

REQUEST FOR PROPOSAL

COASTWIDE REFERENCE MONITORING SYSTEM



RFP #: 3000009861

PROPOSAL DUE DATE/TIME: APRIL 23, 2018 @ 3:00 PM

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

March 21, 2018

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REQUEST FOR PROPOSAL FOR COASTWIDE REFERENCE MONITORING SYSTEM

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The Coastal Protection and Restoration Authority (CPRA) is seeking a professional science consulting firm to perform a variety of environmental science and monitoring services tasks that will, in accordance with CRMS, enhance the capability, efficiency, and responsiveness of the CPRA to achieve Louisiana's coastal protection and restoration needs. The CRMS program involves data collection at 389 monitoring sites across the Louisiana coastal zone. The services required will include the monitoring of a range of ecological parameters that include: surface water salinity, temperature and water level, soil porewater, herbaceous vegetation, forested vegetation, soil characteristics, surface elevation changes and vertical accretion. The Contractor will also provide support to the CPRA for ecological reporting and analysis, project-specific monitoring, and database management. High-quality deliverables produced under this contract will contribute to the further execution and expansion of the coastal protection and restoration program and its goals. The contracting process to be established by the CPRA will be on a task order basis. The CPRA Contract Manager will coordinate all efforts throughout the contract period including task scopes and negotiations, and will assign tasks to the Contractor as needed.

1.2 Background

In 1990, the U.S. Congress enacted the Coastal Wetlands Planning, Protection and Restoration Act (CWPPRA) to address the growing concern of coastal land loss in Louisiana. CWPPRA is managed by a Task Force comprised of the State of Louisiana and five federal agencies. The CWPPRA program seeks to identify areas of wetland loss and provide the necessary funding for the planning, design, construction, operations and monitoring of selected restoration projects. In 2003, in an effort to enhance the monitoring and effectively evaluate the growing list of coastal restoration projects, the CWPPRA Task Force approved funding for a coast-wide network of monitoring stations, the Coastwide Reference Monitoring System (CRMS). The CRMS program is one of the largest coastal habitat monitoring networks in the United States and is a primary data resource used in the development and monitoring of the short and long-term success of Louisiana's coastal restoration projects. On a larger scale, CRMS serves as a data collection network that is used to monitor and assess environmental changes along Louisiana's coast. CRMS data are also widely used in active modeling efforts including the Mississippi River Hydrodynamic and Delta Management Study (MRHDMS), the 2017 Master Plan for Louisiana, and the System Wide Assessments Monitoring Program (SWAMP).

1.3 Goals and Objectives

The goal of this Request for Proposal is to provide CPRA and its affiliated federal partners with an experienced contractor having professional environmental service expertise and the depth of resources to fulfill requirements in accordance with the Coastwide Reference Monitoring System (CRMS) program. To conduct a coastwide comprehensive data collection effort necessary to

enhance the analysis, evaluation and effectiveness of Louisiana's coastal restoration projects at the project, region and coastwide levels.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about August 01, 2018 and is anticipated to end on December 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. Should – The term “should” denotes a desirable action.

D. Contractor – Any person having a contract with a governmental body; the selected Proposer.

E. 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.

F. State- The State of Louisiana.

G. 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.

H. DOA - Division of Administration

I. OSP – Office of State Procurement

J. Proposer – A firm or individual who responds to this RFP.

K. RFP – Request for Proposal

L. CWPPRA – Coastal Wetlands Planning, Protection and Restoration Program

M. CRMS – Coastwide Reference Monitoring System

N. MRHDMS – Mississippi River Hydrodynamic and Delta Management Study

O. SWAMP – System Wide Assessments Monitoring Program

P. RSET – Rod Surface Elevation Table

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised and Blackout Period begins	March 21, 2018
Non-Mandatory Pre-proposal Conference -	April 04, 2018 @ 10:00am
Deadline for receipt of written inquiries	April 10, 2018 @ 3:00pm
Issue responses to written inquiries	April 16, 2018
Deadline for receipt of proposals	April 23, 2018 @ 3:00pm
Announce award of contractor selection on or about	May 11, 2018
Contract execution on or about	May 29, 2018

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 local time 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 mail delivery time to ensure receipt of their proposal by the time specified.

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

***Allison Richard, RFP Coordinator
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:

Proposer's proposed staff must meet the following qualifications prior to the deadline for receipt of proposals:

1. Program Manager

- Shall be responsible for the day-to-day program management, operations and data collection tasks that are associated with a complex monitoring program.
- Must possess a bachelor's degree and a minimum of seven (7) years professional experience in program/project management involving multifaceted operations.

2. Principal Environmental Scientist

- Shall act as technical lead in scientific data collection, processing, quality assurance and training of field employees. Must be able to communicate effectively with the CPRA and collaborating agencies and demonstrate a proficiency in both evaluating restoration and protection projects and writing scientific reports.
- Minimum qualifications include a master's degree in biological sciences, coastal resource management, ecology, environmental sciences, or a related field and must have a minimum of seven (7) years of experience monitoring coastal systems, including marsh, swamp, ridge, and/or barrier island habitats.
- A Ph.D. in any of the qualifying fields will substitute for two years of the required experience.

3. Technical Consultant

- Must be a plant biologist with 1) a master's degree in botany, plant sciences, or a related field or 2) a bachelor's degree in a related field.
- Must have a minimum of five (5) years of experience identifying vegetation in marsh, swamp and barrier island habitats and along the Gulf Coast, preferably in Louisiana.
- A Ph.D. in any of the qualifying fields will substitute for two years of the required experience.

4. Senior Environmental Scientist

- The Proposer's proposed staff must possess each of the following areas of expertise. Proposed staff member(s) with multiple areas of expertise may satisfy more than one of these requirements:
 - A minimum of five (5) years of experience in hydrologic monitoring. Must be knowledgeable of hydrologic monitoring equipment, methods, troubleshooting and maintenance.

- A minimum of five (5) years of experience in vegetative sampling techniques and identification.
- A minimum of five (5) years of experience in sediment sampling techniques. Must be knowledgeable of wetland soil types and sediment properties.
- A minimum of five (5) years of experience measuring vertical elevation and accretion in coastal environments. Must be knowledgeable of geomorphological processes occurring along Louisiana's coast.
- Staff fulfilling these requirements must possess a bachelor's degree in biological sciences, chemistry, coastal resource management, ecology, engineering, environmental sciences, forestry, geosciences, marine science, oceanography, wetland management, wildlife and/or fisheries, or a related field. A master's degree in any of the qualifying fields will substitute for one year of the required experience and a Ph.D. will substitute for two years of the required experience.
- The **Principal Environmental Scientist** or **Environmental Scientist 3** may alternately fulfill one or more of the above requirements, depending on their areas of expertise.

