

REQUEST FOR PROPOSAL

MID-BRETON SEDIMENT DIVERSION (BS-0030) THIRD-PARTY ENVIRONMENTAL IMPACT STATEMENT CONTRACTOR



RFP #: 3000011899

PROPOSAL DUE DATE/TIME: FEBRUARY 19, 2019 @ 3:00 PM

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

JANUARY 16, 2019

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**REQUEST FOR PROPOSAL
FOR
MID-BRETON SEDIMENT DIVERSION (BS-0030)
THIRD-PARTY ENVIRONMENTAL IMPACT STATEMENT CONTRACTOR**

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified proposers who are interested in providing third-party environmental consulting services for the Mid-Breton Sediment Diversion as part of the Environmental Impact Statement (EIS) process. CPRA will award a single contract and authorize scopes of work on a task order basis under the contract.

1.2 Background

The Louisiana Coastal Protection and Restoration Authority Board of Louisiana, through the Coastal Protection and Restoration Authority (“CPRA”), will be submitting a Joint Permit Application for Department of the Army (“DA”) in Q4 2018 under the provisions of Section 404 of the Clean Water Act (33 U.S.C. 1344) (hereinafter “Section 404”), and Section 10 of the Rivers and Harbors Appropriation Act of 1899, as amended (33 U.S.C. 403) (“Section 10”) and will also submit a permission request under Section 14 (33 U.S.C. 408) (Section 408) of the Rivers and Harbors Act of 1899 to the U.S. Army Corps of Engineers (“USACE”), at the New Orleans District (“CEMVN”) for CPRA’s proposed Mid-Breton Sediment Diversion Project (“MBrSD Project” or “Project”).

CPRA anticipates CEMVN will file a Notice of Intent to prepare an EIS which will be published in the Federal Register in accordance with 40 C.F.R. § 1507.3(e) and 33 C.F.R. § 230.

In 1999, USACE Headquarters issued guidance establishing third party contractors as the primary method for EIS preparation in support of DA permits and permissions [HQUSACE Memorandum date 17 Dec 1999 from the Director of Civil Works to Major Subordinate Commanders and District Commanders, Subject: Guidance on Preparation Corps regulatory program; Regulatory Guidance Letter No. 05-08 Environmental Impact Statements – Third Party contracting.] 40CFR 1506.5(c) provides for use of third-party contracts in the preparation of an EIS by a USACE qualified contractor paid for by the applicant (CPRA), but who is supervised directly by the USACE District Engineer or his/her designated representative (40 C.F.R. 1506.5(c)).

Services in the RFP will be scoped on a task order basis. Anticipated services in the RFP may include preparation of a Public Involvement Plan, Executive Summary, Alternatives and Screening Criteria, Historic and Existing Conditions, Environmental Consequences (including cumulative effects), preparation of the Draft and Final EIS, and Draft Records of Decision (RODs) as well as preparation for the public scoping meeting(s) and the public hearing(s) on the Draft EIS. Preparation of the EIS will include the analysis, evaluation and documentation of the proposed alternatives and their impacts in accordance with the provisions of NEPA and associated regulations, laws, and Executive Orders. Other potential tasks under this contract may include, but are not limited to: reviewing existing project-specific documentation on topics such as Cultural Resources, Wetland Determination, and Future Without Project; preparation of a project-specific Biological Assessment, Wetland Value Assessment (WVA), and Environmental Site Assessment (ESA) for Hazardous, Toxic, and Radioactive Waste (HTRW). The EIS will also require familiarity with the Essential Fish Habitat provisions of the Magnuson-Stevens Fishery Conservation and Management Act. CPRA may elect to draft sections of the EIS to be provided

to the TPC through the USACE. In the instance that CPRA elects to provide technical reports to the TPC through the USACE, the TPC shall be responsible for reviewing and, under the supervision of USACE, independently evaluating the completeness and accuracy of CPRA produced documents.

1.3 Goals and Objectives

An Environmental Impact Statement (EIS) will be prepared to disclose and analyze the significant environmental impacts of the Project as required under the National Environmental Policy Act (NEPA) in accordance with the Council on Environmental Quality's (CEQ) regulations found in 40 CFR Parts 1500- 1508. This EIS will address the Public Interest Review requirements of 33 CFR Parts 320-332 including 33 CFR Part 325, Appendix B, 33 U.S.C. 408 and 40 CFR Part 230 (Section 404(b)(1) Guidelines), so that the EIS, when completed, will provide information required for an informed decision on the DA permit application and Section 408 permission request. Any additional information required for the Section 408 permission request beyond the completed final EIS will not be performed by the selected third-party contractor.

1.4 Instructions by CEMVN

CEMVN will provide instructions and guidance to the Selected Proposer to meet NEPA requirements relative to the preparation of the EIS, data interpretation, and impact assessments. These activities are the sole responsibility of CEMVN and the Selected Proposer. The Selected Proposer may neither take nor request direction from CPRA on any aspect of the EIS preparation.

A formal process for defining the roles of CEMVN, the Proposer, and CPRA will be outlined in a Memorandum of Understanding (MOU) which shall be executed prior to issuance of the first task order under this contract. If the selected Proposer fails to sign the final MOU within (30) business days of delivery, the State may exercise its right to cancel the contract and award a contract to the next-highest-ranked Proposer. CPRA will supply various work products through the USACE in accordance with the MOU for the preparation of the EIS as identified in the Document Matrix in Attachment 1.

1.5 Definitions

- A. 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.
- B. CEMVN — Corps of Engineers, New Orleans District.
- C. CEQ – Council on Environmental Quality
- D. Contractor/Contracting Party – Any person having contact with a governmental body; the selected proposer(s). Synonymous with the selected proposer(s), Prime Contractor, or Third Party Contractor.
- E. DA — Department of the Army.
- F. 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.
- G. EIS — Environmental Impact Statement.
- H. ESA — Endangered Species Act.

- I. HTRW — Hazardous, Toxic, and Radioactive Waste (HTRW).
- J. H&H – Hydraulics and Hydrology
- K. LaDOTD — Louisiana Department of Transportation and Development.
- L. May and Can – The terms “may” and “can” denote an advisory or permissible action.
- M. MBrSD — Mid Breton Sediment Diversion.
- N. MOU - Memorandum of Understanding. The purpose of the MOU is to outline the roles, responsibilities, terms, conditions, procedures, requirements, communication methods and protocols that the Contractor, CPRA, and USACE, agree to follow in the preparation of the EIS to ensure there are no conflicts of interest; to preserve impartial decision-making; and to prevent any impropriety or undue influence or the appearance thereof, in order to maintain integrity of the process.
- O. NEPA — National Environmental Policy Act.
- P. OCI - Organizational Conflicts of Interest. This disclosure statement is for the Proposer to declare “they have no financial or other interest in the outcome of the project”, as required by NEPA regulations.
- Q. OSP – Office of State Procurement.
- R. Prime Contractor – The prime firm or individual with contracting authority who responds to this RFP and shall be responsible, as a result of any contract negotiation, for all deliverables specified in the RFP and proposal. Synonymous with the selected proposer(s), Contractor, Contracting Party, or Third Party Contractor (TPC).
- S. Principal Investigator — For the purposes of cultural resources in this RFP, the individual meeting the stated qualifications.
- T. Proposer – A firm or individual who responds to this RFP.
- U. RFP – Request for Proposal.
- V. RHA — Rivers and Harbors Act of 1899.
- W. ROD — Record of Decision.
- X. Shall, Will, and Must – The terms “shall”, “will”, and “must” denote mandatory requirements.
- Y. Should - The term “should” denotes a desirable action.
- Z. State - The State of Louisiana.
- AA. Sub-Contractor – A firm or individual contracted to the Prime or the Proposer.
- BB. TPC – Third Party Contractor. Any person having contact with a governmental body. Synonymous with selected proposer(s), Prime Contractor, Contractor, or Contracting Party.
- CC. USACE — United States Army Corps of Engineers.
- DD. WVA—Wetland Value Assessment

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	January 16, 2019
Pre-Proposal Conference	January 30, 2019 @ 10:00 AM
Deadline for receipt of written inquiries	February 1, 2019 @ 3:00 PM
Issue responses to written inquiries	February 8, 2019
Deadline for receipt of proposals	February 19, 2019 @ 3:00 PM
Oral Presentations	TBD
Announce award of contractor selection on or about	April 1, 2019
Contract execution on or about	June 1, 2019

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. All times as shown above are 'Local Time'.

1.7 Period of Agreement

The State shall have the right to contract for up to a total of three (3) years with the concurrence of the Contractor and with all appropriate approvals.

1.8 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 shall apply not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process shall include but shall 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 procurements will identify a designated contact person. 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 vendor is also an incumbent vendor, the State and the incumbent vendor shall contact each other with respect to the existing contract only. Under no circumstances shall the State and the incumbent vendor 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:

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

1.9 Proposal Submission

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

*Allison Richard, RFP Coordinator
Coastal Protection and Restoration Authority
150 Terrace Avenue
Baton Rouge, LA 70802
225-342-5453*

It shall be solely the responsibility of each Proposer to ensure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.10 Acceptance of Proposal Content

All proposal submissions will be reviewed to determine compliance with administrative and mandatory requirements. Administrative and Mandatory Requirements are outlined throughout this RFP and are listed below:

- Signed Certification Statement per Section 1.11 A. c.;
- Signed OCI Certification per Section 1.11 A.d.;
- Minimum Personnel Qualifications per Section 1.11 A.g.;
- Required Rate Schedule per Section 1.11 A.l.;
- A statement of self-performance or a list of Sub-Contractors per Section 1.11 A.m.; and,
- Financial Capability per Section 1.11 B.

CEMVN will concur that compliance with the Minimum Personnel Qualifications (Section 1.11 A.g.) has been met. Proposals that are not in compliance with the requirements of this RFP will be rejected from further consideration and the Proposer(s) will be notified by CPRA.

1.11 Proposal Format

A. VOLUME I – TECHNICAL PROPOSAL AND COST RATES

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 include a paginated table of contents to facilitate locating the information included and be organized in the order contained herein.

c. Certification Statement:

An **original** signed Certification Statement is required for acceptance of this Proposal. The Proposer **shall** sign and submit the Certification Statement shown in Attachment 2.

d. Organizational Conflicts of Interest:

An **original** signed OCI documentation is required for acceptance of this Proposal. The Proposer **shall** sign and submit the OCI agreement. The OCI certification is attached to this solicitation. The OCI is **non-negotiable**.

e. Sample Memorandum Of Understanding:

A sample MOU agreement is attached to this solicitation for reference. If the selected Proposer fails to sign the final MOU within (30) business days of delivery, the State may exercise its right to cancel the contract and award a contract to the next-highest-ranked Proposer. Currently, the MOU is under review with USACE and will be provided to State at a later date. The MOU is non-negotiable and shall be executed by the selected contractor prior to issuance of the first task order.

f. Executive Summary:

This section should serve to introduce the scope of the proposal. It should include administrative information including, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 270 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and Proposer's ability to meet CPRA's overall requirements in the timeframes set by the agency. It should include a positive statement of compliance with the contract terms. 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 Attachment 3, Sample Contract, and submit 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.

g. Minimum Personnel Qualifications Form for Acceptance of Proposal:

Compliance with the Minimum Personnel Qualifications is required for acceptance of this Proposal. CEMVN will concur that compliance with the Minimum Personnel Qualifications has been met. **Additional requirements may be added at the CEMVN's request throughout the contract. If the selected Proposer fails to provide the additional personnel required by CEMVN, the State may exercise its right to cancel the contract and award a contract to the next-highest-ranked Proposer.** The Proposer shall complete the form in Attachment 4. The Proposer and Sub-Contractor team shall demonstrate the minimum personnel requirements for a third- party contractor developing an EIS:

- A. At least one individual of the Proposer (Prime) who shall be responsible for the day-to-day project management of Project tasks and the primary point of contact. This individual must have a minimum of five (5) years of experience in the preparation of NEPA documents (i.e., complex Environmental Impact Statements, Environmental Assessments, etc.) for use by the USACE Regulatory Program in their evaluation of permit applications.
- B. At least one individual of the Proposer (Prime or Sub-Contractor) must have a minimum of ten (10) years in preparing EIS in accordance with NEPA; of which at least five (5) years of experience is in the preparation of NEPA documents for use by USACE in the evaluation of civil works projects.
- C. At least one individual of the Proposer (Prime or Sub-Contractor) must be a Wetland Ecologist with a degree in Biological Science specializing in Wetland Ecology with a minimum of five (5) years of experience in evaluating project impacts to wetland systems and marine, aquatic and plant habitats, and mitigation.
- D. At least one individual of the Proposer (Prime or Sub-Contractor) must be a Wetlands Biologist with an botany degree or environmental degree with a minimum of twenty (20) semester hours in Botany and a minimum of five (5) years of experience in wetlands delineation and mitigation or a combination of five (5) years of experience in wetlands delineation and mitigation and education with courses equivalent to a major in botany or basic plant science with a minimum of 24 semester hours in botany, including experience in vegetation and invasive species.
- E. At least one individual of the Proposer (Prime or Sub-Contractor) who meets the qualifications of Professional Archaeologist as stated by, § 102. Minimum Qualifications for Professional Archaeologists, available for review on the Louisiana Division of Archaeology webpage <http://crt.louisiana.gov/cultural-development/archaeology/state-legislation/title-25/index>. This team member should also have completed a course on Section 106 of the National Historic Preservation Act offered by the Advisory Council on Historic Preservation or equivalent training, and meet the appropriate qualifications presented in Professional Qualification Standards (36 CFR 61 Appendix A), as well as the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-44739).
- F. At least one individual of the Proposer (Prime or Sub-Contractor) must be a Hydraulics and Hydrology (H&H) Engineer with a degree in engineering and a minimum of five (5) years of experience in flood modeling/routing, surface and subsurface hydrology, constituent transport, sediment transport, coastal H&H, fluvial deposition, deltaic deposition, water resources projects, and riverine and outfall management. Familiarity with Mississippi River deltaic processes specifically.
- G. At least one individual of the Proposer (Prime or Sub-Contractor) must be a Geologist, Geomorphologist, or a Coastal Engineer with a degree in engineering, geology, geophysics, or science and minimum of five (5) years of experience in riverine/coastal processes, coastal erosion, effects of saltwater intrusion, coastal

restoration, geology of the Lower Mississippi River Valley, coastal and deltaic geology and geomorphology, fluvial deposition, and deltaic deposition. Familiarity with Gulf of Mexico processes specifically.

- H. At least one individual of the Proposer (Prime or Sub-Contractor) must be a Marine Biologist with a degree in biology or biological science and a minimum of five years of experience in marine mammals and their habitat, effects due to habitat changes, and familiarity with Gulf of Mexico marinespecies.
- I. At least one individual of the Proposer (Prime or Sub-Contractor) must be a Biologist with a degree in biology or biological science and a minimum of five (5) years of experience in the assessment of project effects to threatened and endangered species and their critical habitats and in the preparation of Biological Assessments.
- J. At least one individual of the Proposer (Prime or Sub-Contractor) must be an Economist with a degree in economics, math, or science with a minimum of five (5) years of experience in evaluating the value of environmental and natural resources assets due to changes in watershed management, land use, land divestiture, transportation (navigation, rail, highway), and environmental compliance options. The individual should be experienced in conducting economic impact analyses for NEPA documentation and Environmental Impact Statements.
- K. Additional individuals of the Proposer (Prime or Sub-Contractor) must include a Civil Engineer with a degree in engineering, Navigation Specialist, Environmental Justice Specialist, and Public Involvement Specialist.

h. Firm Experience:

The Proposers should give a brief description of their company including a brief history, information on their corporate structure and organization, and the number of years they have been 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 with corporate/governmental entities of comparable size and diversity with references from previous clients, including names and telephone numbers.

Proposers should clearly describe their ability to meet or exceed the qualifications as outlined below:

- Relevant experience preparing NEPA documents for similar projects: Relevant large-scale coastal restoration/civil works projects, specifically including experience with conducting third party EIS and NEPA documentation within the last five (5) years, including the proposed staff for the EIS role for these projects. The information shall include the agency and client contact information.
- Evidence of a thorough working knowledge, understanding and experience of CEQ NEPA regulations and NEPA Implementation Procedures for the USACE Regulatory Program, and all other applicable federal laws, regulations, and Executive Orders.

- Evidence of an understanding of an effective method for assessing cumulative effects.
- Evidence of the technical expertise necessary to accomplish the resource data adequacy review and to present the information in a thorough matter within the EIS.
- Evidence of an ability to clearly describe and distinguish Future Without Project from the Proposed Action and its potential environmental impacts.
- Evidence of creativity in addressing and solving complex problems or situations.
- Evidence of the project team's ability to effectively coordinate input from the USACE and cooperating agencies, the public, and the various other federal, state, tribal, and local agencies that may comment on or be involved with the EIS.

i. Experience of Personnel Assigned to the Project:

The Proposer should clearly describe their detailed information about the experience of the Proposer's assigned personnel considered key to the success of the project. This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications.

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

Proposers should clearly describe their years of experience as outlined below:

- Evidence that the project manager and team members have a good working relationship with CEMVN and cooperating agencies.
- Personnel qualifications and experience with regards to this RFP and Scope of Services.
- Qualifications and experience in managing and completing complex EIS documents on time and within budget.
- Individual resumes should include a minimum of three (3) up to five (5) project references, and each individual resume should be limited to one (1) page.

j. Approach and Methodology:

Proposals should include enough information to satisfy evaluators that the Proposer has the relevant experience, knowledge, qualifications, and individuals to perform the Scope of Services as described herein. Proposals should demonstrate the Proposer's successful completion of NEPA documentation or Environmental Impact Statements for projects of similar complexity to the Mid Breton Sediment Diversion.

Proposers shall respond to all items specified in Attachment 6, Scope of Services. The Proposer should:

- Show a clear understanding of the Scope of Services, tasks and sequences of tasks involved, NEPA process, and adherence to NEPA regulations/guidelines.

