for each site visit. The OCPR Land Section has secured landrights agreements for all 381 CRMS sites to be serviced under this contract. Contact information will be provided to the Contractor. A plan must be in place to ensure that landowners shall be notified prior to all access and that landowner restrictions shall be honored at all times. It is recommended that the Contractor maintain at least one full time position to handle landrights responsibilities. Landowner restrictions shall include type of boat usage, times when access is allowed, access routes, waterfowl/alligator season restrictions, etc. It shall be noted that many landowners do not allow airboat usage at any time during waterfowl season. This shall mean that several sites might not be accessible for up to 3 months out of the year because no other boat option is available. A list of sites that contains a brief summary of landowner restrictions and current boat type necessary for access to each site is available at <http://ocpr.louisiana.gov/crm/coastres/CRMS-RFP>. It is important to understand that boat type will change throughout the year for some sites due to landowner restrictions or because of environmental conditions (water levels, submerged aquatic vegetation, etc). It is also important to note that landowner restrictions can change at any time. It will be the responsibility of the Contractor to read, follow, and understand all landowner requirements as

contained in the landrights and site access agreements. All agreements are located and available for review at the following FTP address <http://ocpr.louisiana.gov/crm/coastres/CRMS-RFP>.

F. Field Data Collection Methodology

All methodologies for data collection are described in Folse et al. 2008 located at <http://ocpr.louisiana.gov/crm/coastres/CRMS-RFP>. This document includes station servicing requirements, data management/processing, and quality control procedures that must be followed. The Contractor shall provide recommendations to modify current procedures if these modifications will result in improved data quality, increased efficiency, and/or reduced costs to the State.

G. Data Management and Analysis

All data collected by the Contractor must meet minimum data quality standards as outlined in the Office of Coastal Protection and Restoration QMP (OCPR 2010). The Contractor must follow and be able to document their adherence to the quality assurance/quality control (QA/QC) procedures as outlined in Folse et al. 2008.

The OCPR houses and manages its data in an Oracle-based system called SONRIS (Strategic Online Natural Resources Information System). The final destination of all data collected through this contract will be in this Oracle-based SONRIS system. Data can be transferred to the SONRIS system from any computer connected to the internet via a remote load procedure through the use of an FTP site. It will be the responsibility of the Contractor to ensure that data collected through this contract meet the minimum quality standards described in Folse et al. 2008 prior to final submission to the OCPR and that the data are provided in a format that will be readily received by SONRIS. These data formats are provided in Folse et al. 2008.

Consideration will be given for landrights restrictions and factors outside the control of the Contractor. The Contractor shall understand that data analysis and management which includes QA/QC, data loading/transfer to SONRIS, and general documentation of field conditions can account for up to 40-50% of the CRMS-*Wetlands* implementation workload. The Contractor will be expected to abide by the data delivery schedule and quality requirements set forth in the contract.

As with field data collection methodologies, the Contractor shall provide recommendations to modify current data management and analysis procedures if these modifications will result in improved data quality, increased efficiency, and/or reduced costs to the State.

H. Reporting

Reports will be required of the Contractor on a routine basis. A weekly e-mail report submitted to the OCPR describing maintenance issues encountered on service runs will be required. A monthly status report must also be submitted with the monthly invoice indicating the stations serviced, raw data transferred to the OCPR, and QA/QC'd data transferred to the OCPR. These monthly reports shall also identify problems encountered and how they were addressed, and shall accompany monthly invoices. Information contained in these reports will be verified by the OCPR Project Manager prior to approval for payment.

I. References

All references below and project-specific station location maps are located at <http://ocpr.louisiana.gov/crm/coastres/CRMS-RFP>.

Office of Coastal Protection and Restoration (OCPR). 2010. Office of Coastal Protection and Restoration Quality Management Plan for Louisiana Fiscal Year 2011. Louisiana Office of Coastal Protection and Restoration, Baton Rouge, LA. 82 pp.

Folse, T. M., J. L. West, M. K. Hymel, J. P. Troutman, L. Sharp, D. Weifenbach, T. McGinnis, and L. B. Rodrigue. 2008. A Standard Operating Procedures Manual for the Coast-wide Reference Monitoring System-*Wetlands*: Methods for Site Establishment, Data Collection, and Quality Assurance/Quality Control. Louisiana Coastal Protection and Restoration Authority, Office of Coastal Protection and Restoration. Baton Rouge, La. 191 pp.

Louisiana Department of Natural Resources, Coastal Engineering Division. 2007. A Contractor's Guide to Minimum Standards. For contractors performing GPS surveys & establishing GPS derived orthometric heights within the Louisiana coastal zone. 43pp.

Steyer, G.D., C. E. Sasser, J. M. Visser, E. M. Swensen, J. A. Nyman, and R.C. Raynie. 2003. A proposed coast-wide reference monitoring system for evaluating wetland restoration trajectories in Louisiana. *Environmental Monitoring and Assessment* 81:107-117.

V. **Task Order Requirements**

1. Estimated Cost- The Contractor will provide an estimated cost for each task based on a scope of services provided by the OCPR Project Manager. The estimate shall include a breakdown of personnel and/or equipment necessary to complete the task.

