

# **REQUEST FOR PROPOSAL**

## **GENERAL REAL ESTATE AND OYSTER LEASE APPRAISAL SERVICES**



**RFP #: 3000008095**

**PROPOSAL DUE DATE/TIME: JUNE 27, 2017 3:00 PM**

**State of Louisiana  
COASTAL PROTECTION AND RESTORATION AUTHORITY**

**May 26, 2017**

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# **REQUEST FOR PROPOSAL FOR**

## **GENERAL REAL ESTATE AND OYSTER LEASE APPRAISAL SERVICES**

### **PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

#### **1.1 Purpose**

This Request for Proposals (RFP) is issued by the Coastal Protection and Restoration Authority (herein referred to as the CPRA or the State) for the purpose of entering into a contract with a firm which will provide Certified Appraisers (Contractor) to perform appraisals of privately owned real property and oyster leases throughout the coastal parishes of Louisiana.

#### **1.2 Background**

The Coastal Protection and Restoration Authority of Louisiana (CPRA) requires professional Certified Appraisers to supplement its staff's capabilities relative to the coastal protection and restoration program. Consequently, the CPRA is seeking the services of one or more Certified Appraisers (Contractor) to perform appraisals of privately owned real property and oyster leases throughout the coastal parishes of Louisiana. The contractor shall perform appraisal services on an as-needed, task order basis. The CPRA Contract Monitor will coordinate all efforts throughout the contract period, including task scopes and negotiations, and will assign tasks to the Contractor as needed.

#### **1.3 Goals and Objectives**

This assignment involves the appraisal of lands and improvements, and/or of oyster leases and improvements, to be acquired in accordance with La. R.S. 56:432.1, the Oyster Lease Acquisition and Compensation Program (OLACP) where coastal restoration projects approved for construction pursuant to the Coastal Wetlands Planning, Protection and Restoration Act, PL 101-646 (CWPPRA) and other integrated coastal protection, conservation and restoration projects directly impact privately owned lands in such a way that compensation is required. All appraisals shall be reported as self-contained appraisal reports in narrative form and must conform to the Uniform Standards of Professional Appraisal Practice (USPAP) and guidelines contained in La. R.S. 56:432.1. Please refer to Section A of the Uniform Appraisal Standard for Federal Land Acquisitions for a description of the contents of the appraisal report and the OLACP. One hard copy of the report is to be provided to CPRA and reports (including all addenda) must be submitted in electronic format.

#### **1.4 Term of Contract**

The term of any contract resulting from this RFP shall begin on or about August 01, 2017 and is anticipated to end on July 31, 2020. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

## 1.5 Definitions

- A. Shall, Will and Must – The terms “shall”, “will”, and “must” denote mandatory requirements.
- B. May and Can- The terms “may” and “can” denote an advisory or permissible action.
- C. May and Can- The terms “may” and “can” denote an advisory or permissible action.
- D. Should – The term “should” denotes a desirable action.
- E. Contractor – Any person having a contract with a governmental body; the selected proposer.
- F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- G. State- The State of Louisiana.
- H. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- I. DOA - Division of Administration
- J. OSP – Office of State Procurement
- K. Proposer – A firm or individual who responds to this RFP.
- L. RFP – Request for Proposal
- M. CWPPRA – Coastal Wetlands Planning, Protection and Restoration Program
- N. OLACP – Oyster Lease Acquisition and Compensation Program
- O. USPAP – Uniform Standards of Professional Appraisal Practice

## 1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised and Blackout Period begins	May 26, 2017
Deadline for receipt of Written inquiries	June 07, 2017 @ 3:00pm
Issue responses to written inquiries	June 13, 2017
Deadline for receipt of proposals	June 27, 2017 @ 3:00pm
Notice of Intent to award announcement, and 14-day protest period begins, on or about	July 10, 2017
Contract execution on or about	August 01, 2017

**NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.**

## 1.7 Proposal Submittal

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

***Allison Richard, Coastal Resource Program Specialist  
Coastal Protection & Restoration Authority  
150 Terrace Avenue  
Baton Rouge, LA 70802  
225-342-5453***

The responsibility solely lies with each proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

## **1.8 Qualifications for Proposer**

### **1.8.1 Mandatory Qualifications:**

Proposers must meet the following qualifications prior to the deadline for receipt of proposals.