- Describe the methods, plans, and tools that will be used to track, control, manage, and report project costs within the contracted budget.
- Describe quality control procedures that will be implemented by the Proposer's deliverables
- Provide a reasonable approach to meeting the required project schedule as outlined in the Scope of Services.
- Provide a critical path identification that demonstrates an understanding of items, tasks, and implementation of these items as required within the Scope of Services.
- Demonstrate the Proposer and Sub-Contractor's understanding of the following:
 - Public Involvement/Scoping
 - Section 404 of the Clean Water Act
 - Section 10 of the Rivers and Harbors Act of 1899
 - Endangered Species Act
 - Section 106 of the National Historic Preservation Act
 - Magnuson-Stevens Fishery and Conservation Management Act (as amended)
 - Coastal Zone Management Act
 - Farmland Protection Policy Act
 - Migratory Bird Treaty Act of 1918
 - Bald and Golden Eagle Protection Act
 - Executive Order 11990 (Protection of Wetlands)
 - Executive Order 11998 (Floodplain Management)
 - Executive Order 11898 (Environmental Justice)
 - Louisiana Coastal Resources Program
 - Louisiana Threatened and Endangered Species and Rare & Unique Habitats
- Provide a proposed project team and their functions.
- Provide an explanation for any additional tasks to be performed which are deemed necessary by the Proposer for successful project completion; explanation of deviation from any tasks listed in the Scope of Services.

k. Veteran and Hudson Initiative Programs Participation:

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

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small

entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>.

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

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

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at:

<http://www.legis.la.gov/Legis/Law.aspx?d=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.la.gov/pages/osp/se/secv.aspx>.

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

<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.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.

I. Rate Schedule:

A completed "Required Rate Schedule" is required for acceptance of the Proposal. The Proposer **shall** provide one hourly rate (numerical value) for each of the staff classifications listed in the "Required Rate Schedule" in Attachment 7. The Prime and Sub-Contractors shall 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 labor rate categories beyond those listed in the "Required Rate Schedule." Rate sheets shall include one numerical rate for each of the labor rate categories.

Additions, deletions, or blanks to the "Required Rate Schedule" are not acceptable. A completed "Required Rate Schedule" is required for acceptance of this Proposal.

The labor rate category shall be inclusive of all costs associated with labor, overhead, administrative costs, software, account management, and any other costs associated with the provision of services (including, but not limited to, standard equipment, computers, field sampling supplies, office supplies, copies, cameras, routine travel such as office meetings, personal protective equipment, and materials).

Expenses, such as third party charges, equipment and material rentals, etc. will be negotiated by the Contract Monitor on each task as appropriate to complete the assigned work. Such equipment will be reimbursed at cost, with sufficient documentation supporting the charges. Such approval must be granted in writing by the Contract Monitor or his designee prior to the Contractor incurring these costs.

Approved travel, such as non-routine or travel to field sites, shall be reimbursed in accordance with the State of Louisiana Policy and Procedure Memoranda (PPM) 49 – General Travel.

Compensation to the Contractor for services rendered in connection with this contract shall be Task Order based. Compensation to the Contractor for services rendered in connection with this contract shall be based on negotiated work-hours using the "Required Rate Schedule" for the actual work performed.

m. Sub-Contractors:

Proposers **shall** include a statement if the Proposer plans to self-perform all work, otherwise the Proposer **shall** identify all Sub-Contractors necessary to conduct the work, **including the anticipated percentage of project to be accomplished**. Persons who are not full time

employees of the Proposer shall be considered as Sub-contractors. For Sub-Contractor(s), the Proposer should include letters of agreement to undertake their portion of the proposed work. A statement of self-performance or a list of Sub-Contractors is **required** for acceptance of this Proposal.

n. Insurance:

The proposal should include a certificate of insurance as proof that Proposer has in effect limits of insurance required by the Sample Contract. If selected as a Contractor, the Proposer shall provide certificates of insurance as proof of coverage at the time of contract negotiation.

B. VOLUME II – FINANCIAL INFORMATION (SEPARATE VOLUME) (ONE COPY)

Demonstration of Financial Capability is required for acceptance of this Proposal. Financial information is used for determination of responsibility (See Section 1.20), 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 the past 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.**

1.11.1 Number of Copies of Proposals

One original and four (4) copies of Volume I **shall** be submitted. One hard copy of Volume II (Financial) **shall** be submitted. Volume 1 **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 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 (CD, flash drive)	Proposers should <u>not</u> submit any electronic copies of Volume II.

1.11.2 Technical, Cost Proposals, and Financial Information

Proposers should respond to this RFP with Volume I, Technical and Cost Proposal as well as Volume II, Financial Information.

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

1.11.3 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.

1.11.4 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 [state agency].

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

1.12 Proposal Clarifications Prior to Submittal

1.12.1 Pre-proposal Conference

A **non-mandatory** pre-proposal conference will be held on **January 30, 2019 @ 10:00 AM** Local Time at Coastal Protection & Restoration Authority located at 150 Terrace Avenue, Baton Rouge, LA 70802.

The purpose of the conference shall be for Proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any Proposer intending to submit a proposal should have at least one (1), but not more than three (3) duly authorized representatives 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.

1.12.2 Proposer Inquiries

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

Allison Richard, RFP Coordinator
Coastal Protection and Restoration Authority
Fax: 225-800-5599
Email: CPRContracts@la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by 3:00 PM 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/iri/portal/anonymous?guest_user=self_reg.

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

1.13 Errors 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.

1.14 Changes, Addenda, Withdrawals

State shall reserve 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, if any.

1.15 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.

1.16 Waiver of Administrative Informalities

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

1.17 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.

1.18 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.

1.19 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.

1.20 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.

1.21 Prime Contractor Responsibility with use of Sub-Contractors

The State shall have a single Proposer or a 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 Sub-Contractor arrangements, however, the Proposer shall acknowledge in their proposals total responsibility for the entire contract. Information required of the Proposer under the terms of this RFP shall also be required for each Sub-Contractor. 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.

1.22 Evaluation

The review team will be designated by the State to determine the Proposal most advantageous to the State.

For those proposals that have met the requirements of Section 1.10 the administrative review team will determine point allocation for the Hudson/Veteran Small Entrepreneurship Program and Cost.

After completion of the administrative review team evaluation, the proposals will be reviewed by the technical review team, taking into consideration Firm Experience, Experience of Personnel Assigned to the Project, and Approach and Methodology.

1.23 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 CPRA's objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. Based upon information received in the presentation, using the same criteria used for initial scores, original scores that were assigned in the initial evaluation may be adjusted.

1.24 Selection and Notice of Intent to Award

The technical review team will compile the scores and present to the Executive Director the responsive and responsible Proposer with the highest score.

The State will notify the successful Proposer in writing and proceed to negotiate terms for a final contract. In accordance with the CEQ's regulations concerning NEPA at 40 CFR 1506.5(c), CPRA considers any Contractor or any Sub-Contractor firms conducting tasks associated with the MBrSD Engineering Design or Design Review in support of Plans and Specifications performed concurrently with the EIS as having a potential conflict of interest.

Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq.), selection memorandum, 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 CPRA Executive Director 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.

1.25 Best and Final Offers (BAFO)

NOT APPLICABLE FOR THIS SOLICITATION

1.26 Contract Award, Negotiation, and Execution

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

The State reserves the right to negotiate the Required Rate Schedule hourly rates (Attachment 7) with any Proposer selected by the evaluation committee for award. The Proposer(s) will receive written notification of the State's intent to negotiate submitted rates.

The State shall reserve the right to contract for all or a partial list of services offered in the proposal. The RFP, including any addenda added, and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment 3. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer. The OCI document is non-negotiable.

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 exercise its right to cancel the contract and award a contract to the next-highest-ranked Proposer.

If the Proposer fails to sign the final MOU within (30) business days of delivery, the State may exercise its right to cancel the contract and award a contract to the next-highest-ranked Proposer.

1.27 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192 any public entity shall be authorized to reject a proposal from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or 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.

1.28 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.

Rates shall be inclusive of all costs associated with labor, overhead, administrative costs, routine software, account management, and all supply costs normally associated with the delivery of services, including but not limited to computers, office supplies, office printing, office copies, and routine safety equipment and materials. Expenses outside of the Rates, such as third party charges, specialized equipment, materials, and equipment rentals, shall be negotiated at the Task Order level.

Contractor will not be paid more than the maximum amount of the Contract. If specialized equipment or materials are required for task completion (e.g., boat rental and unique field sampling equipment), rates for those items will be negotiated and reimbursed at cost.

Travel 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.

Ten percent (10%) of fees approved by the State Contract Monitor to be paid shall be withheld as retainage. Upon completion of all tasks contained within the Scope of Services and/or Task Order to the satisfaction of the State, any amounts previously withheld as retainage will be paid. The Contractor may request in writing a partial retainage release based on completed tasks, prior to the completion of the contract. Such partial retainage release must be granted in writing by the Contract Monitor or his designee.

1.29 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.

1.30 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. 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.

1.31 Records Ownership

Ownership of documents, materials, and deliverables shall be in accordance with Attachment 3 to this RFP (Sample Contract) and an executed MOU.

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by 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 Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

1.32 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.

1.33 Substitution of Personnel

The Contractor's personnel assigned to this Contract shall not be replaced without consent of CPRA. 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, 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. The Contractor will be required to submit a resume of the desired replacement personnel to CPRA for approval prior to the replacement.

1.34 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment 8 for additional information regarding electronic payment methods and registration.

1.35 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.

1.36 Governing Law

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

1.37 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.

1.38 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 would be awarded a contract. If a Proposer suspects they may be in violation of the Louisiana Ethics Code, a copy of an official ruling shall be provided in their Proposal. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

1.39 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 R. S. 12:301-302 from the Secretary of State of Louisiana.

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

1.40 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.

1.41 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 sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

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

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

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the Contract, Business Automobile Liability Insurance in an amount not less than combined single limits

of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

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

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

1.42 Indemnification and Limitation of Liability

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

The 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 the 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, the 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 the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require the 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) the Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) the Authorized User's use of the Product in combination with other products not furnished by the Contractor; iii) the 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 the Contractor believes that it may be enjoined, the 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 the 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 to 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, the 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 to the 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.

1.43 Termination

1.43.1 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.

1.43.2 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.

1.43.3 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.

1.44 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

PART II: EVALUATION

Accepted proposals as defined in Section 1.10 will be evaluated based on information provided in the proposal. Proposals will be evaluated and scored using the criteria and scoring as outlined in this RFP:

<i>CRITERIA</i>	<i>MAXIMUM SCORE</i>
<i>Firm Experience</i> – Experience of the Proposer (Prime and Sub-Contractors) in coastal restoration, civil works, and NEPA/EIS documentation, or other large scale projects. Proposer should submit a sampling of representative projects.	25
<i>Experience of Personnel Assigned to the Project</i> – Proposer should identify, and provide qualifications of personnel assigned to project and their relevant experience.	25
<i>Approach and Methodology</i> —Proposer should address the specific requirements of this RFP and the Scope of Services	18
<i>Louisiana Veteran and/or Hudson Initiative</i> <ul style="list-style-type: none"> • Up to 10 points available for Hudson-certified proposers; • Up to 12 points available for Veteran-certified proposers; • If no Veteran-certified proposers, those two points are not awarded. 	12
<i>Cost</i>	20
<i>TOTAL MAXIMUM SCORE</i>	100

2.1 Firm Experience

The following criteria will be utilized for consideration by the evaluation team for scoring.

2.1.1 Relevant experience preparing NEPA documents for similar projects

Relevant large-scale coastal restoration/civil works projects, specifically including experience with conducting third party EIS and NEPA documentation within the last five (5) years, including the proposed staff for this EIS role for these projects. The information should include the agency and client contact information. Capacity of the firm will be evaluated under this section.

2.1.2 Thorough working knowledge, understanding and experience of NEPA, CEQ and associated regulations implementing NEPA

Evidence of a thorough understanding of and work experience with CEQ NEPA regulations and NEPA Implementation Procedures for the USACE Regulatory Program and all other applicable federal laws, regulations, and Executive Orders

2.1.3 Effective method for assessing cumulative effects

Evidence of an understanding of an effective method for assessing cumulative effects.

2.1.4 Data compilation and data gaps

Evidence of the technical expertise necessary to accomplish the resource data adequacy review and to present the information in a thorough manner within the EIS.

2.1.5 Alternative and impact analyses

Evidence of an ability to clearly describe and distinguish future without project from the Proposed Action and its potential environmental impacts.

2.1.6 Creativity in addressing and solving complex problems or situations

Evidence of creativity in addressing and solving complex problems or situations.

2.1.7 Effectively coordinate input

Evidence of the project team's ability to effectively coordinate input from the USACE and cooperating agencies, the public, and the various other federal, state, tribal, and local agencies that may comment on or be involved with the EIS.

2.2 Experience of Personnel Assigned to the Project

The following criteria will be utilized for consideration by the evaluation team for scoring.

2.2.1 Working relationship(s)

Evidence that the project manager and team members have a good working relationship with CEMVN and cooperating agencies.

2.2.2 Experience and Capacity

Personnel qualifications, experience and capacity with regards to this RFP and Scope of Services.

2.2.3 Management of complex projects

Qualifications and experience in managing and completing complex NEPA and EIS documents on time and within budget.

2.3 Approach and Methodology

The following criteria will be utilized for consideration by the evaluation team for scoring.

2.3.1 Understanding of this Scope of Services, NEPA regulations, and preparation of an EIS

A clear understanding of the Scope of Services, tasks and sequence of tasks involved, NEPA process, and adherence to NEPA regulations/guidelines.

2.3.2 Schedule

The Proposer can develop and complete the EIS within the contracted schedule as required within the Scope of Services. A proposed schedule outlining delivery of the draft and final EIS and the Record of Decision should be included with the proposal. The proposal schedule will be subject to change based on negotiations at the Contract Meeting. This schedule should target a 24-month duration.

2.3.3 Budget

The methods, plans, and tools that will be used to track, control, manage, and report project costs within the contracted budget.

2.3.4 Quality

The quality control procedures that will be implemented by the Proposer's deliverables.

2.3.5 Critical Path Identification

The Proposer's understanding of critical path items, tasks, and implementation of these items as required with the Scope of Services.

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

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposer's evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

2.5 Cost Evaluation

Computed Cost Score (CCS) will be determined using the following formula:

For cost evaluation purposes, all hourly rates will be averaged. The Proposer with the lowest rate schedule average (LRSA) will receive 20 points. All other proposals will be rated by multiplying the maximum possible points (20) 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.

$$CCS = (LRSA/PRSA) \times 20$$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated

LRSA = Lowest rate schedule average

PRSA = Rate schedule average of Proposer being evaluated

ATTACHMENT 1: DOCUMENT MATRIX

Programmatic or Parent Documents	Date Submitted to USACE	Document Title	Prepared By	Date	Summary
		LCA Ecosystem Restoration Study	USACE	2004	LCA study is systematic approach involving larger projects to restore natural geomorphic structures and processes, working in concert with smaller projects, to address coastal land loss and ecosystem degradation.
	2/15/2017	USACE correspondence to CPRA on reasonably foreseeable projects for EIS (March 2014)	USACE	2014	USACE letter to Governor's office requesting CPRA provide the State's position on its entire portfolio of ecosystem restoration projects and rationale for being considered reasonably foreseeable
	2/15/2017	USACE correspondence to CPRA on reasonably foreseeable projects for EIS (August 2014)	USACE	2014	USACE letter to Governor's office on what projects will be included in EIS cumulative impacts section
	2/15/2017	Louisiana Master Plan for a Sustainable Coast	CPRA	2007	LA Master Plan prepared in response to effects of Hurricanes Katrina and Rita
		LCA Ecosystem Restoration Study Vol VI of VI Final Integrated Feasibility Study and Supplemental Environmental Impact Statement for the Medium Diversion at White Ditch Plaquemines Parish LA	USACE/CPRA	2010	This report is an integrated Feasibility Study and Supplemental EIS conducted for the Medium Diversion at White Ditch project.
	2/15/2017	Louisiana Comprehensive Master Plan for a Sustainable Coast	CPRA	2012	Updated LA Comprehensive Master Plan for a Sustainable Coast, reflecting Deepwater Horizon oil spill in 2010
	2/15/2017	Louisiana Comprehensive Master Plan for a Sustainable Coast FINAL	CPRA	2017	FINAL Updated LA Comprehensive Master Plan for A Sustainable Coast
Alternatives					

		LCA Medium Diversion at White Ditch Preconstruction Engineering and Design Location Analysis	USACE	2013	This analysis based on feedback during the Civil Works Review Board Aug 2010 and the MR Commission hearing Nov 2010 which prompted a review of the project location near Phoenix, LA (Location 3) recommended in the 2010 Chief's Report as well as benefits from a diversion at that location.
		Mid-Breton Sound Sediment Diversion Independent Technical Design Review DRAFT	Atkins/COWI	2015	Independent technical review of the final recommendations on the Dec 2013 report "Hydrodynamic and Sediment Transport Modeling Using FLOW-3D for Siting and Optimization of the LCA Medium Diversion at White Ditch" WI 2013 that modified the selection of the diversion site to Location 1 near Bertrandville at RM 68.6.
		Mid-Breton Sound Sediment Diversion, BS-030 Diversion Sub-Boundary Decision Process	CPRA	2017	Memo documents the CPRA decision process for establishing the sub-boundary within Location 1 (Will's Point) for the MBrSD
Historic & Existing Conditions					
	2/15/2017	Mississippi River Hydrodynamic and Delta Management Study HEC-6T Sediment Study The Existing and Future Without Project Conditions	BCG Engineering	2013	Interim draft report for the Hydro portion of the MRHDM study. Computational sedimentation study that simulates sedimentation processes on the Mississippi River between Tarbert Landing, RM 306.3 Above Head of Passes and the jetties of Southwest Pass, RM -18.0, Below Head of Passes. Provides water discharges and sediment concentrations, by particle size, which could be diverted into proposed sediment diversion intake channels. Simulation period is 50 years.