2. Estimated Time Schedules- For each assigned task the Contractor shall submit an estimated time schedule, including project initiation and completion estimates, to the OCPR Project Manager for review and coordination with other project implementation elements.
3. Task associated deliverables- The Contractor shall provide to the OCPR Project Manager the specific deliverables related to each task.

The deliverables listed in this section are the minimum required from the Contractor.

ATTACHMENT II: CERTIFICATION STATEMENT

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

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

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from proposal's due date;
5. Proposer understands that if selected as the successful Proposer, he/she will have **30** business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov .)

Authorized Signature: _____

Typed or Printed Name:

Title:

Company Name:

Address:

City:

State:

Zip:

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III: SAMPLE CONTRACT

STATE OF LOUISIANA CONTRACT FOR ** SERVICES

ON THIS ____ day of _____ 20__, the ****Department of Natural Resources (DNR) or Office of Coastal Protection and Restoration (OCPR)**** of the State of Louisiana, hereinafter sometimes referred to as the "State", and <contracting_party> officially domiciled at <address>, <city>, <state> <zip> hereinafter sometimes referred to as the " Contracting Party", do hereby enter into a contract under the following terms and conditions.

1. SCOPE OF SERVICES

Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in the RFP (Appendix A) and the Proposal (Appendix B), attached hereto and made a part hereof.

2. GOAL

****LIST GOALS THIS CONTRACT****

3. OBJECTIVES

****LIST OBJECTIVES OF THIS CONTRACT****

4. PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Scope of Services and are identified as:

****LIST PERFORMANCE MEASURES WHICH SHOULD BE MEASURABLE AND TIME BOUND****

The submission of satisfactory Monthly Progress Reports is required. Performance measures for this contract shall include Contractor's timely and successful completion, submission, and performance of any work product being sought and provided through this agreement, consistent with the provisions, goals and objectives of this contract.

5. MONITORING PLAN

<project_manager> of ****identify department or division****, or ****his/her**** designee, will monitor the services provided by the contractor and the expenditure of funds under this contract. <project_manager> will be primarily responsible for the day-to-day contact with the contractor

and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

Contractor will perform various duties which are specifically provided for in this Contract and Appendices A and B.

- (1) A progress report shall be submitted by the Contracting Party with each invoice for payment on Form DNR-PR (Appendix C).
- (2) A final summary report shall be submitted by the Contracting Party on Form DNR-PR (Appendix C) with the final invoice for payment.

6. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Scope of Services. The Contractor shall provide to the State the items specified in Appendices A and B as products of the services rendered under this contract.

7. SUBSTITUTION OF KEY PERSONNEL

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

8. TERM OF CONTRACT

The term for the fulfillment of services to be performed pursuant to this contract shall be from <begin_date> through <end_date>.

9. OCPR FURNISHED RESOURCES

The ****Secretary/Executive Director**** of the State will designate one or more persons on his staff to act as project manager(s) and the State will provide the following to assist the Contractor in the performance of the Scope of Services:

- a. Appropriate personnel for consultation, as required; and
- b. Access to relevant material required in the performance of the work.

10. TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is <tax_id>.

11. PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of <total_amt_wording>.

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Appendices A and B. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of Contract Monitor, <project_manager>, or his designee.

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

****Enter the negotiated hourly rates or payment terms****

The final invoice shall be submitted within thirty (30) days following expiration of the contract.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior written approval of the Executive Director of the Department.

12. TERMINATION FOR CAUSE

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

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

13. TERMINATION FOR CONVENIENCE

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

Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

14. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

15. 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.

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

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

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

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

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

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

16. CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

17. FUND USE

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

18. ASSIGNMENT

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

19. RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

20. 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.

21. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

22. SUBCONTRACTORS

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

23. HUDSON & VETERANS INITIATIVES

The Louisiana Department of Natural Resources fully participates and encourages contractor participation in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible contractors are encouraged to become certified. Eligible contractors are also required to make it clear in their proposal that they are certified by attaching a certification document. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

24. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and 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 1972, and the Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, the Davis-Bacon Act (40 USC 276a et seq), and the Federal Funding Accountability and Transparency (FFATA) (<https://www.fsrc.gov>).

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. 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.

25. INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana 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 him, the State, 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 himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State 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, 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 \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, 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 there under, 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.

26. APPLICABLE LAW

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

27. CODE OF ETHICS

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

28. REGISTRATION REQUIREMENTS

The Firm, engineers, or surveyors that will accomplish the work as described in the Scope of Services (Appendix A) shall be certified by the Louisiana State Board of Registration for Professional Engineers and Land Surveyors and shall possess current licenses throughout the term of the contract. The firm, engineers, or surveyors shall provide all services in compliance with the registration law for Professional Engineers and Land Surveyors (La. R. S. 37:681 through 37:703 as amended by Act 568 of 1980) and the rules of the Board of Registration for Professional Engineers and Land Surveyors.

29. 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.

30. 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. This Contract shall become effective upon final statutory approval.

31. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

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

THE STATE AND THE CONTRACTOR REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:	<office_head>, TITLE DEPARTMENT OF NATURAL RESOURCES/OCPR
	<contracting_party>