1.8.2 Desirable Qualifications:

It is desirable that Proposer's proposed staff should meet the following qualifications prior to the deadline for receipt of proposals:

- **Project Manager**
 - A bachelor's degree or higher in biological sciences, chemistry, coastal resource management, ecology, engineering, environmental sciences, forestry, geosciences, marine science, oceanography, wetland management, wildlife and/or fisheries, or a related field with a minimum of five (5) years of project management experience in a related field.
 - A master's degree in any of the qualifying fields will substitute for one year of the required experience and a Ph.D. will substitute for two years of the required experience.
- **Project Controls Manager**
 - At least one year of experience in financial management.
- **Environmental Scientist 3**
 - A bachelor's degree or higher in biological sciences, chemistry, coastal resource management, ecology, engineering, environmental sciences, forestry, geosciences, marine science, oceanography, wetland management, wildlife and/or fisheries, or a related field with a minimum of five (5) years of experience in a related field.
 - A master's degree in any of the qualifying fields will substitute for one year of the required experience and a Ph.D. will substitute for two years of the required experience.

- **Environmental Scientist 2**
 - A bachelor’s degree or higher in biological sciences, chemistry, coastal resource management, ecology, engineering, environmental sciences, forestry, geosciences, marine science, oceanography, wetland management, wildlife and/or fisheries, or a related field with a minimum of three (3) years of experience in a related field.
- **Environmental Scientist 1**
 - A bachelor’s degree or higher in biological sciences, chemistry, coastal resource management, ecology, engineering, environmental sciences, forestry, geosciences, marine science, oceanography, wetland management, wildlife and/or fisheries, or a related field with a minimum of one (1) years of experience in a related field.
- **Geographic Information Systems Analyst**
 - At least one (1) year of Geographic Information Systems experience.
- **Scientific/Technical Editor**
 - At least one (1) year of experience in the preparation of written material (technical reports, etc).
- **Field Technician**
 - At least one (1) year of experience in the navigation of water vessels, including airboats when required, in coastal marsh, swamp and barrier island habitats, often in challenging weather conditions.
- **Administrative/Clerical**
 - At least one (1) year of experience in administrative and clerical support.

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

Proposers shall provide five proposals (one original and 4 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 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, see Sample Contract, Attachment III. 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.

Relevant Company Experience and Knowledge should include:

- Details of relevant experience by contractor or subcontractors
- Evidence of the firm's capability to apply and commit staff and equipment successfully to the program and to complete activities in a timely manner
- Past experience in performing projects similar in scope and function of the types of work proposed in the Scope of Services
- Proposer's expressed knowledge of, familiarity and compliance with state and federal regulations.

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.
- Provide an explanation of any additional tasks to be performed which are deemed necessary by the proposer for successful project completion; explanation of deviation from and/or deletion of any tasks listed in the Scope of Services.
- Understanding of multi-disciplinary service needs, priorities and focus areas of the existing CPRA functions and development/support needs as described in the Scope of Services
- Ability to develop programmatic strategies, goals and objectives
- Demonstrated understanding of success metrics, and how to identify and track programmatic metrics
- Ability to develop collaborative partnerships with a wide-variety of types of organizations.

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 work experience, past and present projects with dates and responsibilities and any applicable certifications of key personnel. 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. Contractor should also demonstrate the ability to expand staff capacity quickly for unaddressed needs.

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 entrepreneurships 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 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 rate (numerical value) for each of the staff and equipment 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 or equipment classifications beyond those listed in the “Required Rate Schedule”. All outside expenses (third party charges, equipment and material rentals, etc.) will be reimbursed at cost. If a task requires third party expenses, the Contract Monitor may approve reimbursement at cost for such equipment or materials. Such approval must be granted by the Contract Monitor 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 Proposer shall provide the total cost, including but not limited to travel and project expenses, for providing all services described in the RFP. For information purposes only, the Proposer should provide for the project’s proposed staff: the total estimated number of hours by job classification, the billing rate by classification, hourly rate or unit cost and an estimated percentage of the effort that will be completed by a subcontractor (if applicable). It is anticipated that other unforeseen services (generally defined in Part II: Scope of Services) will be required in addition to and in support of the required activities defined in Section IV of the scope of services. These additional services will also be administered through Task Orders that follow the rates provided by the Contractor using the Required Rate Schedule. Slotting of proposed labor rates to individual personnel is negotiable and requires justification based on the individuals’ qualification (experience) and the personnel classification prior to issuance of a Task Order.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure

Memorandum No. 49 (PPM No. 49). PPM 49 can be found at the website: <http://www.doa.la.gov/Pages/osp/Travel/TravelPolicy.aspx>

- 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.*
- K. **Subcontractors:** Persons who are not full-time employees of the Proposer shall be considered as subcontractors. All subcontractors necessary to conduct the work should be identified as specified in 1.24 Use of Subcontractors, including the percentage of project to be accomplished. For each subcontractor, the Proposer should include letters of agreement to undertake their portion of the proposed work.
- L. **Insurance:** The Proposal **should** include a certificate of insurance as proof that Proposer has in effect limits of insurance required by Section 1.32 Insurance Requirements for Contractors. If selected as a Contractor, the Proposer **shall** provide certificates of insurance as proof of coverage at the time of contract negotiation.

1.9.2 Volume II – Financial Information

Proposers **shall** include one separate Volume II containing Financial Information as described below.

Demonstration of Financial Capability is required for Acceptance of this Proposal. Financial information is used for determination of responsibility (See Section 1.23), 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 and one (1) copy of Volume II **shall** be submitted to the RFP Coordinator. One (1) 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) 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 original copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

	Volume I	Volume II
Hard copy	1 original, 4 copies	1 copy
Electronic copy	1 copy	Proposers should <u>not</u> submit any electronic copies of Volume II.

1.11 Technical and Cost Proposals

Proposers should respond to this RFP with Volume I, Technical and Cost Proposal.

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

1.12 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.

1.13 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 that is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

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

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.