1. At least one (1) employee with a college degree in biological science OR prior acceptance by a Louisiana federal or state court as an expert witness in the field of oyster biology or oyster ecology;
  2. At least one (1) licensed and certified General Real Estate Appraiser with at least five (5) years experience in the oyster fishing industry in the State of Louisiana.
  3. At least one (1) licensed and certified Oyster Lease Appraiser with at least five (5) years experience in the oyster fishing industry in the State of Louisiana.
- It shall be acceptable for one staff member to meet all the requirements.
  - Proposer **shall** include a copy of the certification(s) with the proposal.
  - Proof of licensure will be checked at <http://www.reab.state.la.us/>.

### **1.8.2 Desirable Qualifications:**

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals.

1. Has experience in the valuation of oyster leases for acquisition conforming to La. R.S. 56:432.1, the Oyster Lease Acquisition and Compensation Program (OLACP).

## **1.9 Proposal Response Format**

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

### **1.9.1 VOLUME I – TECHNICAL PROPOSAL AND COST RATES (FIVE COPIES)**

- A. Cover Letter:** A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.
- B. Table of Contents:** The proposal should be organized in the order contained below.
- C. Executive Summary:** This section serves to introduce the scope of the proposal. It shall include administrative information, including the Proposer contact name and phone number. It shall include the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

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

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

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

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

- E. Approach and Methodology:** Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

Proposers should respond to all requested areas in Part II, Scope of Services

The Proposer should:

- Provide an understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define a functional approach in providing the services.
- Define a functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

- F. Proposed Staff Qualifications:** The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications.



This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

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

**G. Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation:**

Participation of Veteran Initiative and Hudson Initiative small entrepreneurships will be scored as part of the technical evaluation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships to participate in contracting and procurement with the state. Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurships (LaVet) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurships are 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.louisianaeconomicdevelopment.com>

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

If a proposer is certified as a Hudson and a Veteran small entrepreneurship, the maximum points to be reserved is ten percent (10%) of the total evaluation points.

If a proposer is not a certified Hudson or Veteran small entrepreneurship as described herein, but plans to use certified Hudson or Veteran small entrepreneurships, proposer shall include in its 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.

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

**Proposer Status and Reserved Points**

Proposer is a certified La Vet or Hudson small entrepreneurship: Full amount of the reserved points.

Proposer is not a certified LaVet or Hudson small entrepreneurship but has engaged one or more LaVet or Hudson certified small entrepreneurships to participate as subcontractors.

Points will be allocated based on the following criteria:

- the number of LaVet and Hudson certified small entrepreneurship to be utilized
- the experience and qualifications of the certified LaVet and small entrepreneurship(s)
- the anticipated earnings to accrue or the percentage of work subcontracted to the certified LaVet and Hudson small entrepreneurship(s)

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

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

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:

<https://smallbiz.louisianaeconomicdevelopment.com> Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, 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/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) May be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

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

- H. Cost Proposal:** The Proposer shall provide an hourly billable rate (numerical value) for each of the staff classifications listed in the Required Rate Schedule in Attachment II. The Prime and Sub-consultants will all adhere to the “Required Rate Schedule” for the full term of the contract, so Proposers are to submit only one “Required Rate Schedule.” Proposers shall not provide additional personnel beyond those listed in the “Required Rate Schedule.” All outside expenses (third party charges, equipment and material rentals, large print jobs from outside vendors, etc.) will be reimbursed at cost. If a task requires outside expenses, the Contract Monitor or his designee may approve reimbursement at cost for such equipment or materials. Such approval must be granted by the Contract Monitor or his designee in writing prior to the Contractor incurring these costs. Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work-hours using established billable rates mentioned above for the actual work performed on the Task Order.

The hourly billable rates shall be inclusive of any and all costs, including labor, overhead, lodging, travel, per diem, administrative costs, software, account management, and any other costs related to provision of services (including but not limited to computers, field sampling supplies, office supplies, cameras, personal protective equipment, etc.).

**I. Certification Statement:** The Proposer **must** sign and submit the Certification Statement shown in **Attachment I**.

**J. Outsourcing of Key Internal Controls:**  
*NOT REQUIRED FOR THIS SOLICITATION*

**1.9.2 VOLUME II – FINANCIAL INFORMATION (ONE COPY)**

Demonstration of Financial Capability is required for Acceptance of this Proposal. Financial information is used for determination of responsibility (See Section 1.22), and not as evaluation criteria. In Volume II, proposals **shall** include evidence demonstrating the Proposer’s financial capability to carry out this project. Evidence shall include either #1 or #2 below:

1. Financial Statements (preferably audited or reviewed by an independent CPA) for the past 3 years.
2. If three years of financial statements are not available, proposer **shall** state the reason and **shall** provide a letter from the proposer’s bank and/or other financial companies stating financial status/standing with the bank or financial company (on bank/financial company letterhead).