	2/15/2017	MRHDMS, Final Integrated Feasibility Report & EIS; Appendix A	BEM	2015	Historic and Existing Conditions of Barataria, Breton Sound, Pontchartrain and Mississippi River Delta basins. Prepared for the USACE-CPRA cost shared Mississippi River Hydrodynamic and Delta Management Study feasibility study and draft EIS. Produced under MRDM in coordination with USACE, this was meant to provide information for the final integrated feasibility report/EIS, which was not completed. It was not intended as a final or standalone document.
H&H Modeling					
	2/15/2017	LCA MRHDM Study Multidimensional Modeling Local Applications of Delft-3D Model	TWIG	2015	These local models were developed under the Hydro portion of the MRHDM Study in coordination with USACE. Once validated, the models were used to perform detailed analysis of each diversion site (Upper Breton, White Ditch, Myrtle Grove, and Bonnet Carre Spillway) and provide insights on the ability of diversions to capture sediment efficiently, and on the response of the river to such extraction of water and sediment. Models were used to analyze individual diversions as well as interaction between two adjacent diversions.
	4/13/2017	Basin wide Model Development for the Louisiana Coastal Area Mississippi River hydrodynamic and Delta Management Study (TO27)	TWIG	2015	This report summarizes set-up and development of V1 of the Basinwide Delft Model, developed and used for screening runs under the Delta Management Study in coordination with USACE.
	4/13/2017	Task Order 5.5: Models Performance Assessment Metrics for the LCA Mississippi River Hydrodynamic and Delta Management Study	TWIG	2017	This report is for work under the MRHDM Study (completed in coordination with USACE) and describes the metrics used to assess performance of models.

	4/13/2017	TO05/TO41/TO44: Internal Model Dynamic	TWIG	2016	This report describes improvements made to V2 of Basinwide Delft Model. The 2016 version incorporates comments from peer review (updated from the "final" delta management version). (Reference for White Paper on basin-wide Delft Modeling)
	4/13/2017	TO15/16: Improvement of Model Grid and Bathymetry	TWIG	2016	This report describes improvements incorporated into the V1 Basinwide Delft Model. (Reference for White Paper on basin-wide Delft Modeling)
	4/13/2017	TO15/16: Improvement to the Hydrodynamics and Salinity in Barataria	TWIG	2016	This report describes improvements incorporated into the V1 Basinwide Delft Model. (Reference for White Paper on basin-wide Delft Modeling)
	4/13/2017	TO05/TO41/TO44: Vegetation Sensitivity Test Runs	TWIG	2016	This report describes improvements made to V2 of Basinwide Delft Model.(Reference for White Paper on basin-wide Delft modeling)
	4/13/2017	TO05/TO41/TO44: Optimization of the Operation Plans	TWIG	2016	This report describes improvements made to V2 of Basinwide Delft Model.(Reference for White Paper on basin-wide Delft modeling)
	4/13/2017	White Paper: Basin Wide Delft Modeling used to Support Development of Draft Operation Plan	CPRA	2016	This White Paper summarizes basin-wide Delft modeling completed leading up to and in support of development of an operations plan by CPRA's Mid-Barataria Sediment Diversion E&D team.
	4/13/2017	TO 46: Baseflow Tech Memo	TWIG	2017	This report describes analyses completed under direction of CPRA's Mid-Barataria Sediment Diversion E&D team to develop plans for a baseflow in preparation for the EIS (Reference for White Paper on basin-wide Delft Modeling)

	4/13/2017	TO 46: PR11-15 Results Tech Memo	TWIG	2017	This report (and associated appendix) describes results of runs completed under the direction of CPRA's Mid-Barataria Sediment Diversion E&D team in preparation for the EIS with the final Version 2 of the basin-wide Delft model and the initial draft operation plan (Reference for White Paper on basin-wide Delft Modeling) developed by the team.
	4/13/2017	TO 46: Existing Diversions Tech Memo	TWIG	2017	This report describes analyses completed under the direction of CPRA's Mid-Barataria Sediment Diversion E&D team to examine the influence of head differential on modeled target flows for diversions (Reference for White Paper on basin-wide Delft Modeling)
Wetlands & Water Quality					
	2/15/2017	Master Plan Vegetation Model Technical Report	ULL & NWRC	2012	Prepared for the 2012 Comprehensive Master Plan for a Sustainable Coast
	2/15/2017	Nitrogen and Phosphorous Removal Estimates for Existing and Planned Mississippi River Diversions	CH2M HILL	2013	Technical memorandum for the Louisiana Nutrient Management Strategy.
	2/15/2017	2017 Master Plan Attachment C3-5: Vegetation DRAFT	CPRA	2017	Prepared for the 2017 Comprehensive Master Plan for a Sustainable Coast
	2/15/2017	Davis Pond River Diversion Project: Pre and Post Diversion Trends for Salinity Intrusion and Nutrient Removal Final Report	Dynamic Solutions	2015	Study evaluated performance effectiveness of Davis Pond to attain project goals for control of salinity intrusion in Barataria Basin, removal of nutrients and sediment within Davis Pond, and improvement of water quality exported to the Gulf of Mexico. Data collected from 1997-2012 used to evaluate impact of Davis Pond on pre- and post-diversion spatial and temporal patterns of salinity, nutrients, sediment and

					other water quality parameters in Barataria Basin.
	4/13/2017	TO15/16: Outfall Areas in Barataria and Breton Sound: Water Quality Model Improvement	TWIG	2016	This report describes improvements to Version 1 of the basin-wide Delft model incorporated into Version 2. (Reference for White Paper on basin-wide Delft Modeling)
	4/13/2017	TO15/16: Outfall Areas in Barataria and Breton Sound: Vegetation Model Improvement	TWIG	2016	This report describes improvements to Version 1 of the basin-wide Delft model incorporated into Version 2. (Reference for White Paper on basin-wide Delft Modeling)
	4/13/2017	Methodology of Historical Barataria Salinity Analysis in Support of the Mid-Barataria Sediment Diversion	CPRA	2017	This report describes the analysis of historical salinity variability across Barataria Basin done by CPRA. Also included is the associated spreadsheet (compiled data) and a PowerPoint showing examples of the analysis by station.
Fisheries					
	2/15/2017	Analysis of Fisheries— Independent Data for Evaluation of Species Distribution Responses to the Davis Pond Freshwater Diversion	Dynamic Solutions	2011	Evaluation of abundance data of five important commercial and recreational fishery species to determine if there have been any changes in the abundance patterns and distributions in the Barataria Basin. Objective of report is to evaluate species pattern over monitoring period before construction of the Davis Pond Diversion was completed and since the diversion has been in operation. Results from the analysis can be used for comparison with similar data collected on the fishery species under future conditions to evaluate the additive effects of the coastal restoration efforts on the species within the basin.

	2/15/2017	Development of the CASM for Evaluation of Fish Community Impacts for the Mississippi River Delta Management Study Model Setup, Calibration and Validation for Existing Conditions	Dynamic Solutions	2016	This report described the development of the MRDM CASM model (in coordination with USACE). The model simulates the daily dynamics of the food web over 1995-2010 for existing conditions and over a 50-year time period for evaluating diversion alternatives for the Delta. Master Plan model data were used for calibration and validation of the CASM. Chl-a concentrations generated by the Delft model used to drive primary production in the production run simulations performed after calibration and validation.
	2/15/2017	Delta Management Fish and Shellfish Ecosystem Model	George Mason University	2015	This report described the development of the MRDM EwE model (in coordination with USACE). The objective is to determine how select combinations of large-scale restoration projects such as proposed river diversions in the lower Mississippi River Deltaic Plan may affect the distribution and biomass of fish over decades relative to future without action, in addition to evaluating potential trends in the future with action. Ecosystem model simulates biomass and distribution of fish and shellfish species, and landings of targeted fisheries species, as a result of a select combination of river diversion management simulations.
	2/15/2017	Delta Management Study fisheries model results interpretation and synthesis	CPRA	2016	This report was written by CPRA (and reviewed and approved by USACE) under the MRDM study in order to aid in the interpretation of EWE & CASM model results relative to simulated changes to ecosystem and estuarine food webs and to compare and contrast the general results of the two models based on their different structures. The document is not intended to be an exhaustive treatise, but

					presents and discusses a sample of relevant model output.
	2/15/2017	LSU Connection to the Coast Linking Commercial Fishing to Coastal Communities	Economics & Policy Research Group, LSU	2016	Summarizes historical data related to Louisiana commercial fishing activity with a focus of land-based operations, areas fished and the link between the two. Data provide historical context that can be used to investigate how commercial fishing activity has changed over time or study how this activity may adapt to future change.
		Oyster Habitat Evaluation Using Hydrocoast Salinity Data and Two Approaches to Suitability Analysis in the Pontchartrain Basin, Southeast LA	Lake Pontchartrain Basin Foundation	2016	LPBF mapped oyster salinity suitability in the basin and then used two techniques derived from approaches taken by Mark Chatry and others (1983) and by Thomas Soniat (2012). These approaches were applied to surface water salinity information from the LPBF Hydrocoast Maps to identify areas with the most optimal oyster salinities for each year from 2013-2015.
		2016 Oyster Habitat Evaluation Using Hydrocoast Salinity data and Two Approaches to Suitability Analysis in the Pontchartrain Basin, SE Louisiana	Lake Pontchartrain Basin Foundation	2017	This report continues the analysis of surface salinity data for oyster habitat and production suitability within the Lake Pontchartrain Basin started in 2016 with the first LPBF oyster study. This study uses 2016 data.
Biological Assessment					
	2/15/2017	Paddlefish and Sturgeon Entrainment by Dredges: Swimming Performance as an Indicator of Risk	ERDC	2005	Assessment of potential entrainment related losses of paddlefish and sturgeons from dredging operations using measures of swimming performance as descriptors of risk.

	2/15/2017	Entrainment Studies of Pallid Sturgeon Associated with Water Diversion in the Lower Mississippi River	ERDC (USACE)	2013	Prepared for LCA Program. Study to monitor potential entrainment of pallid sturgeon in existing diversions and provide information to evaluate risk of future entrainment. Objectives of study were to document and quantify sturgeon entrainment in existing diversions compared to adjacent river reaches; estimate population size of pallid sturgeon in river reaches associated with diversions; and develop population viability models of pallid sturgeon to analyze impacts of entrainment-based "take" by water diversions.
Socio-economic					
	2/15/2017	Economic Evaluation of Land Loss in Louisiana	LSU & RAND	2015	Potential economic implications of Louisiana's land loss through a spatial analysis that layered future land loss and storm surge scenarios from the 2012 Coastal Master Plan onto today's economy. Report is for the entire coastal zone. (prepared for Master Plan)
	2/15/2017	Coastal Louisiana Risk Assessment Model Technical Description and 2012 Coastal Master Plan Analysis Results	RAND	2012	Use of Coastal Louisiana Risk Assessment (CLARA) Model to assess degree to which various projects help coastal communities avoid or reduce damage from hurricanes.
Cultural Resources					
Navigation					
	2/15/2017	Impact on the Navigation of Ships on the Mississippi River	Water Simulation Technology Inc.	2014	Ship maneuvering study on a full bridge simulator using ships representative of the deep-draft traffic operating in the mid-Barataria reach of the Mississippi River. Simulation conducted at the Maritime Institute of Technology and Graduate Studies. Prepared for the Mid-Barataria Sediment Diversion Project.
Soils					

	2/15/2017	Mississippi River Hydrodynamic and Delta Management Study (MRHDM)— Geomorphic Assessment	ERDC (USACE)	2014	This report was developed under the Hydro component of the MRHDM Study in coordination with USACE. Objectives were to utilize all available data to document historical trends in hydrology, sedimentation, and channel geometry in the lower Mississippi River and summarize the local changes observed at locations where repetitive datasets exist and at key reaches. Tasks included data compilation, geometric data analysis, gage and discharge analysis, dredge record analysis, sediment data analysis, development of an events timeline, and integration of results.
	2/15/2017	Mid-Barataria Sediment Diversion Geotechnical Report 30% Basis of Design	HDR	2014	<i>TECHNICAL REPORT: Please note that this report was prepared as part of an earlier effort and should be used as background information. It has been superseded by more recent documents and modeling efforts.</i> Information on subsurface conditions in the project area to determine project's feasibility and to develop preliminary geotechnical recommendations to support 30% design. Prepared for the Mid-Barataria Sediment Diversion Project. (Includes 5 appendices)
Oil & Gas					
Water supply					
Climate change					
Sea level rise					
	4/13/2017	Proposal for Addressing Relative Sea Level Rise in the LCA MS River Hydrodynamic and Delta Management Feasibility Study	CPRA	2015	The document was written by CPRA (and reviewed and approved by USACE) to support the MRHDM Study. The document provides guidance for implementing RSLR into the MRHDM analysis and modeling efforts. It expands in RSLR

					guidance documents by USACE (2011, 2014) and CPRA (DeMarco et al 2012). It provides detailed approaches to incorporate the local rate of vertical land movement (subsidence).
Sediment Transport					
		Hydrodynamic and Sediment Transport Modeling using FLOW-3D for Siting and Optimization of the LCA Medium Diversion at White Ditch	Arcadis-TWIG	2013	The purpose of the study was to identify the most promising location for the diversion, evaluate the best alignment for the outfall channel, and investigate how variations in the structure's design could affect its ability to capture sediment. The study focused on Lower MS River hydraulics and sediment supply.
		Hydrodynamic, Salinity, and Morphological Modeling Study of the Proposed White Ditch Sediment Diversion	ERDC	2014	Report by ERDC on numerical modeling to determine the impacts on the Breton Sound Marsh of the planned development of the White Ditch Diversion of the MS River
	4/13/2017	TO15/16: Improvement of Sand Load Transport and Dredging Calibration in the Mississippi River	TWIG	2016	This report describes improvements to Version 1 of the basin-wide Delft model incorporated into Version 2. (Reference for White Paper on basin-wide Delft Modeling)
	4/13/2017	TO15/16: Sediment Properties used in the Basin wide Model	TWIG	2016	This report describes improvements to Version 1 of the basin-wide Delft model incorporated into Version 2. (Reference for White Paper on basin-wide Delft Modeling)
Flood plain management					

ATTACHMENT 2: 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 270 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.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor

or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Signature of Proposer or
Authorized Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

ATTACHMENT 3: SAMPLE CONTRACT

**STATE OF LOUISIANA
CONTRACT FOR CONSULTING SERVICES**

BE IT KNOWN, that on this _____ day of _____, 2019, the **Coastal Protection and Restoration Authority**, State of Louisiana (hereinafter sometimes referred to as “CPRA”) and <contracting party> domiciled at <address>, <city>, <state>, <zip> (hereinafter referred to as “Contractor”), do hereby enter into a contract under the following terms and conditions:

1. PROJECT IDENTITY AND DESCRIPTION

Mid Breton Sediment Diversion Project (“MBrSD Project” or “Project”). An Environmental Impact Statement (EIS) will be prepared to disclose and analyze the significant environmental impacts of the Project as required under the National Environmental Policy Act (NEPA) in accordance with the Council on Environmental Quality’s (CEQ) regulations for this Project.

2. TERM OF CONTRACT

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

3. GOAL

Completion of an Environmental Impact Statement (“EIS”) for the Mid Breton Sediment Diversion (“MBrSD”) Project in compliance with the CEQ regulations for implementing NEPA and NEPA Implementation Procedures for the USACE Regulatory Program.

4. OBJECTIVES

To provide consulting services for the preparation of a third party EIS for the MBrSD to satisfy the NEPA compliance portion of USACE’s public interest review on permit number MVN-2012- 02806-EOO.

5. 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.

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.

6. 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.

7. COMPENSATION

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

8. 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

9. 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.

10. PAYMENT TERMS

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Appendices A and B. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. Payment will be made only on approval of the Contract Monitor, _____, or her designee.

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

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

Rate sheets will include a negotiated labor rate, and shall be inclusive of all costs associated with labor, overhead, administrative costs, software, account management, and any other costs associated with the provision of services (including, but not limited to, standard equipment, computers, field sampling supplies, office supplies, copies, cameras, personal protective equipment, and materials). Expenses outside of the Rates, such as third party charges, specialized equipment, materials, and equipment rentals, shall be negotiated at the Task Order level.

Expenses, such as third party charges, equipment and material rentals, etc. will be negotiated by the Contract Monitor on each task as appropriate to complete the assigned work. Such equipment will be reimbursed at cost, with sufficient documentation supporting the charges. Such approval must be granted in writing by the Contract Monitor or his designee prior to the Contractor incurring these costs.

Travel shall be reimbursed in accordance with the State of Louisiana Policy and Procedure Memoranda (PPM) 49 – General Travel.

Compensation to the Contractor for services rendered in connection with this contract shall be Task Order based. Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work-hours using “Required Rate Schedule” mentioned above for the actual work performed on the Task Order, time and materials or negotiated lump sum.

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

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

Ten percent (10%) of fees approved by the State Contract Monitor to be paid shall be withheld as retainage. Upon completion of all tasks contained within the Scope of Services and/or Task Order to the

satisfaction of the State, any amounts previously withheld as retainage will be paid. The Contractor may request in writing a partial retainage release based on completed tasks, prior to the completion of the contract. Such partial retainage release must be granted in writing by the Contract Monitor or his designee.

11. 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.

12. FISCAL FUNDING

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 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

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

The 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 the 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, the 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 the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require the 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) the Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) the Authorized User's use of the Product in combination with other products not furnished by the Contractor; iii) the 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 the Contractor believes that it may be enjoined, the 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 the 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 to 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, the 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 to the 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.

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.

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

Ownership of documents and materials in connection with this Contract shall be in accordance with the following:

USACE shall have sole ownership rights, including copyright ownership, over any draft work product resulting from the preparation of the EIS, including but not limited to, all data, reports, information, manuals, and computer programs, or other written, recorded, photographic, or visual materials or other deliverables in draft form produced during the preparation of the EIS. Such documents and materials shall be deemed government works for purposes of the Copyright Act (*see* 17 U.S.C. 105).