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

A **non-mandatory** pre-proposal conference will be held on **April 04, 2018 at 10:00 AM** at Coastal Protection & Restoration Authority located at 150 Terrace Avenue, Baton Rouge, LA 70802. The purpose of the conference is for proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint venture intending to submit a proposal should have at least one duly authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Therefore, potential proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, questions will be researched and the official response will be distributed in writing and/or posted on the Internet at <http://coastal.la.gov/resources/rfps-rsiqs-contracts/contracts-and-grants/>

1.14.2 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
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 local time 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.

Help scripts are available on OSP website under vendor center at:<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

1.14.3 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

1.15 Error and Omissions in Proposal

The State will not be liable for any errors in the proposals. The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.16 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.

1.17 Withdrawal of Proposal

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

1.18 Waiver of Administrative Informalities

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

1.19 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the 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.

1.20 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.

1.21 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.

1.22 Taxes

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

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the

Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.23 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.

1.24 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.

1.25 Written or Oral Discussions/Presentations

The state, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the proposer at the oral presentation, if any will be considered binding. Based upon new or revised information received in the presentation, using the same criteria in initial scores, or the original scores, the original scores that were assigned in the initial evaluation may be adjusted.

1.26 Acceptance of Proposal Content

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

1.27 Evaluation and Selection

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

1.28 Best and Final Offers (BAFO)

NOT APPLICABLE FOR THIS SOLICITATION

1.29 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(s) 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(s).

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.

1.30 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.

1.31 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.

1.32 Insurance Requirements for Contractors

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

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.

1.33 Indemnification and Limitation of Liability

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify 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.

1.34 Payment

Payment terms shall be negotiated with the successful Proposer(s).

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 monthly invoices for actual costs incurred in accordance with the rate schedule in Appendix B (Proposal). Invoices along 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.

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

1.34.1 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.

1.35 Termination

1.35.1 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.

1.35.2 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.

1.35.3 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.

1.36 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.

1.37 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 unless a longer period of time is required in accordance with other applicable state or federal law.

1.38 Civil Rights Compliance

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

1.39 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.

1.40 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, the 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.

1.41 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.

1.42 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.

1.43 Governing Law

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

1.44 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

1.45 Code of Ethics

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

1.46 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

I. Introduction and Background

The Coastal Protection and Restoration Authority (CPRA) is seeking a professional science consulting firm to perform a variety of environmental science and monitoring service tasks that will, in accordance with the Coastwide Reference Monitoring System (CRMS), enhance the capability, efficiency, and responsiveness of the CPRA to fulfill Louisiana's coastal protection and restoration needs. The CRMS program involves data collection at 389 monitoring sites across the Louisiana coastal zone. Monitoring services required at these sites will include a collection of a range of ecological parameters including: surface water salinity, temperature and water level, soil porewater, herbaceous vegetation, forested vegetation, soil characteristics, surface elevation changes, and vertical accretion. The Contractor will also provide support to the CPRA for the System Wide Assessment and Monitoring Program (SWAMP), ecological reporting and analysis, project-specific monitoring, and database management. High-quality deliverables produced under this contract will contribute to the further execution and expansion of the coastal protection and restoration program and its goals. The contracting process to be established by the CPRA will be on a task order basis. The CPRA Contract Manager will coordinate all efforts throughout the contract period including task scopes and negotiations, and will assign tasks to the Contractor as needed.

II. Performance of Task Order

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

III. Scope of Services

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

A. Environmental Surveys and Data Collection

Tasks associated with this category include various types of environmental and biological surveys, damage assessments, and data collection that include the evaluation of oyster resources, habitats, vegetation, hydrology, surface elevation, accretion, soil properties, and geological, cultural, and archaeological resources. The majority of the services needed under this task will relate to the coastal protection and restoration monitoring program, which includes the Coastwide Reference Monitoring System (CRMS)-*Wetlands* program, as well as monitoring implemented for the System Wide Assessment and Monitoring Program (SWAMP) and other project-specific restoration monitoring efforts. Tasks associated with these programs are defined in more detail in Section IV. Additional duties/tasks may be assigned on an as-needed basis by the CPRA Project Management Division.

B. Statistical Data Analysis and Management

Tasks associated with this category may include obtaining, assembling, and organizing data from a variety of sources; reviewing data and performing quality assurance/quality control (QA/QC); performing statistical analyses; designing and managing databases; developing conclusions and making recommendations based on analyses; performing spatial analyses; operating geographic information systems (GIS); and utilizing remote sensing.

C. Environmental Studies and Reports

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

IV. Coastal Protection and Restoration Monitoring Program

The CRMS-*Wetlands* program provides an array of reference sites for the evaluation of coastal restoration projects. Data collected under CRMS-*Wetlands* will 1) characterize typical conditions within various habitat types for both project and non-project areas, 2) provide a basis of comparison to evaluate differences in response to coastal protection and restoration projects, 3) provide an avenue to evaluate the effectiveness of the coastal protection and restoration program, 4) determine whether whole coastal ecosystems are being protected and restored, not just the areas directly affected by individual projects, and 5) be a valuable source of information for coastwide project planning.

The Contractor will be responsible for reviewing, understanding, and enacting the CRMS-*Wetlands* design document (Steyer et al. 2003), the Standard Operating Procedures (SOP) manual for the CRMS-*Wetlands* program (Folse et al. 2017), the CPRA Quality Management Plan for Louisiana Fiscal Year 2018 (Villarrubia et al. 2017), A Contractor's Guide to the Standards of Practice for CPRA Contractors Performing GPS Surveys and Determining GPS Derived Orthometric Heights within the Louisiana Coastal Zone (CPRA 2016), and other materials posted at https://cims.coastal.louisiana.gov/docs/rfp/2018_CPRA_CRMS_Field_Data_Collection to develop their proposal.

The Contractor is encouraged to make specific suggestions for improvements to the State's recommended data collection procedures, data management, analytical methodologies, and/or equipment that will be more cost-effective or save time and/or effort without compromising data quality or the CRMS-*Wetlands* design (Folse et al. 2017). These recommendations should be accompanied by specific justifications and explanations. If the Contractor makes recommendations that require equipment, which is different from what the State typically uses, the Contractor shall also provide specifications for review.