**\*Letters from proposers declaring their own financial capability will not be accepted.**

**1.10 Number of Copies of Proposals**

Five (5) hard copies of the Volume I portion of the proposal and one (1) copy of Volume II of the proposal **shall** be submitted to the RFP Coordinator at the address specified. One (1) additional copy of the Volume 1 portion of the proposal **shall** be submitted in an **electronic format** (i.e. CD, flash drive). At least one (1) 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.

	<b>Volume I</b>	<b>Volume II</b>
<b>Hard copy</b>	5 copies	1 copy
<b>Electronic copy</b>	1 copy	Proposers should <u>not</u> submit any electronic copies of Volume II.

### **1.11 Legibility/Clarity**

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

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

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

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

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

### **1.13 Proposal Clarifications Prior to Submittal**

#### **1.13.1 Pre-proposal Conference**

*NOT REQUIRED FOR THIS SOLICITATION*

### **1.13.2 Proposer Inquiries**

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

**Allison Richard, RFP Coordinator**  
**Coastal Protection & Restoration Authority**  
**Email: [CPRACONTRACTS@LA.GOV](mailto:CPRACONTRACTS@LA.GOV)**  
**Fax: (225) 800-5599**

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 3:00PM on the date specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the schedule of events at

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and  
<http://coastal.la.gov/resources/rfps-rsiqs-contracts/contracts-and-grants/>

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

**Note:** LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following

link:[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

Help scripts are available on OSP website under vendor center

at:<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

### **1.13.3 Blackout Period**

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of

communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

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

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

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process

#### **1.14 Error and Omissions in Proposal**

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

#### **1.15 Changes, Addenda, Withdrawals**

The 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 <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and <http://coastal.la.gov/resources/rfps-rsiqs-contracts/contracts-and-grants/>

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

#### **1.16 Withdrawal of Proposal**

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

#### **1.17 Waiver of Administrative Informalities**

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

#### **1.18 Proposal Rejection/RFP Cancellation**

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

### **1.19 Ownership of Proposal**

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

### **1.20 Cost of Offer Preparation**

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

### **1.21 Taxes**

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

### **1.22 Determination of Responsibility**

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

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

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

### **1.23 Use of Subcontractors**

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

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

**1.24 Written or Oral Discussions/Presentations**

*NOT APPLICABLE FOR THIS SOLICITATION*

**1.25 Acceptance of Proposal Content**

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

**1.26 Evaluation and Selection**

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

**1.27 Best and Final Offers (BAFO)**

*NOT APPLICABLE FOR THIS SOLICITATION*

**1.28 Contract Award and Execution**

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment III. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

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

**1.29 Notice of Intent to Award**

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

The State reserves the right to make multiple awards.



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

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

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

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

### **1.30 Right to Prohibit Award**

In accordance with the provisions of La. R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### **1.31 Insurance Requirements**

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 subcontractor 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 of 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/provisions, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of no less than \$1,000,000.

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

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

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

### **1.32 Indemnification and Limitation of Liability**

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. 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.

### **1.33 Payment**

Payment terms shall be negotiated with the successful Proposer.

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Appendices A (RFP) and B (Proposal). Payments will be made to the Contractor after written acceptance by the State of the task and approval of an invoice. Payment will be made only on approval of the Contract Monitor 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:

Submit monthly invoices for actual costs incurred in accordance with the rate schedule in Appendix B (Proposal). Invoices for progress payments, with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Appendices A and B shall be based upon actual costs incurred and shall be submitted monthly with progress reports.

Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work-hours using established billable rates mentioned above for the actual work performed on the Task Order.

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

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

### **1.33.1 Electronic Vendor Payment Solutions**

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

## **1.34 Termination**

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

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

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

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

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

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

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

### **1.35 Assignment**

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

### **1.36 Right to Audit**

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

### **1.37 Civil Rights Compliance**

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

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

### **1.38 Record Ownership**

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

### **1.39 Entire Agreement/ Order of Precedence**

This RFP, any addenda, the awarded contract, and the proposal submitted by the Contractor in response to the State's RFP, including any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

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

### **1.40 Contract Modifications**

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 shall be binding on any of the parties.

### **1.41 Substitution of Personnel**

The Contractor's personnel assigned to this Contract shall not be replaced without the prior 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 a 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.