USACE and the State shall have dual ownership rights and use over any documents and materials which are designated as final documents, materials, and deliverables, including any and all documents and materials attached to or referenced by final deliverables. CPRA shall retain sole ownership and control over any CPRA Contract-required deliverables including but not limited to, progress monitoring reports, invoices, and payment-related documents and materials.

The Contractor shall not retain ownership interest in any work product, draft or final, resulting from this Contract.

In addition, at any time during the Contract period, the State shall have the right to require the Contractor to furnish proof of completed work and progress in connection with this Contract within five (5) days of receipt of written notice issued by the State.

19. 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. 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.

20. 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.

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

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company would be awarded a contract. If a Proposer suspects they may be in violation of the Louisiana Ethics Code, a copy of an official ruling shall be provided in their Proposal. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

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. 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 [state agency].

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

26. CONTRACTOR EMPLOYEE WHISTLE BLOWER 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 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.

28. DISADVANTAGED BUSINESS ENTERPRISES

The Contractor agrees to ensure that Disadvantaged Business Enterprises (“DBEs”) have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be 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. (Appendix E)

The following good faith efforts for utilizing DBEs are required:

- a. Solicitations for products or services shall be sent to firms/individuals listed as DBEs.
- b. Where feasible, divide total requirements into smaller tasks to permit maximum DBE participation.
- c. Where feasible, establish delivery schedules which will encourage DBE participation.
- d. Encourage use of the services of the U.S. Department of Commerce’s Minority Business Development Agency (MBD) and the U.S. Small Business Administration to identify DBEs.
- e. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- f. Require that each party to a subcontract takes 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 E, and submitted within fifteen (15) days following the end of each calendar quarter for the duration of the Contract.

Furthermore, for the full terms 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 entrepreneurs (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 Entrepreneurs (Hudson Initiative) entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development.

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 agrees to obtain written approval from CPRA prior to subcontracting any part of the services specified in Appendix A. The Contractor shall include, in any subcontract, the provisions contained in this Contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontracts, to the CPRA Project Manager. The Contractor further agrees to guarantee and be liable to CPRA for all services performed under any such subcontract.

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 FAILURE TO SIGN MEMORANDUM OF UNDERSTANDING

The State may terminate this Contract if the Contractor fails to sign and return the final Memorandum of Understanding within thirty (30) business days of delivery. The MOU is non-negotiable.

33. TERMINATION FOR FAILURE TO MEET ADDITIONAL MINIMUM PERSONNEL REQUIREMENTS OF CEMVN

CEMVN will concur that compliance with the Minimum Personnel Qualifications has been met. **Additional personnel requirements may be added at the CEMVN's request. If the selected Proposer fails to provide the additional personnel required by CEMVN, the State may exercise its right to cancel the contract.**

34. TERMINATION 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.

35. TERMINATION 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.

36. 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.

37. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this Contract shall be resolved by the provisions of LSA - R.S. 39:1672.2-1672.4.

38. DISPUTES

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

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. 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.

42. GOVERNING LAW

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

43. 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.

44. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

45. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

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

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 _____, 2019.

WITNESSES SIGNATURES:

Coastal Protection and Restoration Authority

Signature

(Print Name)

By: _____
Michael S. Ellison
Executive Director

Signature

(Print Name)

WITNESSES SIGNATURES:

CONTRACTOR:

Signature

(Print Name)

By: _____

(Print Name)

Signature

(Print Name)

(Print Title)

SAMPLE CONTRACT APPENDIX C
Coastal Protection and Restoration Authority
MONITORING REPORT

MONITORING REPORT APPROVAL

Date: _____

Contracting Party: _____ CPRA Contract No. _____

Project Title: _____

Invoice No. _____ Invoice Amount: _____

Total invoiced to date: \$ _____

A. Refer to Sediment Diversion Program Invoice Status Report for invoice details.

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:

IV OTHER DISCUSSIONS OF SPECIAL NOTE

Contracting Party _____ Date _____
(Printed Name)

Approval _____ Date _____
CPRA Project Manager (Printed Name)

Approval _____ Date _____
CPRA Contract Monitor or Designee (Printed Name)



Mississippi River Mid-Basin Sediment Diversion Program Monthly Invoice Status Report
 BS-0030 Mid-Breton Diversion

Date submitted

CONTRACT/Task Order INFORMATION		Insurance Policy Expiration Date:	
Contractor			
DNR Contract No.			
CPRA Contract No.			
Grant number			
Task Order No.			
Amendment No.	N/A	Total Completed	
Purchase Order No.		Planned Value (PV)	
Vendor No.		Earned Value (EV)	
Contract Amount		Remaining Contract Amount	
Total Contract Invoiced Amount		\$0.00	
Task Order Amount		Actual % Complete	
Total budgeted hours		Total safe working hours (All safe hours since last occurrence on this project)	
Task order start			
Task order end			

INVOICE INFORMATION			
Invoice No.	5	Period start	
Invoice amount		Period end	
Hours this period			

SCHEDULE INFORMATION								
Purchase Order Line No.	WBS and Task #	Task Title	Task budget	Period Cost	Total Invoiced Amount to Date	Cost % Complete	Start	Finish
(N/A if 1 Line Only)	BS-0030.XX.##	Task Title	\$ -	\$ -	\$ -	#DIV/0!	MM/DD/YYYY	MM/DD/YYYY
N/A	BS-0030.XX.##.##					#DIV/0!		
N/A						#DIV/0!		
			Total Task Order Amount Billed To Date	\$ -				
			Previously Billed Amount					

WBS and Task # Task Title		Task Narrative This Invoice Period	Deliverables This Invoice Period
BS-0030.XX.##	Task Title		
1	Task Name	Brief Description of task accomplishments this reporting period	List of deliverables completed this period (If applicable)

CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered x through x inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: _____

Contractor

Labor and Expenses Breakdown

Invoice No.	
Period start	
Period end	

Employee	Class	Rate Type	Rate	Hours	Amount
Doe,Jane	Project Manager				\$ -
Doe, John	Administrative/Clerical				\$ -
Subtotal Labor					0 \$ -

Expense	Amount
Prime reimbursable expenses	\$ -
Subcontractor A	
Subcontractor B	
Subtotal Expenses	\$ -

Total Amount Due

Labor Rate Schedule

Labor Classification	Rate
List of Categories and Rates	

Attach the Following in Order

- 1. Acceptance Email of Added/Modified Employees**
- 2. Labor Backup – Name, Category, Rate, Hours**
- 3. Expense Backup**
- 4. Sub Invoices – Alphabetical Order**
 - a. Monthly Status Report**
 - b. Invoice Narrative and Deliverables**
 - c. Labor and Expense Summary**
 - d. Labor Backup – Name, Category, Rate, Hours**
 - e. Expense Backup**

SAMPLE CONTRACT APPENDIX D
Coastal Protection and Restoration Authority
Instructions for Submitting Invoices

Invoices shall be submitted to the Coastal Protection and Restoration Authority (CPRA)) by the 15th of each month for work completed in the previous month,, whether or not a particular assignment is completed at that time. The Contracting Party (“Contractor”) shall submit an itemization of all work performed, listing the name and number of the project, the date for work performed, hours down to the quarter of an hour, with specific reference to the nature of the work performed (e.g. drafting of expert reports, research, review of files, etc.).

Invoices shall be submitted in accordance with the Rate Schedule submitted in the Contractor’s Proposal.

A monitoring report, **Appendix C**, attached hereto, must be completed and attached to the monthly invoice. When invoices are submitted at the end of each calendar month, you must indicate on **Appendix C** the amount of your contract, the amount billed to date and the remaining balance.

Contractor shall submit a MS Project schedule update each month with each schedule activity updated to reflect current status and percentage of work complete.

If your invoices are billed by each individual project that you have worked on, please include a summary sheet for that month for that invoice.

SAMPLE CONTRACT APPENDIX E

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				

Type of product or service codes:

1=Construction

2=Supplies

3=Services

4=Equipment

ATTACHMENT 4: MINIMUM PERSONNEL QUALIFICATIONS FORM FOR ACCEPTANCE OF PROPOSAL

Proposer:

Minimum Personnel Qualifications Form for Acceptance of Proposal

CPRA Position(s)	Degree / Specialty	Prime or Sub-Contracto	Individual(s)	Requirement	Qualifications, Degrees, Experience	Acceptance (Y/N)
<p>Proposer to insert Required Rate Schedule Personnel Category, see Attachment 4. *** this is for information purposes only- not part of the cost evaluation</p>	<p>N/A</p>	<p>Proposer to Insert</p>	<p>Proposer to Insert Individual Name(s)</p>	<p>At least one individual of the Proposer (Prime) who shall be responsible for the day-to-day project management of Project tasks and the primary point of contact. This individual must have a minimum of five (5) years of experience in the preparation of NEPA documents (i.e., complex Environmental Impact Statements, Environmental Assessments, etc.) for use by the USACE Regulatory Program in their evaluation of permit applications.</p>	<p>Proposer shall insert a summary of their qualifications, Degrees, and Experience as required in Section 1.11.A.g. This section shall be completed for each individual.</p>	<p>To be Completed by CPRA and confirmed by USACE</p>
	<p>N/A</p>			<p>At least one individual of the Proposer (Prime or Sub-Contractor) must have a minimum of ten (10) years in preparing EIS in accordance with NEPA; of which at least five (5) years experience is in the preparation of NEPA documents for use by USACE in the evaluation of civil works projects.</p>		

Proposer:

CPRA Position(s)	Degree / Specialty	Prime or Sub-Contracto	Individual(s)	Requirement	Qualifications, Degrees, Experience	Acceptance (Y/N)
	Wetland Ecologist			At least one individual of the Proposer (Prime or Sub-Contractor) must be a Wetland Ecologist with a degree in Biological Science specializing in Wetland Ecology with a minimum of five (5) years experience in evaluating project impacts to wetland systems and marine, aquatic and plant habitats, and mitigation.		
	Wetland Biologist			At least one individual of the Proposer (Prime or Sub-Contractor) must be a Wetlands Biologist with an botany degree or environmental degree with a minimum of twenty (20) semester hours in Botany and a minimum of five (5) years experience in wetlands delineation and mitigation or a combination of five (5) years experience in wetlands delineation and mitigation and education with courses equivalent to a major in botany or basic plant science with a minimum of 24 semester hours in botany, including experience in vegetation and invasive species.		

Proposer:

CPRA Position(s)	Degree / Specialty	Prime or Sub-Contracto	Individual(s)	Requirement	Qualifications, Degrees, Experience	Acceptance (Y/N)
	Principal Investigator (Archaeologist)			<p>At least one individual of the Proposer (Prime or Sub-Contractor) who meets the qualifications of Professional Archaeologist as stated by, § 102. Minimum Qualifications for Professional Archaeologists, available for review on the Louisiana Division of Archaeology webpage http://crt.louisiana.gov/cultural-development/archaeology/state-legislation/title-25/index . This team member should also have completed a course on Section 106 of the National Historic Preservation Act offered by the Advisory Council on Historic Preservation or equivalent training, and meet the appropriate qualifications presented in Professional Qualification Standards (36 CFR 61 Appendix A), as well as the Secretary of the Interior’s Professional Qualifications Standards (48 FR 44738-44739).</p>		

Proposer:

CPRA Position(s)	Degree / Specialty	Prime or Sub-Contracto	Individual(s)	Requirement	Qualifications, Degrees, Experience	Acceptance (Y/N)
	H&H Engineer			At least one individual of the Proposer (Prime or Sub-Contractor) must be a Hydraulics and Hydrology (H&H) Engineer with a degree in engineering and a minimum of five (5) years of experience in flood modeling/routing, surface and subsurface hydrology, constituent transport, sediment transport, coastal H&H, fluvial deposition, deltaic deposition, water resources projects, and riverine and outfall management. Familiarity with Mississippi River deltaic processes specifically.		
	Geologist, Geomorphologist or Coastal Engineer			At least one individual of the Proposer (Prime or Sub-Contractor) must be a Geologist, Geomorphologist, or a Coastal Engineer with a degree in engineering, geology, geophysics, or science and a minimum of five (5) years of experience in riverine/coastal processes, coastal erosion, effects of saltwater intrusion, coastal restoration, geology of the Lower Mississippi River Valley, coastal and deltaic geology and geomorphology, fluvial		

				deposition, and deltaic deposition. Familiarity with Gulf of Mexico processes specifically.		
	Marine Biologist			At least one individual of the Proposer (Prime or Sub-Contractor) must be a Marine Biologist with a degree in biology or biological science and a minimum of five (5) years of experience in marine mammals and their habitat, effects due to habitat changes, and familiarity with Gulf of Mexico marine species.		
	Biologist			At least one individual of the Proposer (Prime or Sub-Contractor) must be a Biologist with a degree in biology or biological science and a minimum of five (5) years of experience in the assessment of project effects to threatened and endangered species and their critical habitats and in the preparation of Biological Assessments.		

	Economist		<p>At least one individual of the Proposer (Prime or Sub-Contractor) must be an Economist with a degree in economics, math, or science and a minimum of five (5) years of experience in evaluating the value of environmental and natural resources assets due to changes in watershed management, land use, land divestiture, transportation (navigation, rail, highway), and environmental compliance options. The individual should be experienced in conducting economic impact analyses for NEPA documentation and Environmental Impact Statements.</p>		
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Proposer:

CPRA Position(s)	Degree / Specialty	Prime or Sub-Contracto	Individual(s)	Requirement	Qualifications, Degrees, Experience	Acceptance (Y/N)
	Civil Engineer			At least one individual of the Proposer (Prime or Sub-Contractor) must be a Civil Engineer with a degree in engineering.		
	Navigation Specialist			N/A		
	Environmental Justice Specialist			N/A		
	Public Involvement Specialist			N/A		

ATTACHMENT 5: ENVIRONMENTAL LAWS TABLE

Abandoned Shipwreck Act of 1987	Marine Mammal Protection Act of 1972
American Indian Religious Freedom Act of 1978	Marine Protected Areas (EO 13158) of 2000
Anadromous Fish Conservation Act of 1965	Marine Protection, Research, and Sanctuaries Act of 1972
Archaeological Resources Protection Act of 1979	Migratory Bird Conservation Act of 1929
Archaeological and Historical Preservation Act of 1974	Migratory Bird Treaty Act of 1918
Bald Eagle Protection Act of 1940	Migratory Bird Habitat Protection (EO 13186) of 2001
Clean Air Act of 1970	National Environmental Policy Act of 1969
Clean Water Act of 1977	National Historic Preservation Act of 1966
Coastal Barrier Improvement Act of 1990	National Invasive Species Act of 1996
Coastal Wetlands Planning, Protection, and Restoration Act of 1990	Native American Graves Protection and Repatriation Act of 1990
Coastal Zone Management Act of 1972	Neotropical Migratory Bird Conservation Act of 2000
Coastal Zone Protection Act of 1996	Noise Control Act of 1972
Comprehensive Environmental Response, Compensation, and Liability Act of 1980	Nonindigenous Aquatic Nuisance Prevention and Control Act of 1996
Consultation and Coordination with Indian Tribal Governments (EO 13175) of 2000	North American Wetlands Conservation Act of 1989
Deepwater Port Act of 1974	Oil Pollution Act of 1990
Emergency Planning and Community Right-to-Know Act of 1986	Outer Continental Shelf Lands Act of 1953
Emergency Wetlands Restoration Act of 1986	Pollution Prevention Act of 1990
Endangered Species Act of 1973	Prime or Unique Farmlands, 1980 CEQ Memorandum
Environmental Quality Improvement Act of 1970	Protection and Enhancement of the Cultural Environment (EO 11593) of 1971
Estuaries and Clean Waters Act of 2000	Protection and Enhancement of Environmental Quality (EO 11991) of 1977
Estuary Protection Act of 1968	Protection of Children from Environmental Health Risks and Safety Issues (EO 13045) of 1997
Estuary Restoration Act of 2000	Protection of Cultural Property (EO 12555) of 1986
Exotic Organisms (EO 11987) of 1977	Protection of Wetlands (EO 11990) of 1977
Farmland Protection Policy Act of 1981	Reclamation Projects Authorization and Adjustments Act of 1992
Federal Actions to Address Environmental Justice in Minority Populations & Low-Income Populations (EO 12898, 12948) of 1994, as amended	Recreational Fisheries (EO 12962) of 1995
Federal Compliance with Pollution Control Standards (EO 12088) of 1978	Resource Conservation and Recovery Act of 1976
Federal Emergency Management (EO 12148) of 1979	Responsibilities of Federal Agencies to Protect Migratory Birds (EO 13186) of 2001
Federal Water Pollution Control Act of 1972	Rivers and Harbors Acts of 1899, 1956
Federal Water Project Recreation Act of 1965	River and Harbor and Flood Control Act of 1970
Fish and Wildlife Conservation Act of 1980	Safe Drinking Water Act of 1974
Fish and Wildlife Coordination Act of 1958	Submerged Land Act of 1953
Flood Control Act of 1944	Sustainable Fisheries Act of 1996
Floodplain Management (EO 11988) of 1977	Toxic Substances Control Act of 1976
Food Security Act of 1985	Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646)
Greening of the Government through Leadership in Environmental Management (EO 13148) of 2000	Water Resources Development Acts of 1976, 1986, 1990, 1992, and 2007
Historic Sites Act of 1935	Water Resources Planning Act of 1965
Historical and Archaeological Data-Preservation Act of 1974	Watershed Protection & Flood Prevention Act of 1954
Indian Sacred Sites (EO 13007) of 1996	Water Pollution Control Act Amendments of 1961
Invasive Species Act (EO 13112) of 1999	Wild and Scenic River Act of 1968
Land & Water Conservation Fund Act of 1965	Wilderness Act of 1964
Magnuson-Stevens Fishery Conservation and Management Act of 1976, as amended	

ATTACHMENT 6: SCOPE OF SERVICES

Third-Party Contractor for Preparation of an Environmental Impact Statement Mid-Breton Sediment Diversion Project

A. Execution of Work

The execution of work associated with this Scope of Services will be based on the issuance of task orders. The CPRA Contract Monitor will coordinate all efforts throughout the contract period, including task scopes and negotiations, and will assign tasks to the Contractor as needed. The Contractor shall perform all work required to accomplish the scope of the Environmental Impact Statement. This work will be done at the direction and approval of USACE and in compliance with all procedural requirements for delivering a final EIS and ROD. The Contractor shall provide all primary staff, support staff, and specialists necessary to plan, perform, supervise, and deliver the required work. The Contractor will provide an estimated cost for each task based on a scope of services provided by the CPRA Contract Monitor. For each task, the Contractor shall submit an estimated time schedule, including project initiation and completion estimates, to the CPRA Contract Monitor for review and coordination with other project implementation elements.

B. Background

The Coastal Protection and Restoration Authority Board of Louisiana, through the Coastal Protection and Restoration Authority (“CPRA”), will be submitting a Joint Permit Application to the Department of the Army (“DA”) in Q4 2018 under the provisions of Section 404 of the Clean Water Act (33 U.S.C. 1344) (hereinafter “Section 404”), and Section 10 of the Rivers and Harbors Appropriation Act of 1899, as amended (33 U.S.C. 403) (“Section 10”) and a permission request under Section 14 (33 U.S.C. 408) (Section 408) of the Rivers and Harbors Act of 1899 to the U.S. Army Corps of Engineers (“USACE”), at the New Orleans District (“CEMVN”) for CPRA’s proposed Mid-Breton Sediment Diversion (“Proposed Action”).

CPRA anticipates an Environmental Impact Statement (EIS) will be prepared to disclose and analyze all significant environmental impacts of the Proposed Action as required under the National Environmental Policy Act (NEPA) in accordance with the Council on Environmental Quality’s (CEQ) regulations found in 40 CFR Parts 1500-1508. This EIS will address the Public Interest Review requirements of 33 CFR Parts 320-332 including 33 CFR Part 325, Appendix B, 33 U.S.C. 408 and 40 CFR Part 230 (Section 404(b)(1) Guidelines), so that the EIS, when completed, will provide information required for an informed decision on the DA permit application and Section 408 permission request. Any additional information required for the Section 408 permission request beyond the completed final EIS will not be done by the selected third party contractor (“TPC”).

The Proposed Action generally consists of the placement of a sediment diversion through a portion of the federal Mississippi River and Tributaries (“MR&T”) Project mainline levee on the left descending bank of the Mississippi River (“River”) near River Mile 68.6, extending into the Breton Sound Basin in Plaquemines Parish, Louisiana. The Proposed Action is proposed to reconnect and reestablish the natural or deltaic sediment deposition process between the Mississippi River and Breton Sound Basin to deliver sediment, freshwater, and nutrients to reduce land loss rates and sustain wetlands.

C. General Activities for Environmental Impact Statement

The TPC is to prepare an EIS which evaluates the environmental effects and impacts that could occur with the construction and implementation of the Proposed Action and a reasonable range of alternatives, including no action, and to prepare the Record of Decision (“ROD”) for the approved project, if any. This work will be done at the direction and approval of USACE and in compliance with all procedural requirements for delivering an EIS and ROD. All documents shall be sufficient to meet the requirements of the NEPA and all other applicable environmental laws, regulations, requirements and policies. If approved, the ROD will include, but not limited to, the following decisions: (1) Section 404 Clean Water Act Permit; (2) Section 10 Permit, and (3) 33 U.S.C. 408 permission. Any additional information required for the Section 408 permission request beyond the completed final EIS will not be done by the TPC.

The purpose of an EIS is to identify, evaluate and publicly disclose the environmental effects of a major federal action to help inform agency decision-making. The impacts to be considered and discussed in the EIS must be done in proportion to their significance. The EIS must include all known or reasonably foreseeable impacts (40 C.F.R. § 1508.7), and devote an appropriate level of effort to the evaluation of effects (adverse and beneficial) based on the context and intensity of such impacts. This effort includes the analysis, evaluation, and documentation of the Proposed Project and a reasonable range of proposed alternatives and their direct, indirect, and cumulative impacts, in accordance with the provisions of the NEPA, the Clean Water Act (“CWA”), 33 CFR Part 325 Appendix B, and all other applicable environmental/cultural resource laws, implementing regulations and Executive Orders. Additionally, this includes any analyses, evaluations, and documentation for alternatives including but not limited to, all direct and indirect impacts of the Proposed Action, under all operational scenarios, and on an individual basis and on a cumulative basis, as outlined in EC 1165-2-216, Policy and Procedural Guidance for Processing Requests to Alter US Army Corps of Engineers Civil Works Projects Pursuant to 33 USC 408 (30 September 2015) as may be amended.

CPRA will provide the TPC with available data and technical reports pertaining to the Proposed Action throughout the EIS preparation process. The TPC should use the information provided by CPRA to the maximum extent feasible and supplement that information only as needed to ensure USACE has adequate information to take a hard, objective look at the environmental impacts of the project.

An Environmental Laws Table is attached hereto as Attachment 5.

Any information furnished to USACE is subject to the Freedom of Information Act (5 U.S.C. 552).

The TPC shall ensure that the information in the EIS, including the NEPA alternatives analysis, allows for the evaluation of alternatives as required under the Section 404(b)(1) Guidelines, the public interest review, and the applicable NEPA EIS requirements. The goal of integrating the NEPA alternatives analysis and the Section 404(b)(1) alternatives analysis is to gain efficiencies, facilitate agency decision-making and avoid unnecessary duplication.

USACE is responsible for independently evaluating all information submitted for use in preparing the EIS or for inclusion in the EIS, and shall determine whether such information is adequate and accurate to enable USACE to take a hard, objective look at the public interest and environmental factors under the CWA and NEPA. Further, USACE is responsible for independently reviewing the EIS prior to its approval and is responsible for its scope and content. Accordingly, the USACE Regulatory PM will independently review all documents prepared by the TPC prior to their public

release, as required by 40 C.F.R. § 1506.5(a). Final approval on how comments are addressed throughout the review process is the sole responsibility of USACE.

A summary of the anticipated tasks to be included in task orders under this contract are the following basic work elements (this list is not all inclusive):

1. Project Management. Prepare monthly reports, invoices, and project updates including Detailed EIS Schedule.
2. Kick-off Meeting.
3. Preparation of the Public Involvement Plan and Management Strategy.
4. Maintenance and updating of electronic mailing lists; Creation and maintenance of EIS Proposed Action website.
5. Data gathering and compilation (including maintenance of bibliography of references and data sources).
6. Conduct Scoping Process and Prepare Scoping Report. Including coordination and conduct of public meetings, as well as coordination of in-progress review meetings.
7. Preparation of Draft EIS generally [40 CFR 1502.9(a)]. Including proposed table of contents, executive summary, proposed appendices, reports, tables, and figures.
8. Development of Alternatives.
9. Prepare Existing Conditions Section.
10. Conduct Analysis of Affected Environment. and Environmental Consequences.
11. Identification and Analysis of Cumulative Impacts.
12. Preparation of Mitigation Measures for the EIS, if warranted.
13. Preparation of Supporting Technical Appendices for the EIS.
14. Preparation of Consultation and Coordination. Section of the EIS which describes how the EIS was developed in coordination with other state and federal agencies, tribal entities, and the public, and includes a distribution list of the individuals and organizations that will receive the EIS.
15. Preparation of References. Section of the EIS citing a list of references that were used during the evaluation and analysis for the EIS and which are cited in the EIS text.
16. Preparation of other Appendices, Tables, and Figures for the EIS.

17. Review and Delivery of the Draft EIS and Final EIS.
18. Preparation of Preliminary Draft and Final Draft RODs.
19. Conduct monthly progress meetings.
20. Preparation of the Administrative Record.

CPRA may elect to prepare technical analyses and reports to inform the analysis in the EIS, which will be provided to the TPC through the USACE. In the instance that CPRA elects to prepare technical analyses and reports to inform the analysis in the EIS, the TPC shall be responsible for reviewing and, under the supervision of USACE, independently evaluating the completeness and accuracy of CPRA produced documents.

D. Memorandum of Understanding & Conflict of Interest Disclosure Certifications

The complexity and the independent nature of the NEPA process requires a common understanding of the roles of USACE, CPRA, TPC, and other interested persons, agencies, and organizations. To ensure and maintain the integrity of the NEPA process, communication strategies and protocols will be formulated in a Memorandum of Understanding (“MOU”) to be executed by USACE, CPRA and the TPC and prior to the issuance of the first task order. The MOU will set forth general policies and practices necessary to preserve the independence and integrity of the evaluation and decision-making processes. The MOU shall set forth, among others things, the method of communicating between the parties and the procedures for the submission, review, comment, revision, and approval of all documents. The TPC will coordinate with USACE for USACE’s final independent review and approval of each document. A sample MOU is provided in Attachment 9 of the RFP.

Pursuant to the Council of Environmental Quality Regulations at 40 CFR 1506.5, all Proposers submitting proposals to prepare an EIS must execute an Organizational Conflict of Interest (“OCI”) Certification to be included with their proposal specifying that the Proposer does not have financial or other interest in the outcome of the EIS.

The OCI Certification is provided in Attachment 10 of the RFP.

If the selected Proposer fails to sign the final MOU within (30) business days of delivery, the State may exercise its right to cancel the contract and award a contract to the next-highest-ranked Proposer.

ATTACHMENT 7: REQUIRED RATE SCHEDULE

<u>Personnel</u>	<u>Personnel Rate</u>
Principal	\$ /hr
Senior Project Manager	\$ /hr
Project Manager	\$ /hr
Senior Scientist	\$ /hr
Project Scientist	\$ /hr
Staff Scientist	\$ /hr
Senior Engineer	\$ /hr
Project Engineer	\$ /hr
Staff Engineer	\$ /hr
Scientific & Technical Editor/Writer	\$ /hr
Geographic Information Systems Analyst	\$ /hr
Science Outreach Communicator	\$ /hr
Administrative/Clerical	\$ /hr

The Proposer **shall** provide one hourly rate (a numerical value) for **each** of the staff classifications listed in the Required Rate Schedule.

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

Personnel Classification Descriptions:

Principal – Duties include, but are not limited to, responsibility for overall quality management of effort performed under this contract; resolve potential contractual concerns communicated by CPRA.

Senior Project Manager – Duties include, but are not limited to, responsibility for the overall direction, coordination, implementation, execution, control and completion of specific larger, more complex tasks within the authorized scope, schedule and budget.

Project Manager – Duties include, but are not limited to, responsibility for the overall direction, coordination, implementation, execution, control and completion of specific tasks within the authorized scope, schedule and budget.

Senior Scientist – Duties include, but are not limited to, providing senior level environmental science, science, or specialist consulting services.

Project Scientist – Duties include, but are not limited to, providing environmental science, science, or specialist consulting services.

Staff Scientist – Duties include, but are not limited to, performing assigned environmental science, science, or specialist consulting services tasks.

Senior Engineer – Duties include, but are not limited to, providing senior level engineering consulting services.

Project Engineer – Duties include, but are not limited to, providing engineering consulting services.

Staff Engineer – Duties include, but are not limited to, performing assigned engineering consulting services.

Scientific & Technical Writer – Duties include, but are not limited to, the preparation of a wide range of written material (technical reports, presentations, brochures, etc.) for dissemination to technical and non-technical audiences.

Geographic Information Systems Analyst – Duties include, but are not limited to, providing guidance and services in geographic information systems and providing technical expertise on available technologies to improve business efficiency and productivity.

Science Outreach Communicator - Duties include, but are not limited to, the translation of scientific information into verbal and written communication appropriate for various stakeholder groups.

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

ATTACHMENT 8: 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 Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card 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 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 Procurement on request.

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 and an enrollment form is available at: <http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

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>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

ATTACHMENT 9: SAMPLE MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS, NEW ORLEANS DISTRICT
AND
THE COASTAL PROTECTION AND RESTORATION AUTHORITY
AND
(THIRD PARTY CONTRACTOR)
FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT STATEMENT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this _____ day of _____, 2019, by and between the United States Army Corps of Engineers, New Orleans District (hereinafter "USACE"), represented by the U.S. Army Engineer, Col. Michael N. Clancy, New Orleans District (hereinafter "CEMVN"); the State of Louisiana, through the Coastal Protection and Restoration Authority (hereinafter "CPRA"), represented by its Executive Director, Michael S. Ellison; and the third party contractor, _____ (hereinafter "TPC") represented by _____.

ARTICLE I - INTRODUCTION

A. The CPRA will be submitting a Joint Permit Application for Department of Army (DA) permits in Q4 2018 under the provisions of Section 404 of the Clean Water Act (33 U.S.C. 1344) and Section 10 of the Rivers and Harbors Appropriation Act of 1899, as amended (33 U.S.C. 403) (hereinafter collectively referred to as "Section 10/404"), and a request for permission under Section 14 of the Rivers and Harbors Appropriation Act of 1899, as amended (33 U.S.C. 408) (hereinafter "Section 408") to USACE for CPRA's proposed Mid-Breton Sound Sediment Diversion ("Proposed Action").

B. An Environmental Impact Statement (EIS) is a detailed written statement required by the National Environmental Policy Act (NEPA) of 1969, as amended, 42 U.S.C. 4321, et seq. (NEPA) implementing regulations established by the Council on Environmental Quality (CEQ) for a major federal action significantly affecting the quality of the human environment. See 40 C.F.R. §1500 - §1508 and USACE procedures at 33 C.F.R., Part 325, Appendix B and 33 C.F.R. Part 230. The CEQ Regulations for Implementing the Procedural Provisions of the National Environmental Policy Act of 1969, have defined "major federal action" as actions with effects that may be major and which are potentially subject to Federal control and responsibility. 40 C.F.R. §1508.18.

C. USACE has determined that an EIS must be prepared regarding the Proposed Action and used in conjunction with other relevant materials, prior to making a decision on the CPRA Section 10/404 and Section 408 requests for permits and a permission (CPRA Applications) for the Proposed Action. USACE will file a Notice of Intent to prepare an EIS for the Proposed Action in the Federal Register.

D. Government-wide regulations implementing NEPA, promulgated by the CEQ, expressly permit the use of third-party contractors in the preparation of an Environmental Assessment or an EIS. 40 CFR 1506.5(c); USACE Regulatory Guidance Letter No. 05-08

dated 7 Dec 2005, "*Environmental Impact Statements- Third Party Contracting*"; 33 C.F.R. 325, Appendix B, paragraph 8(f); and Question 16 of the CEQ's Forty Most Asked Questions Concerning CEQ's Environmental Policy Act Regulations. CEQ regulations provide that agencies using third-party contractors to aid in the preparation of environmental documents will be responsible for selecting the third-party contractors, will provide the third-party contractors with guidance and supervision in the preparation of the document, and will independently evaluate the document before approval.

E. USACE, CPRA, and the TPC (collectively, "the parties") agree that the preparation and analysis of the EIS will utilize existing information and resource specialists to the greatest extent appropriate, will focus on the significant environmental issues and alternatives, and will provide an opportunity for full participation by interested members of the public and governmental agencies consistent with all applicable legal requirements.

ARTICLE II-PURPOSE

A. The purpose of this MOU is to outline the roles, responsibilities, terms, conditions, procedures, requirements, communication methods and protocols that the TPC, CPRA, and USACE, agree to follow in the preparation of the EIS to ensure there are no conflicts of interest; to preserve impartial decision-making; and to prevent any impropriety or undue influence or the appearance thereof, in order to maintain integrity of the EIS process.

B. In accordance with USACE Regulatory Guidance Letter No. 05-08 dated 7 Dec 2005, CEMVN provided CPRA with the required information, and minimum TPC personnel requirements for the preparation of the EIS by the TPC. CEMVN was not involved in CPRA's procurement and contracting process and procedures, did not review any proposal or bid lists, and did not specify or choose the method of procurement. The TPC was selected by CPRA in accordance with State of Louisiana bid law, with the concurrence of CEMVN and in conformance with USACE's Regulatory Guidance, policy, and requirements pertaining to third party contracting, and the TPC has been determined to be fully acceptable to both CPRA and CEMVN to prepare the EIS.

C. CPRA has entered into a contract with the TPC (CPRA Contract) that is consistent with the terms of this MOU and the USACE-approved EIS Scope of Work (SOW). Pursuant to the CPRA Contract, CPRA shall pay the TPC for all services rendered in the preparation and development of the EIS. In the case of conflict between the terms of this MOU and the terms of the SOW, the SOW shall control.

D. For purposes of this MOU, the term "TPC" includes all agents, employees, representatives, independent contractors, consultants, subcontractors, and any other persons and entities performing any work or services or providing any labor or materials to the TPC for the work of this MOU and the CPRA Contract for the preparation of the EIS. All such persons and entities shall collectively be referred to herein as the "TPC".

E. The TPC shall conduct the environmental review process and prepare an EIS for the Proposed Action as an independent contractor working under the sole technical direction and supervision of USACE. The TPC will be directed and supervised by USACE

to ensure that the requirements for the EIS are met and there is no conflict of interest. The TPC's work product(s) must meet all requirements in a timely manner, and be produced to the satisfaction of USACE. USACE has the ultimate responsibility to set, maintain, and control the schedule for completion of the EIS and related work, and may direct the TPC as necessary to ensure the required tasks, timelines, and deliverables' quality are acceptable. USACE will have complete control over the scope, content, and quality of the TPC's work, shall independently evaluate the TPC's work products, and shall have the ownership of the final EIS and the contents of the Administrative Record by the TPC in accordance with the CPRA Contract. CPRA shall be permitted to participate in the EIS preparation and drafting processes to the maximum extent permitted by law.

F. In accordance with Presidential Executive Order No. 13807, dated August 15th, 2017, "ESTABLISHING DISCIPLINE AND ACCOUNTABILITY IN THE ENVIRONMENTAL REVIEW AND PERMITTING PROCESS FOR INFRASTRUCTURE PROJECTS" (EO 13807) Sec. 2. (h), within 2 years of the publication of the Notice of Intent to Prepare an EIS, USACE as the lead Federal Agency shall be committed to issuing the Final EIS, and an additional 3 months following issuance of the FEIS the Record of Decision (if the project is approved). In the event the Proposed Action is included into the Fixing America's Surface Transportation Act, Title 41 (FAST-41) Permitting Dashboard, the TPC, USACE, and CPRA will work together to revise the draft schedule to incorporate the review requirements of FAST-41 with the overall EIS schedule once the EIS schedule is approved by USACE, CPRA and FCT after the Kick-off meeting, provided that the 2-year deadline for issuance of the FEIS is maintained. Schedules for additional permissions, such as the 408 ROD, and subsequent 10/404 Permit Decisions shall be mutually agreed to between CPRA and USACE pending CPRA's Engineering and Design efforts.

ARTICLE III- RIGHTS & RESPONSIBILITIES OF THE PARTIES

A. TPC Responsibilities.

(1) The TPC, under the direction of USACE, is responsible for successfully performing and completing all work and tasks identified in the SOW approved by USACE and as specified in the CPRA Contract, unless otherwise expressly provided herein and in the SOW. The SOW is attached hereto as **Attachment "A"** and is incorporated by reference as if fully set forth herein.

(2) Pursuant to the Council on Environmental Quality Regulations at 40 CFR 1506.5, third party contractors who will prepare an EIS must execute a disclosure statement specifying that the third-party contractor does not have financial or other interest in the outcome of the final EIS. As part of its procurement, CPRA has required all proposers to submit a Proposer's Organizational Conflicts of Interest Disclosure Certification (OCI Disclosure Certification) in which each proposer specifies, consistent with NEPA regulations, that the proposer has no financial or other interest in the final EIS, except for remuneration specifically for preparing the EIS. The TPC has executed an Organizational Conflict of Interest (OCI) Certification, a copy of which is attached hereto as **Attachment "B"** and is incorporated by reference as fully set forth herein. In addition, the TPC shall,

contemporaneous with the execution of this MOU, execute an "On-Going OCI Obligations Certification". The form of the Certification is attached hereto as **Attachment "C"** and is incorporated by reference as if fully set forth herein.

(3) In order to maintain and ensure impartiality in the EIS preparation, the TPC shall not obtain any materials or information needed for the preparation of the EIS directly from CPRA. All data and information shall pass through USACE to the TPC from CPRA and any other person or entity unless otherwise agreed to in writing by the TPC and USACE, and such writing shall be included in the Administrative Record. Any information posted by CPRA to the TPC maintained Sharepoint site shall be considered complaint with this paragraph.

(4) The TPC may communicate directly with CPRA regarding CPRA Contract required deliverables, such as progress monitoring reports, invoices, and payment-related matters. Unless otherwise agreed to in writing by the TPC and USACE, all other communications between CPRA and the TPC must include USACE personnel. Prior to initiating any communication between the TPC and CPRA, the USACE Primary Point of Contact or his/her authorized designee must be notified in writing. If CPRA Contract matters involve EIS management or NEPA issues (EIS schedule, regulatory clock stop/start dates, outstanding data gaps, etc.), the communication must cease until USACE staff have been contacted and asked to participate in the discussion. Any communication, contact, coordination, meetings, document review or consultation between the TPC and CPRA not including a member of the USACE staff must be documented through e-mail, memoranda, conversation records, or other notes as appropriate. This documentation is the responsibility of the TPC and is to be compiled in the Administrative Record with dated copies provided to USACE and CPRA.

(5) Throughout the effective period of the MOU and the CPRA Contract, the TPC will set up and maintain a password protected call-in number for use during regularly-scheduled management and technical calls. USACE shall be able to use this call-in number if necessary for all calls even if the TPC is not on the call. No other Project which is the subject of another proposed action by CPRA or a third party may use the same call-in number and password.

(6) Throughout the effective period of the MOU and the CPRA Contract, the TPC will set up and maintain a password protected SharePoint site for sharing information between USACE, the TPC, and CPRA. The TPC shall maintain SharePoint in a manner that allows CPRA to provide information and review or receive information, as appropriate.

(7) The key members of the TPC EIS Team for the preparation of the EIS are set forth in **Attachment "D"**, and those personnel shall remain on the TPC EIS Team throughout the EIS preparation process and the issuance of a Record of Decision, unless USACE consents to a personnel change.

(8) The TPC shall produce an EIS that meets USACE standards and includes a full and fair discussion of the potential significant environmental impacts of the Proposed Action. The EIS prepared by the TPC must conform to the Council on Environmental Quality requirements specified at 40 CFR §§ 1500-1508, and shall utilize the CEQ Guidance dated March 6, 2012,

Subject: Improving the Process for Preparing Efficient and Timely Environmental Reviews under the National Environmental Policy Act.

(9) The TPC shall prepare all documents using a writing standard provided by USACE or a style guide that ensures consistency in usage, terminology, and formatting throughout the documents. Documents that are not standardized or do not meet environmental technical writing standards, will be sent back to the TPC as unacceptable for review without further justification. The EIS shall be written in plain language, follow a clear format, and emphasize important impact analyses and relevant information necessary for those analyses. The TPC should consider incorporating reference materials into the EIS to avoid duplicative efforts but in so doing, must provide citations that clearly identify the incorporated materials in the EIS, and briefly describes the content including the identification of the referenced materials and the entity that prepared the materials.

(10) The TPC is responsible for reviewing collected materials including, but not limited to: reviewing the same or different primary sources for technical background information, asking for cooperating agency review/input, and, seeking out and using information received from other government agencies and from non-government sources during the scoping and review processes for the preparation of the EIS. The TPC should use the information provided by CPRA to the maximum extent feasible and supplement that information only as needed to ensure USACE has adequate information to take a hard, objective look at the environmental impacts of the project.

(11) The TPC shall verify the accuracy, validity, integrity, and completeness of environmental information and notify USACE in writing of: (a) the sufficiency of information to identify the significance level of environmental impacts; (b) the sufficiency of supporting information to confirm CPRA's statements; (c) the sufficiency of information to respond to questions from federal, state and local agencies or from the public; (d) the sufficiency of information to develop the alternatives analysis, including the "No Action" alternative; and (e) identify data gaps for USACE review.

(12) The TPC, USACE, and CPRA shall work collaboratively to develop a Detailed EIS Schedule for the entire NEPA process for the Proposed Action acceptable to all three entities. Consistent with Executive Order 13807, the Schedule shall include an overall 24-month duration for issuance of the Final Environmental Impact Statement, and an additional 3 months following issuance of the FEIS for the Record of Decision (if the project is approved). The EIS Schedule will be developed and maintained, through coordination and consultation with USACE and CPRA, in Microsoft Project® software. The EIS Schedule shall include the 408 Review Plan Schedule as provided by USACE. The EIS Schedule shall set forth the milestones, phases, and critical path(s) of the tasks and deliverable and other efforts required to complete the EIS together with dates for each milestone in the Schedule. The approved EIS Schedule will be used by the TPC to manage work on the EIS and by USACE to monitor the progress of the work of the TPC.

(13) All information, data, planning materials, studies, maps, files, reports, computer, audio or video tapes, and disks and other records obtained by the TPC and used to support the analysis in the EIS shall be made a part of the Administrative Record. Personal communications, meeting notes, and phone logs used as references by the TPC in the EIS must be documented in the Administrative Record. Internet sources of information should be noted in the reference section of the EIS with the date the information was obtained and the

person who obtained it. The TPC is responsible for maintaining an electronic database for the Administrative Record in order to minimize the time and effort required for the location and retrieval of record materials. The Administrative Record shall be organized and consistent and must minimize duplication of materials. The TPC shall update the Administrative Record continually throughout the MOU and the CPRA Contract term and shall transfer the Administrative Record to USACE upon request and once the final EIS is completed and prior to the issuance of the Record of Decision.

(14) The TPC shall maintain an ongoing review of potential environmental issues and assessment of the adequacy of the overall scope of the environmental analysis. The TPC is responsible for immediately advising USACE of any potential data gaps (data gap analysis) or analysis shortcomings and developing requests for additional information to be submitted to USACE in writing. Requests by the TPC for additional material, or for clarification of information, will be sent directly to USACE after a determination is made by the TPC that additional material or information is necessary. USACE will serve as the primary point of contact for all Federal and state agencies who wish to engage CPRA regarding data gaps or information requests.

(15) In accordance with the SOW, the TPC shall review data and technical reports provided by CPRA pertaining to the project and use that information to the maximum extent feasible to ensure the EIS characterizes existing environmental conditions, incorporate issues identified during scoping, assesses the significance of the potential environmental effects of the Proposed Action and its alternatives (both locally and regionally), and, if necessary, identifies measures to minimize or mitigate such environmental effects consistent with the requirements of NEPA and its implementing regulations. The TPC shall also identify conflicting environmental requirements among Federal and state(s) laws, and recommend solutions to USACE, in writing, to resolve conflicts. If necessary, the TPC shall identify reasonable mitigation measures to resolve potentially significant environmental impacts; research the costs and benefits associated with implementation of each mitigation measure, and the degree to which significant environmental impacts will be avoided. USACE is responsible for independently evaluating all information submitted for use in preparing the EIS or for inclusion in the EIS, and shall determine whether such information is adequate and accurate to enable USACE to take a hard, objective look at the public interest and environmental factors under the CWA and NEPA.

(16) During the process of finalizing the Scoping Report, correcting application deficiencies, and reviewing existing studies and documents, the TPC may discover tasks (i.e., additional technical reports required to support the EIS) that are necessary for the preparation of a complete, accurate, and unbiased EIS, but which are outside of the SOW as specified in the CPRA Contract. These tasks may arise from internal review, through coordination with cooperating Federal or state agencies, or via public comment. In such event, the TPC shall prepare and submit a draft revised written SOW to CEMVN which shall contain an estimate of the impact on the schedule. The TPC shall not take any action on the task or tasks proposed to be added to the amended SOW. If CEMVN determines that the additional tasks are needed to enable the TPC to prepare a complete, accurate, and unbiased EIS, CEMVN shall provide CPRA with the proposed amended SOW and request CPRA to modify the CPRA Contract. Any alteration or modification of the CPRA Contract shall be made at CPRA's discretion and only in accordance with the terms and conditions contained in the CPRA Contract.

(17) The TPC shall prepare maps, drawings, and other graphic and visual renderings as requested by USACE showing the location of all features and facilities of the Proposed Action and related areas of disturbance and pertinent biological data. USACE staff will identify the scale of the maps as they become necessary throughout the normal processing of the EIS. At this time, USACE anticipates requiring the normal quad sheet range of maps.

(18) The TPC shall bring EIS related questions and issues to the attention of USACE in a timely manner for guidance from USACE. The TPC may not speak or make promises on behalf of USACE. All EIS preparation issues arising from performance of tasks and work in the SOW must be discussed with USACE prior to discussions by the TPC with cooperating agencies, CPRA, or others; provided that CPRA shall be permitted to participate in the EIS preparation and drafting processes to the maximum extent permitted by law.

(19) The TPC should not cite to the CPRA Applications as an authoritative reference. If material is included from the CPRA Applications, it must be independently verified by the TPC using peer reviewed source references. The impact analysis portions of the EIS should not contain text or analyses that have been cut and pasted from the Applications. CPRA should provide all figures and tables from the CPRA Applications to USACE in electronic format suitable for editing. All tables and figures in the EIS must list a source of information other than the CPRA Applications.

(20) Pre-decisional language is not permitted in the EIS. All sentences that speak of the Proposed Action and/or potential impacts must use conditional language (i.e., "would" rather than "will").

(21) USACE generally does not state "no adverse impact" if there is a possibility, no matter how slight, of an impact. All instances of "no adverse impact" shall be brought to the attention of USACE in writing by the TPC.

(22) The TPC shall ensure the security of information obtained as part of preparing the EIS to the extent required by law or as required by any consulting or cooperating party to the extent permitted by law. The TPC shall be responsible for obtaining any necessary signed confidentiality agreements from all persons, entities, and subcontractors performing any work on the EIS.

(23) The TPC may not talk to members of the press and media about the Proposed Action or the EIS. The TPC may not publish articles, blogs, social media posts, or other publications about the Proposed Action or post comments on the EIS Proposed Action website without the prior written approval of USACE. The TPC may not represent themselves as agents of the USACE. The TPC may not make presentations about the EIS or the Proposed Action without the prior written approval of USACE.

(24) TPC shall observe, abide by, and comply with all USACE, NEPA, CEQ and other applicable federal laws, regulations, policies, guidance, and mutual written agreements of the parties pertaining to preparation of the EIS and all processes relating thereto, including the work covered by this MOU, the SOW, the TPC's Proposal and the CPRA Contract.

(25) The TPC shall indemnify and hold harmless the United States of America, the Department of the Army, the USACE, and all of their employees, agents, contractors, representatives, and personnel from and against any claims, judgments, or lawsuits arising from damages alleged to have been caused by, or attributed to the conduct of the TPC in connection with the preparation of the EIS and/or any work performed or services provided directly or indirectly related to the EIS or for the environmental services described within this MOU, the SOW, and the CPRA Contract, except for damages due to the fault or negligence of the USACE or its contractors.

(26) The TPC shall indemnify and hold harmless the State of Louisiana and the CPRA, and all of their employees, agents, contractors, representatives, and personnel from and against any claims, judgments, or lawsuits arising from damages alleged to have been caused by, or attributed to the conduct of the TPC in connection with the preparation of the EIS and/or any work performed or services provided directly or indirectly related to the EIS or for the environmental services described within this MOU, the SOW, and the CPRA Contract, except for damages due to the fault or negligence of the CPRA or its employees, agents, contractors, representatives, and personnel.

B. USACE Responsibilities.

(1) USACE is the lead federal agency in the preparation of the EIS, is responsible for the management and coordination of the EIS, and for assuring compliance with all requirements of NEPA, CEQ regulations, and other federal laws, regulations and Executive Orders applicable to the conduct of the NEPA process. USACE shall ensure that the EIS is properly scoped, addresses significant environmental concerns, and analyzes a reasonable range of alternatives. USACE will perform its role, responsibilities, and tasks in accordance with the SOW as well as this MOU.

(2) USACE will direct, monitor, oversee and supervise the TPC in the preparation of the EIS and analysis including, but not limited to, public review of the analysis, analysis of public comments, and decision documentation. In exercising this responsibility, USACE will endeavor to foster cooperation among other relevant agencies and to integrate NEPA requirements with other environmental review and consultation requirements in order to avoid duplication of efforts by such agencies. However, USACE will not delegate to any other agency its authority over the scope and content of the EIS, the analysis, or approval authority.

(3) USACE shall be responsible for managing the TPC and Coordinated Project Plan's (CPP) schedule in accordance the FAST-41 (42 USC §4370m et seq.) and EO 13807. USACE as the lead Federal Agency shall be committed to issuing the Final EIS within 2 years of publication of the Notice of Intent to Prepare an EIS, and an additional 3 months following issuance of the FEIS, the Record of Decision (ROD). Schedules for additional permissions, such as the 408 ROD, and subsequent 10/404 Permit Decisions shall be mutually agreed to with CPRA and USACE pending CPRA's Engineering and Design efforts.

(4) USACE may establish an interdisciplinary team to oversee the preparation of the EIS by the TPC. Although USACE staff will generally communicate with the TPC through the TPC's EIS project manager and deputy EIS project manager, USACE reserves the right to speak directly with any member of the TPC EIS team or ask that resource area leads participate in weekly or bi-weekly management meetings to discuss specific issues.

(5) In accordance with the SOW, USACE shall review CPRA's purpose and need statement and CPRA's stated needs and goals to determine the basic and overall Proposed Action purposes. While generally focusing on CPRA's statement, USACE will exercise independent judgment in defining the purpose and need for the Proposed Action, and will be responsible for determining the issues to be carried forward for analysis, and analyzing the environmental impacts of a reasonable range of alternatives.

(6) In accordance with the SOW, USACE shall review CPRA's alternatives screening criteria (if any are proposed) and the alternatives report USACE may request the incorporation of additional alternatives and/or provide changes and comments to identify alternatives to be analyzed in the EIS by the completion of scoping. USACE shall review and approve the draft and final range of alternatives and screening criteria in the EIS.

(7) In accordance with the SOW, and as required by NEPA, USACE will give full consideration to a "No Action Alternative" and other alternatives identified that are technically and economically feasible, and address the purpose and need and significant issues. CPRA's financing of the EIS will have no bearing on the consideration given to the "No Action" or other alternatives.

(8) USACE shall directly request information from CPRA that the TPC requires for the preparation of the EIS. USACE shall independently evaluate all information submitted for use in preparing the EIS or for inclusion in the EIS submitted to USACE by CPRA and others. To the extent USACE determines that the information submitted is inadequate to enable the TPC to prepare a complete, accurate, and unbiased EIS, USACE or the TPC shall request that CPRA provide additional information. To the extent CPRA declines to provide such additional information as requested, the TPC may gather such information, at the direction of USACE, necessary to prepare a complete, accurate, and unbiased EIS. For purposes of this section, a "complete, accurate, and unbiased EIS" shall be an EIS sufficient to enable USACE to take a hard, objective look at the environmental impacts of the project and a reasonable range of alternatives.

(9) USACE will provide comprehensive oversight of the EIS preparation process to verify that the TPC thoroughly considers existing data, environmental descriptions, and analyses available from CPRA and other sources, and that the TPC does not duplicate work already completed unless USACE determines that the existing work is not adequate for the preparation of a complete, accurate, and unbiased EIS. USACE and the TPC will jointly assess whether existing work must be modified or redone. USACE and the TPC should use the information provided by CPRA to the maximum extent feasible and supplement that information only as needed to ensure USACE has

adequate information to take a hard, objective look at the environmental impacts of the project. USACE will require the TPC to provide adequate copies of all maps, reports, and draft documents to allow for a timely review.

(10) USACE shall make the final determination on the inclusion or exclusion of material in the EIS and to the content or relevance of any material, data, analyses, and conclusions in accordance with applicable laws and regulations.

(11) If appropriate, USACE may recommend modifications to CPRA for the Proposed Action to mitigate impacts to the environment. Upon concurrence from CPRA, modifications may be made to the Proposed Action to reduce or eliminate adverse effects. If any means, measures, or practices recommended by USACE are not incorporated into the Proposed Action, USACE may elect to analyze in detail an alternative that includes identified design features.

(12) As appropriate, throughout the EIS process, USACE will coordinate, organize and attend regular meetings with the parties in order to be aware of, note, address, and provide direction regarding needed actions and resolution to concerns relating to the preparation of the EIS. A monthly in person meeting, as well as a monthly conference call, will be held between USACE, CPRA, the TPC, and cooperating agencies (to the extent cooperating agencies choose to attend) to identify environmental issues that need resolution and to keep preparation of the EIS on schedule. In coordination with the TPC, USACE will arrange additional meetings and conference calls, as necessary, between USACE, CPRA, the TPC, and cooperating agencies (to the extent cooperating agencies choose to attend).

(13) In accordance with the SOW, USACE will make final effects determinations and undertake consultations required by Section 7 of the Endangered Species Act of 1973, as amended, and Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended. USACE will designate CPRA as its non-federal representative for purposes of these consultations, and will involve CPRA in these consultations to the maximum extent permitted by law. USACE is responsible for and will initiate and conduct consultation with Native American Tribes affected by the Proposed Action in compliance with the NHPA of 1966, as amended.

(14) USACE is solely responsible for the adequacy and content of the EIS, including ensuring that all pertinent environmental issues and impacts and reasonable alternatives and their impacts are adequately addressed in the EIS. USACE will determine any necessary modifications to the EIS as a result of public, cooperating agency, or CPRA submitted comments.

C. CPRA Responsibilities.

(1) CPRA shall participate in the EIS preparation and drafting processes, including development of the EIS and the analysis supporting the EIS, to the maximum extent permitted by law.

(2) CPRA shall compensate the TPC for work satisfactorily performed in the EIS SOW in accordance with the terms and conditions of the CPRA Contract. The TPC and CPRA agree that USACE is not obligated financially for any services rendered by the TPC relating to the development of the EIS for the Proposed Action.

(3) In accordance with the SOW, CPRA will be financially responsible for the development, coordination and completion of all cultural and historic clearances and biological surveys associated with the EIS. All associated field data, electronic information, and reports will be provided to the USACE. The final decision for all determinations, procedures, recommendations, methods, clearances and surveys will be made by the USACE in consultation with CPRA and other agencies that have jurisdiction by law.

(4) CPRA will provide a complete description of the Proposed Action that is the subject of the EIS, including scope, purpose and need, and any alternatives and screening criteria identified by CPRA for USACE review.

(5) CPRA will participate in meetings, site-visits and conference calls as requested by USACE and shall respond to data requests and provide review comments within the EIS schedule. CPRA will participate in monthly meetings between USACE, the TPC, and cooperating agencies (to the extent the cooperating agencies choose to participate) in order to identify environmental issues that need resolution and to keep preparation of the EIS on schedule. In addition, CPRA will participate in bi-monthly meetings and/or conference calls between the USACE and the TPC in order to identify environmental issues that need resolution and to keep preparation of the EIS on schedule. If CPRA fails to meet the EIS schedule, USACE may adjust the EIS schedule to the extent necessary.

(6) CPRA will participate in the identification of means, measures, or practices that would reduce or eliminate impacts as requested by USACE.

(7) CPRA will comply with all federal, state, and local laws and regulations and will obtain all required permits that apply to the Proposed Action that is the subject of the EIS.

(8) CPRA may not direct the interpretation, modification or inclusion of any data, evaluations, or other materials pertinent to the preparation of the EIS, either directly or indirectly through a third party. USACE will make the final determination on the inclusion or deletion of any material in the EIS; provided that CPRA shall be permitted to participate in the preparation of the EIS to the maximum extent permitted by law.

(9) Consistent with Article III (4) above, CPRA may communicate directly with the TPC on CPRA Contract issues such as required progress monitoring reports, invoicing, and payment-related matters; all other communications with the TPC must include USACE staff. If billing or CPRA Contract issues involve EIS management or NEPA issues, the communication must cease until USACE staff has been allowed to participate in the discussion.

(10) CPRA will be responsible for providing technical and environmental information that is needed for EIS preparation to USACE. CPRA will provide an electronic Document Matrix and electronic copies of all documents included in the Document Matrix to both USACE and the TPC at the EIS Kickoff Meeting. As additional studies are completed, CPRA will provide electronic copies of those studies to USACE for review and distribution to the TPC. In accordance with the SOW, CPRA shall provide a series of studies and reports to support the preparation of the EIS.

(11) CPRA shall review and provide comments on EIS documents to USACE in writing per the agreed upon SOW. CPRA also agrees to provide other data necessary for preparation of the EIS or supporting materials to USACE as requested in a timely fashion.

(12) In the event of a challenge to the legality or adequacy of USACE's compliance with NEPA with respect to the third party contracting process, the CPRA Contract, and/or CPRA's procurement and selection of the TPC, the parties agree to make available to each other and the state or federal government, all pertinent non-privileged information under their control, and to the extent reasonable, discuss such information with each other, and to testify at depositions or trials regarding such information, provided, however, that nothing in this paragraph shall prevent or limit in any way, any party's rights or interests under state or federal law.

(13) CPRA shall observe, abide by, and comply with all USACE, NEPA, CEQ and other applicable state and federal regulations, laws, policies and guidance pertaining to preparation of the EIS and all processes relating thereto, including the work covered by this MOU, the SOW, the TPC's Proposal and the CPRA Contract.

(14) CPRA shall indemnify and hold harmless the United States of America, the Department of the Army, the USACE, and all of their employees, agents, contractors, representatives, and personnel from and against any claims, judgments, or lawsuits arising from damages alleged to have been caused by, or attributed to, the conduct of CPRA, including any agents, independent contractors, and subcontractors of CPRA, in connection with the preparation of the EIS and/or any work performed or services provided directly or indirectly related to the EIS or for the environmental services described within this MOU, the SOW, and the CPRA Contract, except to the extent any such damages are due to the fault or negligence of the USACE or TPC or their employees, agents, contractors, representatives, and personnel.

(15) CPRA agrees to provide written notice of any CPRA Contract termination to USACE. Termination of the CPRA Contract may only be made in accordance with the terms and conditions therein.

ARTICLE IV- PRIMARY POINTS OF CONTACTS

Within 30 calendar days after the execution of this MOU, each party shall designate a Principal Representative to serve as its primary point of contact on matters relating to this MOU and shall provide all other parties with the name, title/position, address, work

telephone number, cell telephone number, fax number and email address. Additional representatives may also be appointed by the parties to serve as technical points of contact. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile or electronic transmission of any signed document and retransmission of any signed transmission shall be the same as the delivery of an original document.

Any request, demand, or other communication required to be given under this MOU shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the CPRA: Executive Director
Louisiana Coastal Protection and Restoration
Authority
P.O. Box 44027
Baton Rouge, LA 70804-4027

If to the CEMVN: District Engineer
U.S. Army Corps of Engineers
New Orleans District
7400 Leake Avenue
New Orleans, LA 70118

If to the TPC: **TO BE INSERTED**

A party may change the address to which such communications are to be directed by giving written notice to the other parties in the manner provided in this Article. Any request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven (7) calendar days after it is mailed.

ARTICLE V- COMMUNICATION PROTOCOL

A. Generally Communication.

Communication strategies and protocols have been established in this MOU to ensure and maintain the integrity of the NEPA process by precluding any source of bias in the formulation of the EIS, as well as by averting any potential appearance of improper influence. However, these protocols are not intended to be so restrictive as to eliminate efficiency from the information exchange process. The following is not an exhaustive list of communication limitations and documentation procedures, but includes the general policies and practices necessary to preserve the independence and integrity of the EIS preparation, evaluation and decision-making processes. The parties will follow the following communication protocols during the development of the EIS:

(1) To the extent allowable by state or federal law, oral and written communications among USACE and the TPC shall be protected from disclosure consistent with the deliberative process privilege. Individuals who disclose this kind of information to the public and/or CPRA will be excluded from further participation in the analysis.

(2) USACE has final authority to provide technical instructions and guidance to the TPC relative to preparation of the EIS, compliance with federal laws, policies, regulations, and procedures, impact assessments, data interpretation, and conclusions. Direction to and of the TPC is the exclusive responsibility of USACE. The TPC may neither take nor request direction or guidance from CPRA, including any of CPRA's representatives, consultants, agents, and attorneys, other than as specified by the CPRA Contract and within this MOU or SOW, on any aspect of the EIS preparation.

(3) Except as otherwise provided herein, USACE shall be solely responsible for directly communicating the status of the EIS to CPRA. Prior to initiating any communication between the TPC and CPRA, the USACE Primary Point of Contact or his/her authorized designee must be notified in writing. Any type of contact or communication between the TPC and CPRA not including a member of the USACE staff must be documented by the TPC through e-mail, memoranda, conversation records, or other notes as appropriate and be made part of the Administrative Record. This documentation is the responsibility of the TPC and is to be compiled in the Administrative Record with dated copies provided to USACE and CPRA.

(4) CPRA may communicate directly with the TPC on billing and CPRA Contract issues. Unless otherwise agreed to in writing by the TPC and USACE, all other communications between CPRA and the TPC must include USACE personnel. If CPRA Contract matters involve EIS management or NEPA issues (EIS schedule, regulatory clock stop/start dates, outstanding data gaps, etc.), the communication must cease until USACE staff have been contacted and asked to participate in the discussion.

(5) CPRA will not direct the interpretation, modification or inclusion of any data, evaluations, or other materials pertinent to the preparation of the EIS. USACE will make the final determination on the inclusion or deletion of any material in the EIS. CPRA shall provide its proposed purpose and need for the Proposed Action with its Application and shall be permitted to comment on any changes to that purpose and need proposed by CEVMN.

(6) Ex-parte communication refers to exchanges between CPRA and the TPC which are not otherwise disclosed, authorized or previously revealed to USACE. Ex-parte communications can be written or oral, are off-the-record, and deal with the merits of the EIS and the Proposed Action. Ex-parte communications between CPRA, non- governmental entities (e.g., NGOs, members of the public, industry stakeholders) and the TPC are strictly prohibited. If an ex-parte communication occurs, the TPC shall immediately report the ex-parte communication in writing to USACE.

B. The EIS SOW Deliverable Review Process.

The following process shall be followed for all draft and final documents, deliverables, work products, including but not limited to, agendas, minutes, notices, meeting and review plans, scoping reports, schedules, public and other notices, appendices, technical reports, supporting documents, and other publications, materials, and findings prepared by or on behalf of the TPC and prior to the finalization, approval and release of any document by USACE.

(1) The TPC must submit all draft and final documents, deliverables, work products, including but not limited to, agendas, minutes, notices, meeting and review plans, scoping reports, schedules, public and other notices, appendices, technical reports, supporting documents, and other publications, materials, and findings prepared by or on behalf of the TPC directly to USACE without first filtering the information through others, specifically including but not limited to CPRA and cooperating agencies.

(2) The TPC shall revise all draft and final documents as necessary from USACE's independent review and comment and submit the revised draft documents to USACE. After receiving written approval and authorization to release from USACE, the TPC shall submit the revised draft document to USACE. USACE will provide the revised draft document to CPRA and cooperating agencies for review and comment. Once USACE has received all comments from CPRA and cooperating agencies, USACE will provide the comments to the TPC to review and recommend how to address the comments. After USACE issues written approval and authorization, the TPC will incorporate CPRA and cooperating agency comments into the final document and distribute the final document to USACE, CPRA, and cooperating agencies.

(3) CPRA and the cooperating agencies shall have a reasonable time based on the scope and complexity of the document and the comments and revisions to provide USACE with written comments and proposed revisions. The comment period will be established by USACE prior to the release of the draft or final document, including the means and methods of comment submissions and the comment deadline. Comments and revisions not provided in writing will not be addressed or considered.

(4) Upon expiration of the comment period, the TPC and USACE shall evaluate the written comments received and the TPC, under the direction of USACE, shall draft proposed responses and/or identify issues with any comment(s). The TPC, in coordination with USACE, shall schedule a meeting with USACE, CPRA and the cooperating agencies to discuss all comments and attempt to resolve any issues.

(5) Following the meeting, the TPC in consultation with USACE, shall revise the draft or final document and submit the revised draft or final document to USACE.

ARTICLE VI- DOCUMENTS AND DELIVERABLES CREATED IN THE DELIBERATIVE PROCESS AND THE PREPARATION OF THE FINAL EIS

A. Public Disclosure of Documents and Materials.

The Parties to this MOU acknowledge that there will be some notes, drafts, and other deliberative documents produced during the course of drafting the EIS and related NEPA documents that are exempt from public disclosure under the Freedom of Information Act (FOIA). Generally, during the drafting of an EIS, the USACE has exercised its deliberative process exemption pursuant to 5 U.S.C. §552(b)(5) for, but not limited to, the following documents: preliminary draft EIS chapters, comments to preliminary draft EIS chapters, draft documents relating to ESA consultation, and correspondences regarding ESA consultations. USACE will be responsible for responding to all public information requests pursuant to the FOIA and to the extent permitted by law, will maintain confidentiality of all information, documents, and materials used in the development of the EIS in accordance with FOIA, USACE policies, legal decisions, related regulations, and other applicable federal laws. If CPRA receives a public records request under Louisiana Public Records Act (La. R.S. 44:1, et seq.) for any documents covered under this paragraph, CPRA will provide notice to USACE within 10 business days of receipt of such request and CPRA may release any such documents in its possession unless USACE has asserted any and all applicable deliberative process exemptions within 20 business days of the mailing of such notice.

B. Ownership of Documents and Materials.

1. USACE shall have sole ownership rights, including copyright ownership, over any draft work product resulting from the preparation of the EIS, including but not limited to, all data, reports, information, manuals, and computer programs, or other written, recorded, photographic, or visual materials or other deliverables in draft form produced by USACE or the TPC during the preparation of the EIS. Such documents and materials shall be deemed government works for purposes of the Copyright Act (See 17 U.S.C. 105).
2. USACE and the State shall have dual ownership rights and use over any documents and materials which are designated as final documents, materials, and deliverables, including any and all documents and materials attached to or referenced by final deliverables. CPRA shall retain sole ownership and control over any CPRA Contract-required deliverables including, but not limited to, progress monitoring reports, invoices, and payment-related documents and materials.
3. The TPC shall not retain ownership interest in any work product, draft or final, resulting from this Contract.

ARTICLE VII - DISPUTE RESOLUTION

A. The parties agree that, in the event a dispute arises as to the performance of any function under this MOU, they will use their best efforts to resolve the dispute by informal means, including without limitation, mutually agreeable, non-binding alternative dispute resolution processes. If the alternative dispute resolution process has been utilized and has been exhausted, the parties may avail themselves of any remedies available at law or

equity. The existence of a dispute shall not excuse the parties from performing their obligations under this MOU.

B. Establishing Dispute Resolution Points of Contact.

To ensure that the Parties can quickly identify and resolve any disagreements or disputes that might delay the environmental review and authorization processes or result in duplication in the federal review and authorization processes for the Proposed Action, this MOU establishes a Primary Contact for dispute resolution for each Party and sets forth Dispute Resolution Protocols. The Primary Contacts for dispute resolution shall be the same as identified in Article IV above.

This MOU does not confer on these Primary Contacts any powers or authorities that these officials do not currently possess under the laws of the United States and the State, and is not in lieu of informal, regular communications to avoid disputes. Rather, these Primary Contacts are expected to be in regular contact with each other and are charged with identifying and resolving issues expeditiously that may arise in the permitting process that could either delay the environmental review of the Proposed Action or lead to duplicative and wasteful permitting efforts.

C. Dispute resolution process per FAST-41 for disputes related to the CPP and permitting timetable.

Consistent with FAST-41, unless otherwise provided by law, rule, regulation, guidance, or mutual agreement of the parties, any disputes related to the CPP shall first be mediated by CPRA, the FPISC Executive Director, and the CERPO for the relevant Federal agency. If the dispute remains unresolved after 30 days, the Director of the Office of Management and Budget (“OMB”), in consultation with CEQ, shall seek to facilitate resolution of the dispute within 60 days of the date when the dispute was originally raised with the FPISC Executive Director. Any action taken by the Director of OMB shall be final and conclusive and not subject to judicial review pursuant to 42 U.S.C § 4370m-2(c)(2)(C)(iii).

ARTICLE VIII - MODIFICATION AND AMENDMENT

In light of circumstances encountered during EIS development, modifications, amendments, and supplements to this MOU may be necessary. This MOU may be modified, amended, or supplemented in writing by mutual agreement of all three parties.

ARTICLE IX - NON-FUND-OBLIGATING DOCUMENT

This instrument is neither a fiscal nor a funds-obligation document. Any endeavor involving reimbursement or contribution of funds between the parties will be handled in accordance with applicable laws, regulations, and procedures including those for federal government procurement and printing. Such endeavors will be outlined in separate agreement(s) that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for non-competitive award to the cooperator of any contract or other agreement.

ARTICLE X - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the parties each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XI -THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

ARTICLE XII-OBLIGATIONS OF FUTURE APPROPRIATIONS

The CPRA intends to fulfill fully its obligations under this Agreement. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the Legislature of the State of Louisiana where creating such an obligation would be inconsistent with Article 3, Section 16(A) of the 1974 Constitution of the State of Louisiana, as applicable.

ARTICLE XIII- EFFECT OF AGREEMENT

This MOU does not in any manner affect statutory authorities and responsibilities of the signatory parties. This MOU is not intended, nor may it be relied upon, to create rights in extrinsic persons or entities, enforceable in litigation with the United States, the State of Louisiana, or any party hereto.

ARTICLE XIV - EFFECTIVE DATE

This MOU shall become valid only when signed by all parties. The effective date for this MOU shall be the date it is signed by the USACE, District Engineer for the New Orleans District.

ARTICLE XV- TERMINATION

A. This MOU may be terminated prior to expiration by USACE or CPRA. This MOU may be terminated by the TPC only with the written consent of the USACE and CPRA. Each party may initiate termination upon 30 calendar day's written notice to the other parties. During the intervening 30 calendar days, the parties agree to actively attempt to resolve any outstanding disputes or disagreements.

B. In the event CPRA withdraws its Applications for the Proposed Action, USACE shall be under no obligation to initiate preparation of the EIS for the Proposed Action or to take any

other action regarding NEPA and all other applicable Federal laws and regulations. This MOU shall automatically terminate upon CPRA's withdrawal of its Application for the Proposed Action. CPRA understands that withdrawal of its Application for the Proposed Action will end the NEPA process and in such event, CPRA will be responsible for costs incurred by the TPC in terminating the NEPA process.

C. In the event of termination, the TPC shall deliver to USACE and to CPRA, all non-proprietary and non-confidential documentation developed by or in possession of the TPC in paper or electronic format. In addition, CPRA shall require the TPC to submit to USACE in paper or electronic format, the environmental work and analyses (i.e. field data, reports, GIS data etc.) done by the TPC prior to termination of the MOU and CPRA Contract.

D. USACE can recommend termination of this MOU and the CPRA Contract to CPRA, if the TPC, or any of its subcontractors: (a) Fails to commit sufficient resources for timely completion; (b) Fails or refuses to complete work tasks as specified by the MOU, SOW, or in the CPRA Contract; or (c) Fails to identify any pre-existing or new OCI(s).

E. Any recommendation by USACE to CPRA for contract termination must be made in writing with a copy provided to the TPC. In the event that the CPRA Contract is terminated by CPRA, CPRA will submit a recommendation to USACE on execution of a new contract with another third-party contractor. However, CPRA must solicit and select a new third party contractor in accordance with Louisiana public bid law.

F. In the event of a termination prior to complete performance of the CPRA Contract and the completion of the entire SOW, the TPC will immediately transfer all Administrative Record materials and interim documents to USACE. If USACE has concerns related to performance of the TPC, USACE will submit those concerns in writing to CPRA for resolution. Any dispute resolution and termination of the CPRA Contract shall be made in accordance with the terms and conditions contained therein.

IN WITNESS WHEREOF, the parties have executed this MOU, which shall become effective upon the date it is signed by the District Engineer.

**THE U.S. ARMY CORPS OF ENGINEERS NEW ORLEANS DISTRICT
COASTAL PROTECTION AND RESTORATION AUTHORITY**

BY:

MICHAEL N. CLANCY Colonel, U.S. Army District
Engineer

BY:

MICHAEL S. ELLISON
Executive Director

Date: _____

Date: _____

Third Party Contractor

BY: _____

[Printed Name]

Title: _____

Date: _____

ATTACHMENTS

- A SCOPE OF WORK
- B TPC EXECUTED ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION
- C TPC ON-GOING ORGANIZATIONAL CONFLICT OF INTEREST OBLIGATIONS
- D TPC EIS PROJECT TEAM ROSTER WITH CONTACT INFORMATION

ATTACHMENT 10: ORGANIZATIONAL CONFLICTS OF INTEREST

All prospective third party contractors submitting proposals (Proposers) must submit as part of their proposal, a Proposer's Organizational Conflicts of Interest Disclosure Certification (OCI Disclosure Certification), in which the Proposer specifies, consistent with NEPA regulations, that they have no financial or other interest in the outcome of the Preparation of the Environmental Impact Statement (EIS) for CPRA's Mid-Breton Sediment Diversion (Proposed Action), which subject of the Scope of Work for this solicitation. An Organizational Conflict of Interest (OCI) exists when the nature of the work to be performed may, without some restriction on future activities:

- a) result in an unfair competitive advantage to a contractor; or
- b) impair the contractor's objectivity in performing the CPRA contract work (the preparation of an EIS for the Proposed Action) which is the subject of this solicitation.

OCIs may exist where, in the opinion of USACE, the third-party contractor, its affiliates, and/or its key personnel have a past, present, or ongoing financial interest in the work to be covered by this third-party contract, or have an ongoing relationship with any entity or affiliate connected to the preparation of the EIS. The term "affiliates" means business concerns which are affiliates of each other when one concern or individual controls or has the power to control another, either directly or indirectly, or when a third party controls or has the power to control both. For example, an OCI may exist if the contractor:

- a) has been involved with CPRA in the preparation of the EIS or any actions connected with the preparation of the EIS before it is proposed to USACE, or while the final EIS is pending before USACE prior to the issuance of a Record of Decision; and/or
- b) has an ongoing relationship with the CPRA or any of the CPRA's affiliates; and/or
- c) would be called on to review its own prior work; and/or
- d) has a financial or other interest in the outcome of USACE's decision in either denying or issuing a permit for the Proposed Action (pursuant to one of the USACE regulatory authorities, i.e., Section 10/404 and/or Section 408) which is the subject of the EIS. The Council on Environmental Quality (CEQ) Regulations defines the term "financial or other interest" in the outcome "broadly to cover any known benefits other than general enhancement of professional reputation." Forty Most Asked Questions Concerning CEQ's National Environmental Policy Act Regulations, 46 Fed. Reg. 18,026, 18,027 (1981).

The executed OCI Disclosure Certification must be accompanied by the additional referenced statements explaining in detail the internal processes undertaken by the Proposer to conduct its internal OCI inquiry and review. Further, the OCI Disclosure Certification should also be accompanied by a list of all entities, or affiliates thereof, that are connected to the proposed preparation of the EIS ("connected entities") with which the Proposer or its subcontractors have had a relationship (e.g., financial, contractual, personal, or organizational relationships, including any ownership interests) or are planning to have a relationship in the future concurrent with this Scope of Work, if any. The list must describe the nature of each such

relationship; the period of the relationship; and the extent of the relationship (such as the value of financial interest of work, or the percent of total holdings or total work, etc.). It must also indicate any possible future financial and work transactions that may result from these relationships. Proposers must state whether or not they believe that the relationships detailed on the list are, or may be, an OCI, real or reasonably perceived, and if so, to what extent. If such a potential OCI is found, a detailed conflict mitigation plan to address and resolve the OCI should be included in the proposal. Any conflict mitigation plan proposed by the Proposer should describe the mechanism(s) to be used to minimize and/or appropriately isolate the effects of any subcontractors must follow the same procedures as above, including submitting an OCI Disclosure Certification and mitigation plan to resolve any real or reasonably perceived OCIs.

It is the policy of USACE to identify and avoid, or to mitigate, an OCI before concurring in the selection of a third party contractor. USACE will consider whether there are conflicting roles (including potential financial involvement) which might bias a Proposer's judgment in relation to its work for USACE, and whether the Proposer may be given an unfair competitive advantage. If the conflict cannot be resolved through a mitigation plan, the Proposer will be ineligible for further consideration prior to the evaluation of the responses to the RFP. USACE will evaluate the OCI Disclosure Certification and accompanying materials, including any disclosed potential OCI and related conflict mitigation plans, of any Proposers (and their subcontractors) that may be considered for provisional selection. USACE may seek additional information from the Proposer, or otherwise require changes or supplements to the OCI Disclosure Certification(s) and accompanying materials, in order to make an initial determination as to whether the Proposer and its subcontractors are capable of impartially performing the environmental services required under the contract.

The third-party contractor will also have a continuing obligation to identify any OCI, real or reasonably perceived, that may arise. An OCI may arise for any number of reasons, including changes in corporate identity (including changes in affiliation, structure, or ownership), changes to the contract, or offers of new work. If during the performance of its work the third-party contractor contemplates, discovers, or develops (whether or not by its own actions), a relationship (e.g., a financial, contractual, personal, or organizational relationship, including any ownership interest), with any connected entities, the third-party contractor must notify USACE and, if deemed necessary by USACE, develop a conflict mitigation plan. 40 C.F.R. Section 1506.5(c) prohibits a person or entity entering into a contract with a federal agency to prepare an EIS when that party has at that time and during the life of the contract, pecuniary or other interests in the outcomes of the proposal. Thus, a firm which has an agreement to prepare an EIS for a Proposed Action cannot, at the same time, have an agreement to perform the construction, nor could it be the owner of the construction site. However, if there are no such separate interests or arrangements, and if the contract for EIS preparation does not contain any incentive clauses or guarantees of any future work on the Proposed Action, it is doubtful that an inherent conflict of interest will exist." *Guidance Regarding NEPA Regulations*, 48 Fed. Reg. 34,263, 34,266 (CEQ 1983).

OCI Questionnaire

If you answer "Yes" to any of the questions below, you must complete the OCI Disclosure Statement.

1. Will you (or your organization) be involved in the preparation of the Environmental Impact Statement ("EIS") which is identified in the Scope of Work for which this solicitation is seeking a third party contractor, in any manner other than preparing the EIS, if selected?

No.

Yes. The portion of the proposed Scope of Work; the proposed hours and dollar value; and the type of involvement are fully disclosed on the attached pages.

2. What is (are) the major type(s) of business conducted by you (or your organization)? Please reply on the attached pages.

3. Do you (or your organization) have any affiliates? All questions in the questionnaire apply to affiliates as well. Whenever possible, each affiliate should submit a separate questionnaire. However, in the event each affiliate does not submit a separate questionnaire (for instance, to avoid completing a large number of questionnaires), this questionnaire must incorporate information regarding all affiliates.

No.

Yes. The name and a description of the major type(s) of business that each affiliate conducts are disclosed on the attached pages.

4. Will any of the following be involved in the Scope of Work for which this solicitation is seeking a third party contractor to prepare an EIS: (a) any entities owned or represented by you (or your organization); (b) your organization's Chief Executive or any of its directors; or (c) any affiliates?

No.

Yes. A full disclosure and discussion is given in the attached pages.

5. Within the past 3 years have you (or your organization) had a direct or indirect relationship (financial, organizational, contractual or otherwise) with any business entity that could be affected by the preparation of the EIS for the Proposed Action under this solicitation?

No.

Yes. List the business entity(ies) showing the nature of your relationship (including the dates of the relationship, and the dollar value of any financial relationship) and how it would be affected by the preparation of the EIS under this

solicitation for the Proposed Action.

6. What percentage of your total income for the current and preceding fiscal years resulted from arrangements with any of the entities identified in Question 5 above?

% For the current fiscal year - from / / to / / .

% For the preceding fiscal year - from / / to / / .

% For the second preceding fiscal year - from / / to / / .

7. Do you (or your organization) currently have or have you had during the last 6 years any arrangements (for example, contracts and cooperative agreements) awarded, administered, or funded -- wholly or partly -- by the USACE or any other Federal agency which relate to the Scope of Work to be performed in this solicitation?

No.

Yes. A full disclosure and discussion is given on the attached pages.

8. Do you (or your organization) have or have you ever had any contracts, agreements, special clauses, or other arrangements which could prohibit you (or your organization) from proposing work to be performed in this solicitation or any portion thereof?

No.

Yes. A full disclosure and discussion is given on the attached pages.

9. Do you (or your organization) have any involvement with or interest (direct or indirect) in technologies which are or may be subjects of the contract, or which may be substitutable for such technologies?

No.

Yes. A full disclosure and discussion is given on the attached pages.

10. Could you (or your organization), in either your private or Federal Government business pursuits, find use for information acquired in the performance of the Scope of Work under this solicitation; such as: (a) data generated under the contract? (b) Information concerning plans and programs? (c) Confidential and proprietary data of others?

No.

Yes. A full disclosure and discussion is given on the attached pages.

11. In performing the Scope of Work sought by this solicitation, would you (or your organization) evaluate or inspect your own services or products, or the services or

products of any other entity that has a relationship (such as client, organizational, financial, or other) with you (or your organization)? This could include evaluating or inspecting a competitor's goods and services.

No.

Yes. A full disclosure and discussion is given on the attached pages.

12. To avoid what you perceive as a possible OCI, do you (or your organization) propose to: exclude portions of the Scope of Work sought by this solicitation; employ special clauses; or take other measures?

No.

Yes. A full discussion is given on the attached pages.

I hereby certify that I have authority to represent my organization and that the facts and representations presented on the pages of this questionnaire and on the pages of the attachment(s) to it and my OCI Disclosure Certification are accurate and complete.

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Date: _____

**COMPLETE EITHER THE REPRESENTATION CERTIFICATION OR
THE DISCLOSURE CERTIFICATION-- NOT BOTH**

OCI Representation Certification
(Proposer has no OCI-related information to report)

After being duly sworn, I _____, certify that as (title/position) and the authorized agent and representative of (name of third party contractor) (Organization), I have the express authority to execute this Certification on behalf of the Organization. I hereby certify [as a representative of my Organization], that, to the best of my knowledge and belief, no facts exist relevant to any past, present or currently planned interest or activity (financial, contractual, personal, Organizational or otherwise) that relate to the preparation of the Environmental Impact Statement for the Proposed Action which is the subject of the Scope of Work sought by this solicitation; and bear on whether I have [or my Organization and any of its affiliates has) a possible conflict of interest with respect to: (1) being able to render impartial, technically sound, and objective assistance or advice; or (2) being given an unfair competitive advantage. **I have also provided a detailed description of the internal processes undertaken to conduct our internal OCI review for the purposes of ensuring there are no such facts on the attached page(s).** I am submitting this Certification under penalty of perjury on behalf of myself, individually, and the Organization.

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Date: _____

Parish/County of: _____

State of: _____

Signs and sworn to before me this _____ day of _____,

20__ by _____

(Notary Seal) Notary Public

Printed Name: _____

Title: _____

Residing at: _____

My Commission Expires: _____

OCI Disclosure Certification
(Proposer has OCI-related information to report)

After being duly sworn, I _____, certify that as (title/position) and the authorized agent and representative of (name of third party contractor) (Organization), I have the express authority to execute this Certification on behalf of the Organization. I hereby certify [or as a representative of my Organization] that, to the best of my knowledge and belief, all relevant facts -- concerning past, present or currently planned interests or activities (financial, contractual, Organizational or otherwise) that relate to the proposed work and bear on whether I have [or the Organization has] a possible conflict of interest with respect to: (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage are fully disclosed on the attached page(s).** I am submitting this Certification under penalty of perjury on behalf of myself, individually, and the Organization.

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Date: _____

Parish/County of: _____

State of: _____

Signs and sworn to before me this _____ day of _____,

20__ by _____

(Notary Seal) Notary Public

Printed Name: _____

Title: _____

Residing at: _____

My Commission Expires: _____

**** Format the attachment as follows:**

- Divide the following data into four parts: organizational, contractual, financial, and other;
- The company, agency or organization in which there is a past, present, or currently planned interest or activity (financial, contractual, organizational or otherwise);
- Brief description of relationship;
- Period of relationship;
- Extent of relationship (e.g., value of financial interest of work; percent of total holdings, total work, etc.); and,
- Mitigation plan, as necessary.

THIRD PARTY CONTRACTOR'S ONGOING OCI OBLIGATIONS CERTIFICATION

Instructions: Ongoing OCI Certifications may be requested throughout the duration of the project, at the request of the TPC, CPRA, USACE or any other entity. The Ongoing OCI Disclosure Information Form (Form A herein) shall be submitted along with the original OCI package, if an Ongoing OCI Disclosure request is initiated.

After being duly sworn, I _____, certify that as (title/position) and the authorized agent and representative of (name of third party contractor) (Organization), I have the express authority to execute this Certification on behalf of the Organization. I recognize that Organizational Conflicts of Interest (OCI) are an ongoing obligation of the Organization pursuant to the Council of Environmental Quality Regulations at 40 C.F.R. 1506.5 and the Coastal Protection and Restoration Authority (CPRA) Contract No. _____, (CPRA Contract) that my Organization was awarded for the preparation of an Environmental Impact Statement (EIS) for the proposed Mid-Breton Sediment Diversion Project of CPRA.

On behalf of the Organization, I shall ensure that during the period of the CPRA Contract, the Organization shall continue to regularly make diligent inquiries regarding the finances and work of the Organization, the employees of the Organization, and the subcontractors of the Organization who perform work under the CPRA Contract, to ensure that no person or entity working on the CPRA Contract and/or the EIS has any financial or other interest in the outcome of the EIS or the CPRA Contract, and that the performance of the work pursuant to the CPRA Contract will not result in an unfair competitive advantage to the Organization or impair the Organization's objectivity in performing the work of the CPRA Contract. Should I, or the Organization, become aware of any real or reasonably perceived potential OCIs during the performance of the CPRA Contract, either I or another authorized agent or representative of the Organization, will advise CPRA, the CPRA Board, and USACE in writing of the actual or potential OCI, and the Organization shall propose a plan for mitigation or explain why none is needed. **I have provided a detailed description of the internal controls for ensuring an OCI does not arise during the preparation of the EIS and the CPRA Contract period on the attached page(s).** I am submitting this Certification under penalty of perjury on behalf of myself, individually, and the Organization.

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Date: _____

Parish/County of: _____

State of: _____

Signs and sworn to before me this _____ day of _____,

20__ by _____

(Notary Seal) Notary Public

Printed Name: _____

Title: _____

Residing at: _____

My Commission Expires: _____

Form A: Ongoing OCI Disclosure Information (INSERT #) (INSERT DATE)

<INSERT DETAILED DESCRIPTION OF OCI DISCLOSURE INFORMATION AND ASSOCIATED INTERNAL CONTROLS.>

In light of the above information, this email confirms _____'s commitment that no apparent conflict of interest exists with regarding to participation on this contract.

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Date: _____

Parish/County of: _____

State of: _____

Signs and sworn to before me this _____ day of _____,

20__ by _____

(Notary Seal) Notary Public

Printed Name: _____

Title: _____

Residing at: _____

My Commission Expires: _____