A. Distribution of Sites

There are 389 CRMS-*Wetlands* sites distributed across the Louisiana coast (Figure 1). The Contractor will be responsible for the maintenance of all 389 sites, as well as data collection of parameters at the number of sites shown in Table 1. Note that of the 389 sites, the US Geological Survey (USGS) is responsible for the monitoring of 10 hydrologic sites, 40 Rod Surface Elevation Table (RSET) sites and 45 vegetation sites, which are therefore not included in this scope of work. The Contractor will be responsible for hydrologic monitoring at 377 sites (two sites share hydrologic recorders), vegetation sampling at 340 sites, RSET/accretion sampling at 300 sites, and soil sampling/analysis at 57 forested sites. At the 377 CRMS sites requiring hydrologic monitoring, the Contractor will be responsible for servicing a total of 413 continuous recorders because there are 36 sites where an additional floating mat recorder is installed.

In addition to CRMS-*Wetlands* monitoring stations, the Contractor will be responsible for data collection at some sites that are used to monitor specific restoration projects (Table 2). Project-specific data collection will include continuous hydrologic monitoring of 19 project-specific sites, discrete hydrologic monitoring of 4 project-specific sites, vegetation sampling of 12 projects, soil sampling of 3 projects, and RSET/accretion sampling of 1 project. In addition, the contractor will be responsible for data collection at approximately 61 discrete water quality stations and a number still to be determined of vegetation biomass/soil condition stations associated with the System Wide Assessment Monitoring Program (SWAMP) (Table 3). The number of SWAMP sites requiring discrete water quality sampling by hydrologic basin are: Barataria (25), Breton Sound (18), and Ponchartrain (18) (Figure 2). SWAMP sites requiring biomass/soil sampling will be located generally west of Bayou Lafourche. The total number of monitoring sites (CRMS, SWAMP, or project-specific) may vary over time due to changes in monitoring programs, landowner access restrictions, or continuous vandalism to a site.

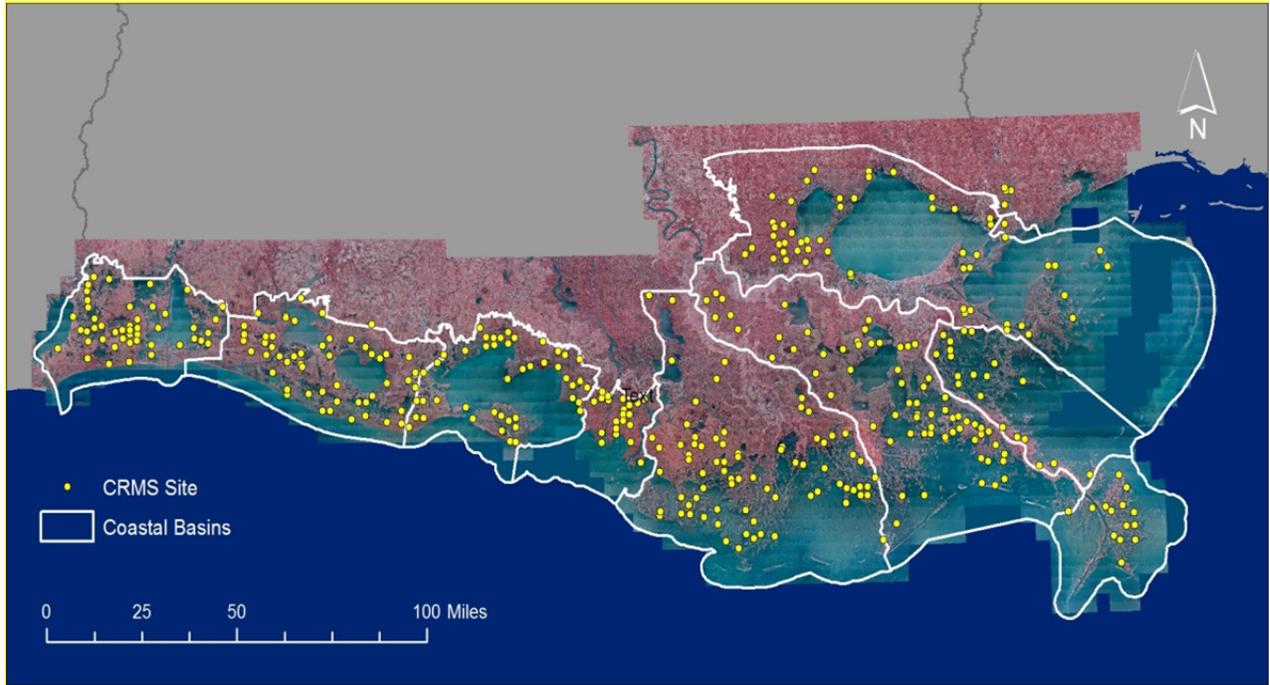


Figure 1. CRMS - *Wetlands* site locations. CRMS monitoring required is listed below in Table 1 and maps of station locations are available at https://cims.coastal.louisiana.gov/docs/rfp/2018_CPRA_CRMS_Field_Data_Collection.

Table 1. – CRMS-*Wetlands* monitoring.

Services Required	Number of CRMS Sites	Sample Frequency
Site Infrastructure Maintenance	389	As needed
Hourly Continuous Hydrologic Recorders	377 (377 surface water, plus 36 marsh mat= 413 total recorders)	6 – 12 times per year
Porewater Sampling	377	6 – 12 times per year
Vegetation Sampling	340 (288 marsh, 52 forested)	All marsh sites annually. Forested overstory every 3 years (2018)
RSET and Accretion	300	Bi-annually (2x/year)
Forested Soil Sampling	57	Every six years (2020)

Table 2. Project-specific monitoring.