### **1.42 Governing Law**

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

### **1.43 Claims or Controversies**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.1-1672.4.

### **1.44 Code of Ethics**

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

#### **1.45 Corporate Requirements**

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

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

### **2.1 Scope of Services**

The Contractor shall perform all work required to accomplish the intent of the task order provided by CPRA. The Contractor shall be required to commence work on each written task order within ten (10) calendar days of the date of receipt. To perform the required work, the Contractor shall provide all professional and support staff and specialists necessary to plan, supervise, perform, and report the required work who are included in the required rate schedule as part of the proposal. The Contractor shall furnish all labor, transportation, fuel, equipment, and materials necessary to perform the services required by each task order.

#### **A. Appraisals:**

This assignment involves the appraisal of lands and improvements, and/or of oyster leases and improvements, to be acquired conforming to La. R.S. 56:432.1, the Oyster Lease Acquisition and Compensation Program (OLACP) where integrated coastal protections and restoration projects are approved for construction pursuant to the Coastal Wetlands Planning, Protection and Restoration Act, PL 101-646 (CWPPRA) and other coastal protection, conservation and restoration projects directly impact privately owned lands in such a way that compensation is required. All appraisals shall be reported as self-contained appraisal reports in narrative form and must conform to the Uniform Standards of Professional Appraisal Practice (USPAP) and guidelines contained in La. R.S. 56:432.1. Please refer to Section A of the Uniform Appraisal Standard for Federal Land Acquisitions for a description of the contents of the appraisal report and the OLACP. One hard copy of the report is to be provided to CPRA and reports (including all addenda) must also be submitted in electronic format.

#### **B. Appraisal Updates:**

The Contractor may be asked to update the appraisals if a project time period is extended. The update will be in one of two formats: minor update or major update. The minor update will be in the format described in USPAP Advisory Opinion 3. This appraisal will require inspecting the property and updating market data to the date of the update request. This type of update will be requested when the property appraised has not undergone a significant change since the original appraisal, and when the time lapse between the date of the original appraisal and the date of the update request is not unreasonably long for the type of real estate involved. A major update will be requested when circumstances require a re-analysis of the factual data in a self-contained appraisal report. This appraisal will also require inspection of the property and updating market data to the date of update request. This type of report will be prepared in the same detail as the original appraisal report.

#### **C. General Requirements:**

The Contractor must contact each landowner and/or oyster leaseholder by letter before the property is inspected to provide the landowner/lessee the opportunity to accompany the Contractor during the property inspection. The letter should be sent at least fifteen (15) days prior to accessing the property to allow a reasonable amount of time to allow the landowner sufficient notice to be able to accompany the Contractor if he/she so



chooses. The date of the inspection must be included in the report as well as a copy of the letter contacting the landowner or his representative. The Contractor should not provide transportation to the landowner or the lessee to the property.

**D. For Land Appraisals:**

CPRA will provide the Contractor a legal description and, in some cases, a plat or map of the requested appraisal tract. Some lands may have to be acquired fee simple; the fee simple title to the lands, however, will be subject to existing easements for public roads and highways, public utilities, railroads and pipelines; excepting and excluding from the taking all minerals in and under the land and all appurtenant rights for the exploration, development, production and removal of any minerals, but without the right to enter upon or over the surface of the land for the purpose of drilling and extracting the minerals.

Most project lands will not be acquired in fee, but will require surface easements or rights-of-way of varying terms, and may include partial takings. The Contract Monitor will provide the Contractor the specific estate that corresponds to each task order at the time of assignment. Appraisals should be performed using the sales comparison approach and the cost and income approaches, if applicable. If the appraisal includes the cost approach, an aggregated unit cost method of estimating should be used in the cost approach to value.

**E. For Oyster Lease Appraisals:**

CPRA will provide the Contractor a copy of the oyster lease at the time of assignment. If sufficient information is available, the Contractor may determine the fair market value of the affected lease by taking into account comparable sales of other leases in similar locations with similar production capabilities. Alternatively, the Contractor may determine the fair market value of the affected lease by calculating the net income of the lessee at the time of acquisition and the present value of the projected net future income during the remainder of the current lease term, beginning with the next succeeding full calendar year, in the following manner:

1. Estimated future production expenses shall be deducted from estimated future gross income from the affected lease to determine estimated future net income, all on an annual basis, then discounted to present value at a rate intended to reflect the expected rate of return on investment in the Louisiana oyster industry, to determine the present value of such income as of the first day of the calendar year following the year of purchase.
2. Future gross income from the affected lease may be estimated by the Contractor based on adequate reliable documentation submitted by the leaseholder, such as sales records, income tax returns, reports and affidavits. In the absence of such documentation, or in conjunction therewith, the Contractor may use whatever information may be available from other sources, both public and private, to estimate the average productivity of oyster reefs in the area of the affected lease on the basis of marketable oyster sacks per reef acre, and the market price thereof, then apply such estimate to the reef area of the affected lease.