Project-Specific Hydrologic Monitoring		
Project	# of Hourly Continuous Recorders (serviced 6 to 12 times per year)	Discrete Hydrologic Stations (sampled 6 to 12 times per year)
BA-0001	8	2
BA-0003c	1	
BS-0008	2	
CS-0027	1	2
CS-0059	1	
ME-0011	1	
ME-0016	1	
PO-0142	2	
TV-0021	2	
TOTAL	19	4
Project-Specific Vegetation Monitoring		
Project	Number of Stations	Year to be Sampled
BA-0003c	36 herbaceous stations	2018
BA-0035	50 herbaceous stations	2019
BA-0038	70 herbaceous stations	2019
BA-0110	24 herbaceous stations	2019
BA-0040	25 herbaceous stations	2018
BA-0042	15 herbaceous stations	2018
BA-0048	Ridge: 10 herbaceous stations, 10 understory/overstory stations, and 10 survivorship transects Marsh: 13 herbaceous stations	2019 (Ridge and Marsh) 2020 (Ridge only)
BA-0068	Ridge: 10 herbaceous stations, 10 understory/overstory stations, and 10 survivorship transects Marsh: 12 herbaceous stations	2019 (Ridge and Marsh) 2020 (Ridge only)
BA-0164	Marsh: 10 herbaceous stations; Terraces: 10 herbaceous stations	2018
BS-0016	25 herbaceous stations	2018
MR-0003	19 herbaceous stations	2018
PO-0142	3 CRMS-like swamp sites (27 herbaceous, 27 understory, 9 overstory stations)	2018
Project-Specific Soil Sampling and Analysis		
Project	Number of Stations	Year to be Sampled

BA-0048	11 sediment cores	6 in 2018 (Ridge), 5 in 2019 (Marsh)
BA-0068	8 sediment cores	2018
PO-0142	9 sediment cores (3 sites with 3 cores/site)	2018
Project-Specific RSET and Accretion Sampling		
Project	Number of Stations	Frequency
BA-0039	3	Bi-annually

B. CRMS-Wetlands Site Configuration

Site configuration will vary depending on the site-specific conditions, but should follow the general design described in Figure 3. A more detailed description of site configuration, infrastructure, and equipment can be found in Folse et al. 2017. To ensure data quality and compatibility, it is imperative that CRMS-Wetlands sites are consistent in the way they are established and managed. Each 1-km² area will be referred to as a CRMS “site”. Within each CRMS site, the location of each data collection activity will be referred to as the CRMS “station”; therefore, each CRMS site will have multiple stations.

C. CRMS-Wetlands Variables

The variables measured at each site are necessary to address the objectives of CRMS-Wetlands and to determine the effectiveness of the coastal restoration program. The frequency of sampling is that which is minimally required to evaluate long-term trends, while maintaining information on seasonal trends. Sampling methodologies for these variables are described in detail in Folse et al. 2017. The following variables will be monitored at each site:

1. Vegetation Composition and Cover

Herbaceous vegetation composition and cover will be sampled annually in the marsh and swamp at 2 m x 2 m stations that are randomly distributed along a transect in the 200 m x 200 m sampling area at each site. Marsh sites contain 10 permanent 2 m x 2 m herbaceous stations, while swamp sites contain 9 stations. For forested swamp sites, 3 larger overstory stations (20 m x 20 m) will be utilized for measuring forest vegetation parameters every three years. Canopy cover is the only forest parameter that will be measured annually at each overstory station. Annual vegetation surveys will be conducted between July 15 and September 30 except in overstory sample years, when sampling will begin on July 1. Detailed procedures for conducting vegetation surveys are described in Folse et al. 2017.

Table 3. – SWAMP monitoring.

Data Collection Parameter	Number of SWAMP Sites	Sample Frequency
Discrete Water Quality	25 sites (Barataria Basin), 18 sites (Pontchartrain Basin), 18 sites (Breton Sound Basin)	Monthly

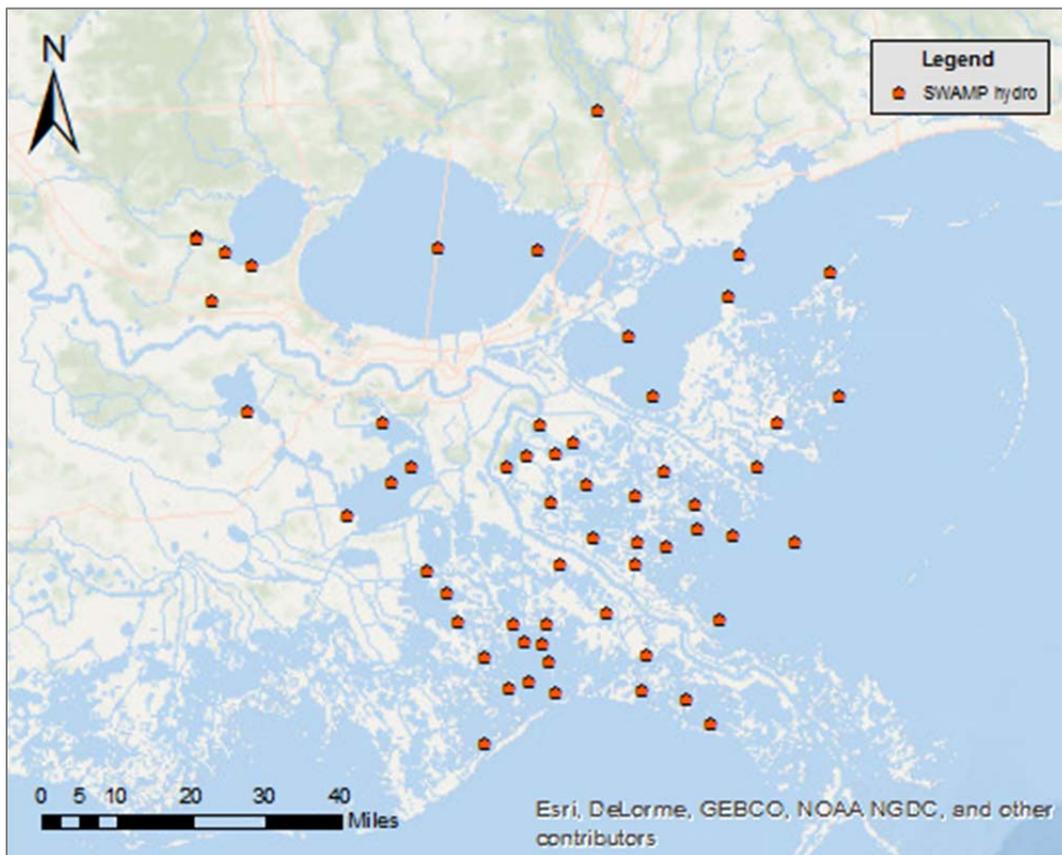


Figure 2. SWAMP water quality stations.

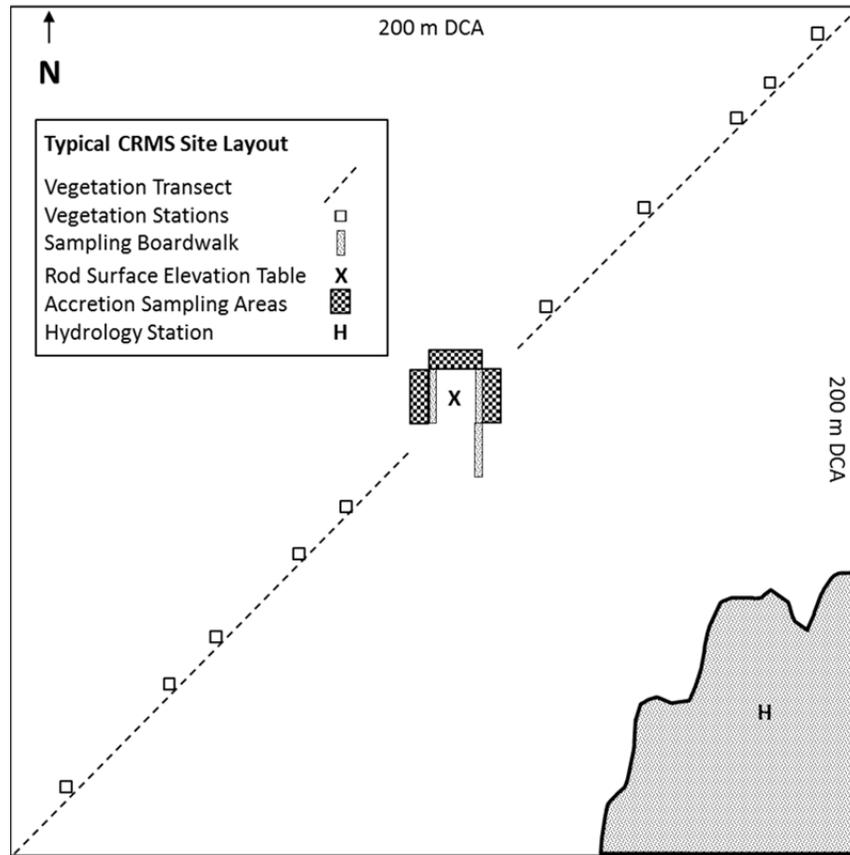


Figure 3. Example of CRMS-Wetlands site configuration. Configuration may vary depending on site characteristics.

2. Hydrology

Hydrologic parameters (salinity, specific conductance, water level, and water temperature) will be measured every hour with an electronic recording gauge (continuous recorder) at each CRMS site. All continuous recorders are installed within an adjacent open water area that is hydrologically connected to the marsh containing the CRMS boardwalk infrastructure (Figure 3). At each site, the water level recorded must be relative to the water level inundating the marsh surface; therefore, continuous recorders are not placed in water bodies with levees or spoil banks that could interfere with hydrologic circulation. At sites with insufficient open water, or in swamps with extended dry periods, the continuous recorders are installed in wells to permit the measurement of hydrologic parameters when the water level falls below the marsh surface elevation. At floating marsh sites, an additional continuous recorder (marsh-mat recorder) is used to monitor marsh mat hydrology as described by Folse et al. 2017.

The continuous recorder will be serviced between 6 and 12 times per year following the procedures described by Folse et al. 2017. Each continuous

recorder is surveyed into the Louisiana Coastal Zone Primary or Secondary Monument Network in NAVD 88 Geoid 12A. The elevation of the continuous recorder and an adjacent staff gage will be calibrated to the RSET rod once in the contract term during the spring RSET data collection using an auto-level (Folse et al. 2017).

Soil porewater will be sampled at 10 cm and 30 cm depth each time the continuous recorder is serviced and will also be sampled at each herbaceous vegetation station during the annual vegetation survey (Folse et al. 2017). Porewater parameters measured include salinity, specific conductivity and temperature.

Discrete hydrology parameters will be sampled once each month using a hand-held multimeter (YSI-30 or equivalent) at the approximately 4 project-specific stations listed in Table 2. Discrete stations are pre-determined geographic locations with no existing infrastructure where hydrologic data collection is required per the projects approved monitoring plan. Discrete hydrology parameters include salinity, specific conductivity, and temperature.

It will be the responsibility of the Contractor to purchase and maintain continuous recorders and hand-held multimeters for hydrologic sampling. The Contractor must supply the equipment necessary to download data from the recording instrument in the field (e.g., YSI-650MDS, laptop, or similar).

3. Surface Elevation

At each CRMS-*Wetlands* non-floating site, Rod-Surface Elevation Table (RSET) measurements will be taken up to two times per year during the February–March and September–October time periods (Folse et al. 2017). The RSET will also function as an elevation reference point at each site, with the elevation expressed as ft NAVD 88.

4. Accretion

At each CRMS-*Wetlands* site, the rate of accretion of new sediment on top of the marsh surface will be documented by measuring the amount of material accumulated over a layer of feldspar installed at each site. Accretion measurements will be made using a cryogenic corer (Folse et al. 2017) and will be collected at the same frequency (and on the same day) as the RSET measurements. A layer of feldspar will be deployed at a set of 3 stations for each CRMS site every two years.

5. Soil Properties

Baseline soil cores are collected at each CRMS-*Wetlands* site upon site establishment. In addition to the baseline cores, soils are sampled every 10 years for marsh sites and every six years for swamp sites. The next soil sampling event will occur during this contract in 2020 and will consist of 57 forested sites. In the event that any new sites are established, it will be

necessary to collect baseline soil cores. At CRMS sites, three sediment cores will be collected with a 4” diameter PVC core extracting device at locations adjacent to each CRMS-*Wetlands* site (Folse et al. 2017). The Contractor is responsible for collecting and processing the cores, which are sent to an analytical lab for analysis. Variables to be analyzed include percent organic matter, bulk density, water content, and in some cases soil nutrients (e.g., total nitrogen [TN], and/or total phosphorus [TP]) are included.

6. Water Quality

Discrete water quality samples are collected monthly at each SWAMP site (Figure 2). Water quality parameters to be sampled include salinity, turbidity, dissolved oxygen (DO), total suspended solids (TSS), total volatile solids, chlorophyll *a*, and nutrients [total nitrogen (TN), total Kjeldahl nitrogen (TKN), nitrate+nitrite (NO₃+NO₂), ammonium (NH₄), total phosphorus (TP), orthophosphate (PO₄), and silica (SiO₂)]. Salinity, turbidity, and DO measurements will be taken in the field at depth increments of 1 foot if the depth is less than 20 feet or at increments of 2 feet if the depth is greater than 20 feet. For all other parameters, discrete water samples will be collected at a target depth (mid water depth) and delivered for laboratory analysis.