3. Future production expenses applicable to the affected lease may be estimated by the Contractor based on adequate reliable documentation submitted by the leaseholder, such as accounting records, invoices, cancelled checks, payroll records, third party records, income tax returns, reports, and affidavits. In the absence of documentation submitted by the leaseholder, or in conjunction therewith, the Contractor may use whatever information may be available from other sources, both public and private, to estimate the average production expenses, present and future, of oyster reefs in the area of the affected lease on a per sack of marketable oysters basis and apply such estimates to the affected lease.

#### **F. Evaluation of Proposals/Offers**

Proposals/Offers will be evaluated in accordance with the factors listed below. The individual Contractor who wishes to be considered for this contract must be a Louisiana Certified Appraiser (include a photocopy of certification) and have experience in the factors below. It is the intent of CPRA that the individual Contractor who prepares and signs the appraisal report will also testify during any litigation that might arise from the projects for which the appraisals are being done. CPRA may award a contract based exclusively on the proposals. The proposal, therefore, should list as much experience as possible.

### **2.2 Technical Experience and Requirements**

#### **A. Court Testimony Experience**

The proposal should cite the number of times the Contractor has testified as an expert witness. The proposal should include specific references regarding the type of case, the case name, the docket number and the name of the court in which the Contractor testified and the approximate date. Please specify Federal Court or State Court.

#### **B. Experience in Valuation of Partial Takings**

The proposal should list an approximate number of appraisals completed within the last three years. Provide a detailed description of at least three appraisals for each, the proposal should state the approximate size of the parent tract, the taking, the remainder, the type of estate appraised, the highest and best use of the property appraised, and whether there was severance damage to the remainder.

#### **C. Experience in Valuation of Various Land Classes**

The proposal should list an approximate number of appraisals completed within the last three years for land classes such as:

- Commercial property or industrial land and buildings with full extent analysis and full extent compensation
- Residential property with residence
- Vacant land, including fast lands and wetlands
- Leased agricultural land
- Woodland
- Leasehold interests (i.e. agricultural leases)

In addition, the proposal should state the location of the property, the size of the property, the date of the appraisal and the client's name for at least three appraisals in each land class in which the Contractor has performed appraisals.

**D. Experience in valuation of unique properties and unusual estates**

The proposal should list an approximate number of appraisals completed within the last five years of unique properties or unusual estates. Provide details regarding the type of real estate that was appraised, the highest and best use of the property, the size of the property, the exact location of the property, whether the property was leased, and the purpose of the appraisal.

**E. Experience in valuation of oyster leases**

The proposal should list an approximate number of oyster lease appraisals completed within the last five years. Provide details regarding the size of the oyster lease, the exact location of the oyster lease, and the purpose of the appraisal.

**F. Professional History**

The proposal should include information regarding the Proposer's work experience, education, affiliation with professional organizations, designations, publications, and honors and awards received. The proposal must include a copy of the current Louisiana Certification and documentation to illustrate membership in good standing in professional organizations.

**G. Expert Witness**

In the event a legal proceeding should arise involving work product provided to CPRA under this contract, the individual Contractor who wishes to be considered for this contract shall provide expert witness testimony supporting the information provided to CPRA in the course of fulfilling this contract. Performing the function of expert witness may be billable at a different rate than normal appraisal functions. A rate for providing expert witness services must be included in proposal in response to this offering.

**2.3 Deliverables**

**A. Estimated Time Schedules**

For each assigned appraisal, if so requested by the CPRA Contract Monitor, the Contractor shall submit an estimated time schedule to the CPRA Contract Monitor for review and coordination with other project implementation elements.

**B. Deliverables**

The Contractor shall provide to the CPRA Contract Monitor the specific deliverables related to each task outlined in Section III herein upon the completion of each appraisal.

### **PART III: EVALUATION**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal.

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

<b>CRITERIA</b>	<b>MAXIMUM SCORE</b>
1. Relevant Company Experience and Knowledge, and Staff Qualifications (including Subcontractors, if applicable)	<b>30</b>
2. Approach and methodology/Scope of Services	<b>30</b>
3. Cost	<b>30</b>
4. Hudson/Veteran Small Entrepreneurship Program	<b>10</b>
<b>TOTAL SCORE</b>	<b>100</b>

#### **3.1 Cost Evaluation**

For cost evaluation purposes, the labor category hourly billable rates provided in Attachment II, Required Rate Schedule, will be averaged. The Proposer with the lowest rate schedule average (LRSA) will receive 30 points. All other proposals will be rated by multiplying the maximum possible points (30) by a fraction that consists of the lowest rate schedule average (LRSA) as numerator and the rate schedule average of the Proposer being evaluated (PRSA) as the denominator.

$$CCS = (LRSA/PRSA) \times 30$$

Where: CCS = Computed cost score (points) for Proposer being evaluated  
LRSA = Lowest rate schedule average  
PRSA = Rate schedule average of Proposer being evaluated

**ATTACHMENT I: 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. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

- A. Official Contact Name: \_\_\_\_\_
- B. E-mail Address: \_\_\_\_\_
- C. Phone Number with area code: (    ) \_\_\_\_\_
- D. US Mail Address: \_\_\_\_\_

Proposer shall certify that the above information is true and shall grant 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 shall certify that:

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

**Signature of Proposer or  
Authorized  
Representative**

\_\_\_\_\_

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

Date: \_\_\_\_\_

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

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

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

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

**ATTACHMENT II: REQUIRED RATE SCHEDULE**

<b>HOURLY BILLABLE RATES (\$/HOUR)</b>	<b>PERSONNEL CLASSIFICATION</b>
\$_____/hr.	General Real Estate Appraiser*
\$_____/hr.	Oyster Lease Appraiser*
\$_____/hr.	Assistant Real Estate Appraiser
\$_____/hr.	Assistant Oyster Lease Appraiser
\$_____/hr.	Expert Witness/Testimony
\$_____/hr.	Administrative/Clerical

\*The Contractor may use these two personnel classifications interchangeably.

**NOTE: PROPOSALS THAT DO NOT CONTAIN A RATE FOR EACH PERSONNEL CLASSIFICATION ABOVE SHALL BE DISQUALIFIED. PROPOSERS SHALL NOT ADD ANY ADDITIONAL PERSONNEL CLASSIFICATIONS.**

**Personnel Classification Description:**

**General Real Estate Appraiser** – Duties include, but are not limited to providing appraisals of land, rights-of-way, etc., using applicable sales comparison approach, or the cost and income approach as the situation requires. The appraiser must be licensed and certified for general real estate appraisals and have a minimum of five (5) years experience.

**Oyster Lease Appraiser** – Duties include, but are not limited to, responsible for the overall direction, coordination, implementation, execution, control and completion of specific projects within the authorized scope, schedule and budget. The oyster lease appraiser must be able to determine the fair market value of an affected lease in accordance with LAC 43:Part VII, Subpart 1, Chapter 3. The appraiser must be licensed and certified and have a minimum of five (5) years experience.

**Assistant Real Estate Appraiser** - Duties include, but are not limited to, providing appraisals of land, rights-of-way, etc., using applicable sales comparison approach, or the cost and income approach as the situation requires. The appraiser must be licensed and certified for general real estate appraisals and have a minimum of one (1) year experience.

**Assistant Oyster Lease Appraiser** – Duties are similar to those required of an oyster lease appraiser, would work under the direct supervision of an oyster lease appraiser.

**Expert Witness/Testimony**- Any real estate appraiser, oyster appraiser, assistant real estate appraiser or assistant oyster appraiser may be called to testify in a deposition or other court proceeding as to on any CPRA project with respect to appraisal valuations.

**Administrative/Clerical**- Duties include, but are not limited to, provide administrative and clerical support to ensure the efficient execution of the entire effort performed under this contract.

**ATTACHMENT III: SAMPLE CONTRACT**

**STATE OF LOUISIANA  
CONTRACT FOR CONSULTING SERVICES**

**BE IT KNOWN**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, the **Coastal Protection and Restoration Authority**, State of Louisiana (hereinafter sometimes referred to as “CPRA”) <Contractor> domiciled at <address>, <city>, <state>, <zip> (hereinafter referred to as “Contractor”), 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**

Implementation of coastal restoration projects were authorized by the Coastal Wetland Planning, Protection and Restoration Act of 1990 (Public Law 101-646, Title III), by R.S. 49: 213.6, and establishment of the Coastal Protection and Restoration Authority (Implementation) also established by Act 8 enacted by the Louisiana Legislature at the Second Extraordinary Session of 2005 (November), to protect and restore Louisiana’s coastal wetlands to alleviate further land and revenue loss.

**3. OBJECTIVES**

To provide CPRA with Certified Appraisers to perform appraisals of privately owned real property and property interests throughout the coastal parishes of Louisiana.

**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:

The submission of satisfactory Monthly Monitoring 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. TERM OF CONTRACT**

This Contract shall begin on <begin date> and shall terminate on <end date>.

**6. CONTRACT MONITOR**

<Name> of CPRA, or his designee, will act as the Contract Monitor (hereinafter sometimes referred to as "Contract Monitor") for this project, to provide liaison between Contractor and CPRA, and to perform various duties which are specifically provided for in this Contract and Appendix A.

**7. 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 (RFP) and B (Proposal) as products of the services rendered under this contract.

**8. COMPENSATION**

In consideration of the services described above, CPRA hereby agrees to pay the Contractor a maximum fee of <amount>.

**9. NOTICE TO PROCEED**

Work will be tasked under an executed contract signed by duly authorized representatives of both parties that has been approved by the Division of Administration, Office of State Procurement. Contractor shall proceed with work upon receipt of a written Notice to Proceed which outlines the task(s)/services to be performed and a “not to exceed” amount for compensation.

**10. PAYMENT TERMS**

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

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 task and approval of an invoice. Payment will be made only on approval of the Contract Monitor 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:

Submit monthly invoices for actual costs incurred in accordance with the rate schedule in Appendix B (Proposal). Invoices for progress payments, with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Appendices A and B shall be based upon actual costs incurred and shall be submitted monthly with progress reports (Appendix C).

Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work-hours using established billable rates mentioned above for the actual work performed on the Task Order.

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

**11. SUBSTITUTION OF KEY PERSONNEL**

The Contractor's personnel assigned to this Contract shall not be replaced without the prior 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.

**12. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this Contract is contingent upon the appropriation of funds 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 are not appropriated.

**13. 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.

**14. INDEMNIFICATION AND LIMITATION OF LIABILITY**

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

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.

## **15. INSURANCE**

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

**Contractor's Insurance:** The Contractor shall not commence work under this Contract until 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 of 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/provisions, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of no less than \$1,000,000.

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

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

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

**16. CLAIMS FOR LIENS**

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

**17. TAXES**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal Tax Identification Number \_\_\_\_\_.

**18. COST RECORDS**

CPRA, through the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration Auditors shall be entitled to audit the books, documents, papers and records of the Contractor and any subcontractors which are reasonably related to the Contract.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from date of final payment under this Contract, for inspection by CPRA, Legislative Auditor and/or the Office of the Governor, Division of Administration auditors, and copies of thereof shall be furnished if requested.

**19. OWNERSHIP**

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

CPRA encourages the use of data collected under its contracts for the purpose of dissemination of information through presentations of technical/scientific papers in symposiums/seminars/workshops, publication in journals, newspapers articles and news etc. However, to better control the release of information, the use of the collected data/project information for dissemination purposes is subjected to the following stipulations:

- A. Written permission must be sought from the CPRA, Project Support Manager prior to use of collected data/project information, for any of the publication purposes mentioned above.
- B. To obtain such permission a draft paper/presentation must be submitted to the Project Support Manager for review and approval prior to its release.
- C. In all such papers/presentations, CPRA (and others if appropriate) must be acknowledged as the source of funding for the data collection/project.

Failure to follow these guidelines may result in stoppage of work or lack of future Task Orders.

**20. 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 five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

**21. ASSIGNMENT**

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the CPRA. This provision shall not be construed to prohibit the Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to CPRA.

**22. SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the successors and assigns of the respective parties hereto.

**23. NO THIRD PARTY BENEFICIARY**

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement.

**24. CODE OF ETHICS**

The contractor acknowledges 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.

**25. COMPLIANCE WITH STATE AND FEDERAL LAW**

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

Further, the Contractor and its employees, subcontractors and agents shall agree to comply with all applicable Federal, State, and Local laws, policies, and ordinances, in carrying out all provisions of this Contract.

**26. 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.

**27. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM**

This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (F.A.R.) 3.908.

The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the F.A.R.

The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold.

**28. CIVIL RIGHTS COMPLIANCE**

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

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating

to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **29. DISADVANTAGED BUSINESS ENTERPRISES**

The Contractor agrees to ensure that Disadvantaged Business Enterprise (“DBE’s”) have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary steps to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform services relating to this Contract.

The following good faith efforts for utilizing DBE’s are required:

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

The Contractor shall submit to the Project Manager a quarterly procurement summary detailing purchases from DBE vendors. This report shall be made using the Procurement Summary Form attached hereto as Appendix D, and submitted within fifteen (15) days following the end of each calendar quarter for the duration of the Contract.

Furthermore, for the full term of the Contract, the Contractor agrees to abide by all regulatory requirements which are issued pursuant to these laws by any federal agency whose funds have been used to finance this Contract, and which is in effect as of the beginning date of the Contract term. Additionally, the Contractor agrees to abide by all applicable State and Federal laws, policies, and regulations that govern the use of Disadvantaged Business Enterprises.

## **30. Veteran/Hudson Small Entrepreneurship Program Participation**

CPRA fully participates in 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 “LaVets” and “SEs” 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) 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>.

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

### **31. 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.

### **32. CERTIFICATE OF DEBARMENT / SUSPENSION STATUS**

Contractor certifies with its execution of this agreement that it is not suspended, debarred or ineligible from entering into contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

Contractor agrees to secure from any contractor(s) and subcontractor(s) for the captioned project certification that such contractor(s) and subcontractor(s) are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

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

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

### **33. TERMINATION FOR CAUSE**

The CPRA may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the CPRA shall give the Contractor written notice specifying the Contractor's failure. If within thirty



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

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

**34. TERMINATION FOR CONVENIENCE**

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

**35. CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.1-1672.4.

**36. DISPUTES**

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

**37. 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.

**38. ENTIRE AGREEMENT AND 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.

**39. AGREEMENT APPROVAL**

This Contract shall not be effective until it has been approved and signed by duly authorized representatives of both parties and until it has been approved by the Division of Administration, Office of State Procurement.

**40. 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.

**41. GOVERNING LAW**

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

**42. 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.

**THUS DONE AND SIGNED AT** Baton Rouge, Louisiana on the day, month and year first written above.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESSES SIGNATURES:

Coastal Protection and Restoration Authority

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Executive Director

\_\_\_\_\_  
(Print Name)

WITNESSES SIGNATURES:

Contractor:

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

**APPENDIX C**  
**Coastal Protection and Restoration Authority**  
**Monitoring Report**

Date \_\_\_\_\_ Contractor: \_\_\_\_\_ Contract No. \_\_\_\_\_

Contract Title: “\_\_\_\_\_” Project No: \_\_\_\_\_

Project Name: \_\_\_\_\_ Invoice No. \_\_\_\_\_ Invoice Amount: \_\_\_\_\_

Total Contract Amount: \_\_\_\_\_ Balance: \_\_\_\_\_ Total Invoiced to Date: \_\_\_\_\_

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

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

**B. Hourly** (includes services performed and number of hours worked).

**C. Scope of Services Outlined by Tasks** (include tasks completed or portion of task completed to date).

**D. Actual Costs Incurred**

**E. Fee Schedule**

**II. FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:**

A. Tasks and/or milestones accomplished (give dates):

B. Tasks and/or milestones not accomplished with explanation or assessment of:

1. Nature of problems encountered:
2. Remedial action taken or planned:
3. Whether minimum criteria for measure can still be met:
4. Likely impact upon achievement:

**III. DELIVERABLES:**

**IV. OTHER DISCUSSIONS OF SPECIAL NOTE:**

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Contractor

Approval: \_\_\_\_\_ Date \_\_\_\_\_  
CPRA Project Manager

**APPENDIX D**

**DBE PROCUREMENTS MADE DURING QUARTER**

**PERIOD ENDING** (March, June, September, or December) **Month:** \_\_\_\_\_ **Year:** \_\_\_\_\_

**REPORTS DUE:** Fifteen (15) days following the end of each calendar quarter for the duration of the Agreement.

Procurement Made By		Business Enterprise		\$ Value of Procurement	Date of Procurement MM/DD/YY	Type of Product or Services <sup>1</sup> (Enter Code)	Name/Address/Phone Number of DBE Contractor or Vendor
Recipient	Other	Minority	Women				

<sup>1</sup>Type of product or service codes:

**1=Construction**

**2=Supplies**

**3=Services**

**4=Equipment**

## **ATTACHMENT IV: ELECTRONIC VENDOR PAYMENT SOLUTION**

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

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Purchasing on request.

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

**EFT** payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at:

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

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

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

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

Choose **ONLY** One (1) of the following options:

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

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

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

\_\_\_\_\_  
Date

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