7. Wetland Biomass

Above and below-ground biomass samples are collected at a subset of CRMS-*Wetlands* sites for the SWAMP program. At each site, triplicate above-ground biomass, below-ground biomass, soil bulk density, and soil nutrient samples are collected. Above-ground biomass is obtained through 0.25 m² clip plots. All live and dead vegetation are removed from the plot and delivered to the lab for processing. Below-ground biomass is collected with 10.16 cm × 30 cm soil cores which are collected from the clip plots, extruded, divided into 8 cm sections, and delivered to the lab where live and dead root and rhizome material are separated and weighed. Soil bulk density is determined from 5 cm × 30 cm soil cores collected from the clip plots. Soil nutrients are also determined by collection of 10.16 cm × 30 cm cores collected from the clip plots and delivered to the lab for analysis.

D. General Timeline

The following is an example of annual data collection/servicing requirements:

Months	Activity
January	<ul style="list-style-type: none"> • Service hydrographic recorder and water quality discretets
February-March	<ul style="list-style-type: none"> • Service hydrographic recorder and water quality discretets • Service RSET • Measure accretion and establish new feldspar, if required • Auto-level RSET to hydrographic recorder (once during the

	contract life)
April-June	<ul style="list-style-type: none"> • Service hydrographic recorder and water quality discretetes • Collect soil samples, if needed
July-September	<ul style="list-style-type: none"> • Service hydrographic recorder and water quality discretetes • Collect emergent vegetation data • Collect wetland biomass data, if required
September-October	<ul style="list-style-type: none"> • Service hydrographic recorder and water quality discretetes • Service RSET • Measure accretion and establish new feldspar, if required
November-December	<ul style="list-style-type: none"> • Service hydrographic recorder and water quality discretetes

E. Site Access

CRMS-*Wetlands* will involve on-the-ground data collection and will require that permission be granted from each landowner for each site visit. The CPRA Land Section has secured landrights agreements for all 389 CRMS sites to be serviced under this contract and contact information will be provided to the Contractor. A plan must be in place to ensure that landowners are notified prior to all access and that landowner restrictions are honored at all times. It is recommended that the Contractor maintain at least one full-time position to handle landrights responsibilities. Landowner restrictions include type of boat usage, times when access is allowed, access routes, waterfowl/alligator season restrictions, etc. It should be noted that many landowners do not allow airboat usage at any time during waterfowl season. This means that several sites might not be accessible for up to 3 months out of the year because no other boat option is available. A list of sites that contains a brief summary of landowner restrictions and current boat type necessary for access to each site is available at:

https://cims.coastal.louisiana.gov/docs/rfp/2018_CPRA_CRMS_Field_Data_Collection

It is important to understand that the required boat type will change throughout the year for some sites due to landowner restrictions or because of environmental conditions (water levels, submerged aquatic vegetation, etc). It is also important to note that landowner restrictions can change at any time. It will be the responsibility of the Contractor to read, follow, and understand all landowner requirements as contained in the landrights and site access agreements. All agreements are located and available for review at the following FTP address: https://cims.coastal.louisiana.gov/docs/rfp/2018_CPRA_CRMS_Field_Data_Collection

F. Field Data Collection Methodology

All methodologies for data collection are described in Folse et al. 2017 located at https://cims.coastal.louisiana.gov/docs/rfp/2018_CPRA_CRMS_Field_Data_Collection. This document includes station servicing requirements, data management/processing, and quality control procedures that must be followed.

The Contractor is encouraged to provide recommendations to modify current procedures if these modifications will result in improved data quality, increased efficiency, and/or reduced costs to the CPRA.

G. Data Management and Analysis

All data collected by the Contractor must meet minimum data quality standards as outlined in the CPRA Quality Management Plan for Louisiana Fiscal Year 2018 (Villarrubia et al. 2017). The Contractor must follow and be able to document their adherence to the quality assurance/quality control (QA/QC) procedures as outlined in Folse et al. 2017.

The CPRA houses and manages its data in a relational database system called the Coastal Information Management System (CIMS). The final destination of all data collected through this contract will be in the CIMS database. Data can be transferred to CIMS from any computer connected to the internet via a remote load interface. It will be the responsibility of the Contractor to ensure that data collected through this contract meet the minimum quality standards described in Folse et al. 2017 prior to final submission to the CPRA and that the data are provided in a format that will be readily received by CIMS. These data formats are provided in Folse et al. 2017.

All data must be provided to the CPRA on a monthly basis after quality control procedures are performed on the data. Required data completeness—the ratio of the amount of valid data obtained to the amount expected—is 85%, as defined in the CPRA Quality Management Plan for Louisiana Fiscal Year 2018 (Villarrubia et al. 2017). Monetary penalties for missing data will be assessed on a per station basis. Consideration will be given for landrights restrictions and factors outside the control of the Contractor. The Contractor should understand that data analysis and management, which includes QA/QC, data loading/transfer to CIMS, and general documentation of field conditions can account for up to 40-50% of the CRMS-*Wetlands* implementation workload.

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

H. Reporting

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

I. Task Order Requirements

1. Estimated Cost- The Contractor will provide an estimated cost using the established rates in the Required Rate Schedule for each task based on a scope of services provided by the CPRA Contract Manager. The estimate should include a breakdown of time, personnel, and/or equipment necessary to complete the task.
2. Estimated Time Schedules- For each assigned task the Contractor shall submit an estimated time schedule, including project initiation and completion estimates, to the CPRA Contract Manager for review and coordination with other project implementation elements.
3. Task Associated Deliverables- The Contractor shall provide to the CPRA Contract Manager the specific deliverables related to each task.
4. Plans for training personnel – The Contractor shall provide plans and any additional costs for training personnel.

The deliverables listed in this section are the minimum desired from the Contractor. Every Contractor should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

J. References

All references below and project-specific station location maps are located at [https://cims.coastal.louisiana.gov/docs/rfp/2018 CPRA CRMS Field Data Collection](https://cims.coastal.louisiana.gov/docs/rfp/2018_CPRA_CRMS_Field_Data_Collection).

Folse, T. M., J. L. West, M. K. Hymel, J. P. Troutman, L. Sharp, D. Weifenbach, T. McGinnis, L. B. Rodrigue, W. M. Boshart, D. C. Richardi, C. M. Miller, and W. B. Wood. 2017. A Standard Operating Procedures Manual for the Coast-wide Reference Monitoring System-*Wetlands*: Methods for Site Establishment, Data Collection, and Quality Assurance/Quality Control. Louisiana Coastal Protection and Restoration Authority, Office of Coastal Protection and Restoration. Baton Rouge, La.

Villarrubia, C, J. Johnson, J., N. Dedon, and L. A. Sharp. 2017. Coastal Protection and Restoration Authority Quality Management Plan, Fiscal Year 2018, Coastal Protection and Restoration Authority. Baton Rouge, LA. 57 pp.

Coastal Protection and Restoration Authority of Louisiana (CPRA). 2016. A Contractor's Guide to the Standards of Practice for CPRA Contractors Performing GPS Surveys and Determining GPS Derived Orthometric Heights within the Louisiana Coastal Zone. 42 pp.

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

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:

CRITERIA	MAXIMUM SCORE
1. Relevant Company Background and Experience	20
2. Staff Qualifications of Individuals Assigned to a Project.	20
3. Approach and methodology/Scope of Services	25
4. Hudson/Veteran Small Entrepreneurship Program	10
5. Cost	25
TOTAL MAXIMUM SCORE	100

3.1 Cost Evaluation

For cost evaluation purposes, the labor category hourly rates provided in Attachment II, Required Rate Schedule, will be averaged. The Proposer with the lowest rate schedule average (LRSA) will receive 25 points. All other proposals will be rated by multiplying the maximum possible points (25) 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.

$$CCS = (LRSA/PRSA) \times 25$$

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

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

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

4.2 Performance Measurement/Evaluation/Monitoring Plan

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.

4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

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.

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> .)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

Signature of Proposer or
Authorized Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

ATTACHMENT II: REQUIRED RATE SCHEDULE

HOURLY RATES (\$/HOUR)	PERSONNEL CLASSIFICATION*
\$ _____/hr.	Program Manager
\$ _____/hr.	Project Manager
\$ _____/hr.	Project Controls Manager
\$ _____/hr.	Principal Environmental Scientist
\$ _____/hr.	Technical Consultant
\$ _____/hr.	Senior Environmental Scientist
\$ _____/hr.	Environmental Scientist 3
\$ _____/hr.	Environmental Scientist 2
\$ _____/hr.	Environmental Scientist 1
\$ _____/hr.	Geographic Information Systems Analyst
\$ _____/hr.	Scientific/Technical Editor
\$ _____/hr.	Field Technician
\$ _____/hr.	Administrative/Clerical

DAILY RATES (\$/DAY)	EQUIPMENT
\$ _____/day	Swamp Camera
\$ _____/day	Accretion Tank
\$ _____/day	Auto Level
\$ _____/day	Rod Driver
\$ _____/day	Airboat
\$ _____/day	Workboat
\$ _____/day	Flatboat/Mudboat/Go-Devil
\$ _____/day	ATV
\$ _____/day	Vehicle
\$ _____/day	Field Data Collection Equipment
\$ _____/day	Continuous Recorders

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

***Personnel Classification Description:**

Program Manager – Duties include, but are not limited to, responsible for overall quality management of the entire effort performed under this contract; resolve potential concerns communicated by the CPRA.

Project Manager – 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.

Project Controls Manager - Duties include, but are not limited to, providing financial and scheduling control for CRMS.

Principal Environmental Scientist– Duties include, but are not limited to, act as technical lead in scientific data collection, processing, quality assurance and training of field employees.

Technical Consultant - Duties include, but are not limited to, provide technical training for field staff and expert plant identification, soils analysis and characterization of soils, and biostatistics.

Senior Environmental Scientist - Duties include, but are not limited to, supervise personnel and procure and maintain equipment, oversee health and safety compliance and update budgets and schedules at regional offices.

Environmental Scientist 3 - Duties include, but are not limited to, operate boats, collect scientific data in the field, perform QAQC and process field data in the office, act as landrights coordinator.

Environmental Scientist 2 - Duties include, but are not limited to, operate boats, collect scientific data in the field, perform QAQC and process field data in the office.

Environmental Scientist 1 - Duties include, but are not limited to, operate boats, collect scientific data in the field, perform QAQC and process field data in the office.

Geographic Information Systems Analyst - Duties include, but are not limited to, support the maintenance and development of the CRMS database. Produces maps and other cartographic products to support the CRMS program.

Scientific/Technical Editor- Duties include, but are not limited to, support the production of high quality report deliverables.

Field Technician- Duties include, but are not limited to, operate and maintain boats, collect scientific data in the field, and process field data in the office.

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 _____, 2018, 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

The goal of this procurement is to provide CPRA and its affiliated federal partners with an experienced contractor having professional environmental service expertise and the depth of resources to fulfill requirements in accordance with the Coastwide Reference Monitoring System (CRMS) program.

3. OBJECTIVES

To conduct a coastwide comprehensive data collection effort necessary to enhance the analysis, evaluation and effectiveness of Louisiana’s coastal restoration projects at the project, region and coastwide levels.

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.

Monetary penalties for missing data above the 85% completeness threshold (CPRA Quality Management Plan 2016) will be assessed on a per station basis. In addition, penalties may also be assessed for data submitted from stations with long deployment periods (i.e., beyond 60 days), unless otherwise agreed to by CPRA. This is due to the fact that long deployments may compromise data quality. Monetary penalties will be based on the calculated daily costs per station of data including field collection, data processing, equipment (including sondes) and labor. To abate penalties, CPRA must be notified and agree in advance to situations where these completeness and deployment time requirements might not be able to be met.

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>.

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 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 monthly invoices for actual costs incurred in accordance with the rate schedule in Appendix B (Proposal). Invoices along 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.

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

13. 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.

14. 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.

15. 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.

16. 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 XXXX and the Louisiana Department of Revenue Account Number XXXX.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

17. 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.

18. 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.

19. RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract unless required for a longer period in accordance with other applicable state or federal law. Records shall be made available during normal working hours for this purpose.

20. 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.

21. SUCCESSORS AND ASSIGNS

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

22. 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.

23. CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

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 _____, 2018.

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:

Contractor

Signature: _____ Date _____

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 [^] (Enter Code)	Name/Address/Phone Number of DBE Contractor or Vendor
Recipient	Other	Minority	Women				

¹Type 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:

Payment Type	Will Accept	Already enrolled
EVP	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual