REQUEST FOR PROPOSAL

MID-BASIN SEDIMENT DIVERSION PROGRAM
(LA-0276, BA-0153, and BS-0030)
PROGRAM/PROJECT MANAGEMENT SUPPORT SERVICES

RFP #: 3000013156

PROPOSAL DUE DATE/TIME: AUGUST 8, 2019 @ 3:00 PM

State of Louisiana
COASTAL PROTECTION AND RESTORATION AUTHORITY

JUNE 28, 2019

TABLE OF CONTENTS

PART 1. ADMINISTRATIVE AND GENERAL INFORMATION
1.1 Purpose ... 4
1.2 Background ... 4
1.3 Goals and Objectives ... 6
1.4 Term of Contract ... 6
1.5 Definitions & Acronyms ... 6
1.6 Schedule of Events ... 7
1.7 Proposal Submittal ... 7
1.8 Qualifications for Proposer ... 8
1.8.1 Desirable Qualifications ... 8
1.9 Proposal Response Format ... 8
1.9.1 Volume I – Technical Proposal and Cost Rates ... 8
A. Cover Letter ... 8
B. Table of Contents ... 8
C. Executive Summary ... 8
D. Certification Statement ... 8
E. Company Background and Experience ... 9
F. Approach and Methodology ... 9
G. Proposed Staff Qualifications ... 9
H. Louisiana Veteran and Hudson Initiative ... 9
I. Cost Proposal ... 11
J. Outsourcing of Key Internal Controls. ... 12
K. Subcontractors. ... 12
L. Insurance. ... 12
1.9.2 Volume II – Financial Information ... 12
1.10 Number of Copies of Proposals ... 12
1.11 Technical, Cost Proposals, and Financial Information ... 13
1.12 Legibility/Clarity ... 13
1.13 Confidential Information, Trade Secrets and Proprietary Information ... 13
1.14 Proposal Clarifications Prior to Submittal ... 14
1.14.1 Pre-Proposal Conference ... 14
1.14.2 Proposer Inquiries ... 14
1.14.3 Blackout Period ... 14
1.15 Errors and Omissions in Proposal ... 15
1.16 Changes, Addenda, Withdrawals ... 15
1.17 Withdrawal of Proposal ... 16
1.18 Waiver of Administrative Formalities ... 16
1.19 Proposal Rejection/RFP Cancelation ... 16
1.20 Ownership of Proposal ... 16
1.21 Cost of Offer Preparation ... 16
1.22 Taxes ... 16
1.23 Determination of Responsibility ... 17
1.24 Use of Subcontractors ... 17
1.25 Written or Oral Discussions/Presentations ... 17
1.26 Acceptance of Proposal Content ... 17
1.27 Evaluation and Selection ... 18
1.28 Best and Final Offers (BAFO) ... 18
1.29 Contract Award, Negotiation, and Execution ... 18
1.30 Notice of Intent to Award ... 18

1.31 Right to Prohibit Award 19
1.32 Insurance Requirements 19
1.32.1 Contractor's Insurance 19
1.32.2 Compensation Insurance 19
1.32.3 Commercial General Liability Insurance 20
1.32.4 Licensed and Non-Licensed Motor Vehicles 20
1.32.5 Subcontractor's Insurance 20
1.32.6 Errors & Omission 20
1.32.7 Acceptability of Insurers 20
1.32.8 Verification of Coverage 21
1.33 Indemnification and Limitation of Liability 21
1.34 Payment 22
1.34.1 Electronic Vendor Payment Solutions 22
1.35 Termination 23
1.35.1 Termination of the Contract for Cause 23
1.35.2 Termination of the Contract for Convenience 23
1.35.3 Termination for Non-Appropriation of Funds 23
1.36 Assignment 23
1.37 Right to Audit 23
1.38 Civil Rights Compliance 24
1.39 Record Ownership 24
1.40 Entire Agreement/Order of Precedence 24
1.41 Contract Modifications 24
1.42 Substitution of Personnel 24
1.43 Governing Law 25
1.44 Claims or Controversies 25
1.45 Code of Ethics 25
1.46 Corporate Requirements 25
1.47 Prohibition of Discriminatory Boycotts of Israel 25

PART 2. SCOPE OF SERVICES
Scope of Services 26
PART 3. EVALUATION
3.1 Company Background and Experience 29
3.2 Approach and Methodology 30
3.3 Proposed Staff Qualifications 30
3.4 Louisiana Veteran and Hudson Initiative 30
3.5 Cost Evaluation 31
PART 4. PERFORMANCE STANDARDS
4.1 Performance Requirements 32
4.2 Performance Measurement/Evaluation/Monitoring Plan 32
4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements 32
ATTACHMENTS
Attachment I, Certification Statement 33
Attachment II, Required Rate Schedule 35
Attachment III, Sample Contract 37
Attachment IV, Electronic Vendor Payment Solution 58

PART 1: 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 program/project management support services as part of the Mid-Basin Sediment Diversion Program, which involves the complete implementation of the Mid-Barataria and Mid-Breton Sediment Diversion Projects. CPRA will award a single contract and authorize scopes of work on a task order basis under the contract.

Anticipated services in the RFP will include program and project management services for the Mid-Basin Sediment Diversion Program implementation including but not limited to: program management, grant proposal development, program controls, scheduling, cost control, change management, communications, document management, operations, outreach and engagement, performance monitoring and reporting, policy and standard development, risk management, electronic document/database hosting, program delivery plan, permitting planning, land acquisition planning, health and safety planning, and quality control management. The Proposer would be directly integrated with CPRA Mid-Basin Sediment Diversion program staff. The Proposer will be expected to embed staff at the CPRA office or a designated CPRA co-located office.

CPRA considers any firm affiliated with the Engineering & Design, Environmental Impact Statement (EIS), Independent Cost Estimator and Construction Management At-Risk (CMAR) contracts or tasks for both Mid-Barataria and Mid-Breton Sediment Diversion Projects to be ineligible for selection of the Mid-Basin Sediment Diversion Program Program/Project Management Support Services contract.

1.2 Background

The CPRA is seeking program/project management support services to supplement staff capabilities relative to implementing Louisiana's Mid-Basin Sediment Diversion Program. The Louisiana Coastal Protection and Restoration Authority Board of Louisiana, through the Coastal Protection and Restoration Authority ("CPRA"), created an internal program in January 2016 to implement the Mid-Basin Sediment Diversions during the engineering and design phase. This phase includes the environmental review, permitting, land services, engineering, and design to reach the construction phase.

Mississippi River Sediment Diversion Program Background

CPRA's Coastal Master Plan has identified sediment diversions as one of the types of projects critical to the restoration of Louisiana's coastal ecosystem. By reconnecting the river, these projects will reestablish the natural deltaic processes to build, sustain and maintain wetlands in accordance with the Louisiana Comprehensive Master Plan for a Sustainable Coast (Coastal Master Plan), whose overarching objectives are:

- Flood Protection: Reduce economic losses from storm surge based flooding to residential, public, industrial, and commercial infrastructure.
- Natural Processes: Promote a sustainable coastal ecosystem by harnessing the natural processes of the system.

- Coastal Habitats: Provide habitats suitable to support an array of commercial and recreational activities coast wide.
- Cultural Heritage: Sustain the unique cultural heritage of coastal Louisiana by protecting historic properties and traditional living cultures and their ties and relationships to the natural environment.
- Working Coast: Promote a viable working coast to support regionally and nationally important businesses and industries.

In November 2015, upon the conclusion of several in-depth studies and modeling efforts, CPRA decided to initiate implementation of the Mid-Barataria and Mid-Breton Sediment Diversion Projects. To assist with timely efforts for procurement and management of design, environmental requirements, and construction of the Mid-Barataria and Mid-Breton Projects, the CPRA created the Mississippi River Mid-Basin Sediment Diversion Program (Program).

The funding for the planning, permitting, engineering and design for the Project is through the National Fish and Wildlife Foundation (NFWF) from the Gulf Environmental Benefit Fund (GEBF). The GEBF resulted from plea agreements on the *Deepwater Horizon* Oil Spill to fund projects benefiting the natural resources of the Gulf Coast that were impacted by the spill. Some elements of the Program may be funded from other settlement agreements from the *Deepwater Horizon* Oil Spill.

The Program includes diversion projects located on the west and east banks of the Mississippi River as shown on Figure 1.

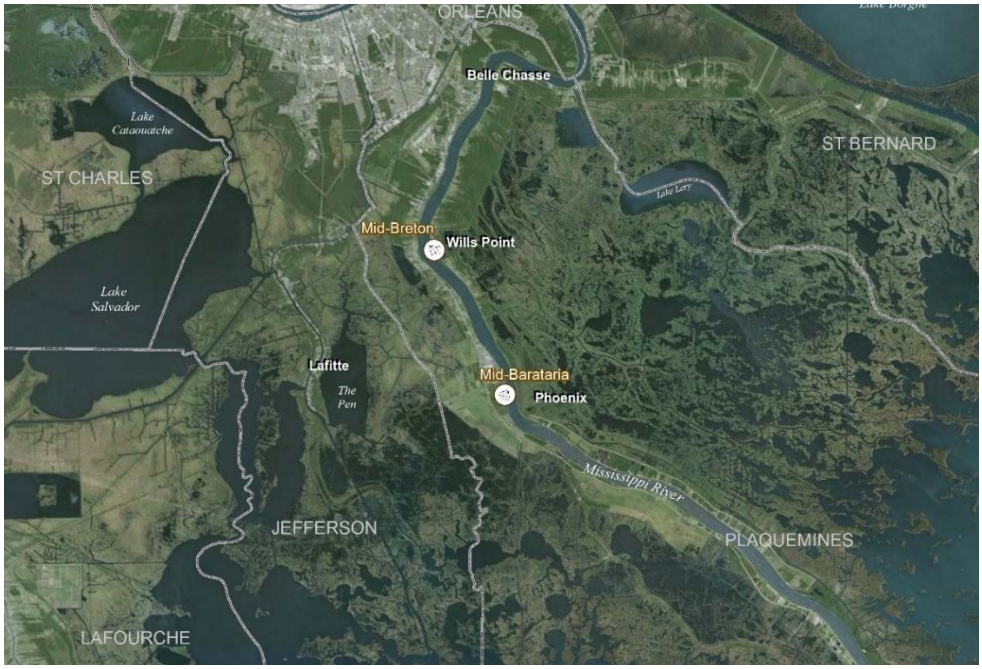

Figure 1: Mid-Basin Sediment Diversion Program Location

Both diversion projects will be designed to capture high amounts of sediment and freshwater carried downstream by the river during flood events and deliver them into their respective basins' wetlands and open water areas. The sediment deposited as a result of these projects is intended to build new wetlands, and to maintain and sustain existing wetlands in both basins.

1.3 Goals and Objectives

The goal of this RFP is to provide CPRA with an experienced consulting services contractor to perform program/project management support services as part of the Mid-Basin Sediment Diversion Program.

1.4 Term of Contract

The term of contract resulting from this RFP shall begin on or about November 01, 2019 and shall end on or about October 31, 2022. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

1.5 Definitions & Acronyms

A. Shall, Will and Must – The terms "shall", "will", and "must" denote mandatory requirements.

B. May and Can- The terms "may" and "can" denote an advisory or permissible action.

C. Should – The term "should" denotes a desirable action.

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

E. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.

F. State- The State of Louisiana.

G. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

H. DOA - Division of Administration

I. OSP – Office of State Procurement

J. 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).

K. Proposal Review Committee – a committee who will review and score proposals.

L. Proposer – A firm or individual who responds to this RFP. Synonymous with the selected Prime Contractor.

M. RFP – Request for Proposal

N. Subcontractor – A firm or individual contracted to the Prime or the Proposer.

O. HTRW – Hazardous Toxic Radiological Wastes (HTRW)

1.6 Schedule of Events

Event	**Date**
RFP advertised and Blackout Period begins	June 28, 2019
Pre-proposal Conference	Not Applicable
Deadline for receipt of written inquiries	July 9, 2019 @ 3:00pm
Deadline to respond to written inquiries	July 25, 2019
Deadline for receipt of proposals	August 8, 2019 @ 3:00pm
Notice of Intent to award announcement and 14-day protest period begins, on or about	September 11, 2019
Contract execution on or about	October 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.

1.7 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified throughout the RFP. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 3:00pm local time on the date specified in the Schedule of Events. Fax or e-mail submissions shall not be accepted. Proposers mailing or delivering their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified.

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

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

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

1.8 Qualifications for Proposer

1.8.1 Desirable Qualifications

The Proposer (either prime or subcontractor) should meet and/or exceed the following qualifications:

- It is highly desirable that Proposer have at least seven (7) years of experience in program management, project management, and environmental science consulting prior to the deadline for receipt of proposals.
- It is highly desirable that Proposer have program/project management experience with at least one program valued in excess of two hundred million dollars prior to the deadline for receipt of proposals
- It is highly desirable that Proposer have at least five (5) years of experience in coastal restoration or flood protection projects prior to the deadline for receipt of proposals.

1.9 Proposal Response Format

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

1.9.1 Volume I – Technical Proposal and Cost Rates

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

B. **Table of Contents:** The proposal should be organized in the order contained below.

C. **Executive Summary:** This section serves to introduce the scope of the proposal. It shall include information including the Proposer's contact name and phone number. It shall include the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

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

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

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

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity. For each project or client cited, Proposer should provide a client reference including name, title, company name, address, and telephone number. CPRA reserves the right to pursue additional contacts for reference information regarding the projects and clients the Proposer cites.

Proposers should clearly describe their ability to meet or exceed the qualifications described in Section 1.8.1-Desirable qualifications.

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

The Proposer should:

- Provide an understanding of the nature of the Scope of Services (Part 2) and how the Proposer will best meet the needs of the State agency.
- Define a functional approach in providing the services.
- Describe a functional approach in responding to task requests to meet agency requirements.
- Describe the approach to Program Management and Quality Assurance.
- Provide a sample proposed Project Work Plan that reflects the approach and methodology and deliverables, such as, timetables and staffing.

G. **Proposed Staff Qualifications:** The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the successful completion of the items outlined in the Scope of Services.

Proposer should submit a resume for each of the assigned personnel, and the resume should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person who may perform work outlined in the Scope of Services, anticipated level of effort and duration of involvement, and their on-site availability.

H. **Veteran and Hudson Initiative Programs Participation:**
The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as

LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible 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. **Cost Proposal:** The Proposer shall provide an hourly rate (numerical value) for each of the staff classifications listed in the "Required Rate Schedule" in Attachment II. The Prime and subcontractors will adhere to the "Required Rate Schedule" for the full term of the contract, so Proposers are to submit only one "Required Rate Schedule." Proposers shall not provide additional personnel classifications beyond those listed in the "Required Rate Schedule."

The Required Rate Schedule will include an Office Rate, a Field Rate, and an Embedded Rate for each of the labor categories.

- The Office Rate 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, and routine safety equipment and materials).

- The Field Rate shall consist of the items described in the Office Rate plus be inclusive of lodging, travel and per diem.

- The Embedded Rate shall consist of a reduced rate due to personnel being embedded at CPRA Office or at a designated co-located office.

All other expenses (such as third party charges, specialized equipment and material rentals, etc.) will be reimbursed at cost. If a task requires third party charges or specialized equipment or materials, the Contract Monitor or his designee may approve reimbursement at cost for such equipment or materials. Such approval must be granted by the Contract Monitor or his designee in writing prior to the Contractor incurring these costs.

Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work-hours using the negotiated rate schedule described in Section 1.29 for the actual work performed on the Task Order.

J. Outsourcing of Key Internal Controls: *Not Required for this Solicitation.*

K. Subcontractors: Persons who are not full-time employees of the Proposer shall be considered subcontractors. All subcontractors necessary to conduct the work shall be identified as specified in Section 1.24 "Use of Subcontractors", **including the projected percentage of the scope of services to be accomplished by each subcontractor**. For each subcontractor, the Proposer shall include letters of agreement to undertake their portion of the proposed work.

L. Insurance: The Proposal should include a certificate of insurance as proof that the Proposer has in effect limits of insurance required by Section 1.32 "Insurance Requirements for Contractors". If selected as a Contractor, the Proposer shall provide certificates of insurance as proof of coverage at the time of contract negotiation.

1.9.2 Volume II – Financial Information

Proposers <u>shall</u> include one separate Volume II containing Financial Information as described below.

Demonstration of Financial Capability is required for Acceptance of this Proposal. Financial information is used for determination of responsibility (See Section 1.23), and not as evaluation criteria. In Volume II, proposals **<u>shall</u>** 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 **<u>shall</u>** state the reason and **<u>shall</u>** 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 <u>will not</u> be accepted.**

***Subcontractors are NOT required to submit financial information. The Prime Proposer assumes all financial responsibility for work performed by its subcontractors.**

1.10 Number of Copies of Proposals

One (1) original and four (4) hard copies of the Volume I portion of the proposal and one (1) copy of Volume II of the proposal **shall** be submitted to the RFP Coordinator at the address specified. Volume I portion of the proposal **shall** also be submitted in an electronic format as one document (i.e. CD, flash drive). At least one (1) of the proposals **shall** contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if

proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

	Volume I	**Volume II**
Hard copy	1 original, 4 copies	1 copy
Electronic copy	1 (CD or flash drive)	Proposers should not submit any electronic copies of Volume II.

1.11 Technical, Cost Proposals, and Financial Information

Proposers shall 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.

1.12 Legibility/Clarity

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

1.13 Confidential Information, Trade Secrets, and Proprietary Information

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

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

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

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION

1.14.2 Proposer Inquiries

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

Allison Richard, RFP Coordinator
Coastal Protection & Restoration Authority
Email: CPRAcontracts@LA.GOV
Fax: (225) 800-5599

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by 3:00PM local time on the date specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at
https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm and
http://coastal.la.gov/resources/rfps-rsiqs-contracts/contracts-and-grants/

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

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

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

1.14.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating

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

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

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

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

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

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and with the RFP Coordinator listed in the RFP of the procuring agency, provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.15 Error and Omissions in Proposal

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

1.16 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm

and http://coastal.la.gov/resources/rfps-rsiqs-contracts/contracts-and-grants/

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

1.17 Withdrawal of Proposal

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

1.18 Waiver of Administrative Informalities

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

1.19 Proposal Rejection/RFP Cancelation

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

1.20 Ownership of Proposal

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

1.21 Cost of Offer Preparation

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

1.22 Taxes

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

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

The prospective contractor 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.

1.23 Determination of Responsibility

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

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

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

1.24 Use of Subcontractors

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

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

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

1.25 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet 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.

1.26 Acceptance of Proposal Content

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

1.27 Evaluation and Selection

The evaluation of proposals will be accomplished by a Proposal Review Committee to be designated by the CPRA, which will determine the proposal(s) most advantageous to the CPRA, taking into consideration price and the other evaluation factors set forth in the RFP. The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.28 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available.

The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a contract.

1.29 Contract Award, Negotiation, and Execution

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

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

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

The State reserves the right to negotiate a reduction to the Required Rate Schedule hourly rates (Attachment II) with the Proposer selected by the Proposal Review Committee for contract award. The Proposer will receive written notification of the State's intent to negotiate submitted rates. The final negotiated hourly rates on the Proposer's Required Rate Schedule will be considered the maximum amount allowed. The Prime and the subcontractors will also adhere to the final negotiated hourly rates of the Proposer for the full term of the contract.

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

1.30 Notice of Intent to Award

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

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

The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44:1 *et seq.*), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the award has been announced by the agency.

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

1.31 Right to Prohibit Award

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

1.32 Insurance Requirements for Contractors

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

1.32.1 Contractor's Insurance

The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

1.32.2 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.

1.32.3 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.

1.32.4 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.

1.32.5 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.

1.32.6 Errors & Omissions

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

1.32.7 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1.32.8 Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

1.33 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract. Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

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

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of $100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.34 Payment

Payment terms shall be negotiated with the successful Proposer.

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the issued Task Order. 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 negotiated rate schedule. Invoices along with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in the RFP and executed contract 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 the negotiated rate schedule described in Section 1.29 for the actual work performed on the Task Order.

The final invoice shall be submitted within thirty (30) days following expiration of the Contract. Contractor will not be paid more than the maximum amount of the Contract.

1.34.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The 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 IV for additional information regarding electronic payment methods and registration.

1.35 Termination

1.35.1 Termination of the Contract for Cause

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

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

1.35.2 Termination of the Contract for Convenience

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

1.35.3 Termination for Non-Appropriation of Funds

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

1.36 Assignment

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

1.37 Right to Audit

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontractor to the extent that such books

and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a longer period of time is required in accordance with other applicable state or federal law.

1.38 Civil Rights Compliance

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

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

1.39 Record Ownership

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

1.40 Entire Agreement/ Order of Precedence

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

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

1.41 Contract Modifications

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

1.42 Substitution of Personnel

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project

outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal. The Contractor will be required to submit a resume of the desired replacement personnel to CPRA for approval prior to the replacement.

1.43 Governing Law

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

1.44 Claims or Controversies

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

1.45 Code of Ethics

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

1.46 Corporate Requirements

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

1.47 Prohibition of Discriminatory Boycotts of Israel

By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, the bidder or 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. The bidder or proposer has also 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 bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

PART 2: SCOPE OF SERVICES

2.1 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 provide support services to the Mid-Basin Sediment Diversion Program. The Contractor's staff will be directly integrated with CPRA Mid-Basin Sediment Diversion Staff at CPRA. The Contractor shall provide all primary staff, support staff, and specialists necessary to manage, plan, perform, supervise, implement, and deliver the required work for the Program. Upon issuance of a task order, the Contractor will provide an estimated cost for each task based on a scope of services provided by the CPRA Contract Monitor as well as submitting an estimated time schedule, including project initiation and completion estimates, to the CPRA Contract Monitor for review and coordination with other project implementation elements.

Contractor shall provide the following services including, but not limited to:

2.2 Tasks and Services

2.2.1 General Activities for Program/Project Management

Tasks associated with this category shall include, but shall not be limited to, integrated coastal restoration/civil works program/project management for the Mid-Basin Sediment Diversion Program. Anticipated services may include: program management, grant proposal development, program controls, scheduling, cost control, change management, communications, document management, operations, performance monitoring and reporting, policy and standard development, risk management, electronic document/database hosting, program delivery plan, land acquisition planning, health and safety planning, and quality control management. Tasks associated with this category may also include, but shall not be limited to, obtaining, assembling, and organizing data from a variety of sources; reviewing data, quality assurance/quality control; analyzing data; designing and managing databases developing conclusions and making recommendations based on analyses; performing spatial analysis, operating geographic information systems, and remote sensing activities applicable to the diversion program.

The Contractor shall be directly integrated with the CPRA Mid-Basin Sediment Diversion Program staff. The Contractor shall embed staff at the Baton Rouge CPRA office or at a designated co-location. The days and hours of the staff being embedded at the CPRA office or at a designated co-location will vary based on the needs and will be negotiated in each task order.

2.2.2 Environmental Permitting

Tasks associated with this category shall include, but not be limited to evaluating and monitoring the need for additional studies to support third-party consultant work on the environmental impact statement (EIS), assist project team with management of studies consultants and to review third-party consultant work products in conjunction with CPRA. Tasks associated with this category shall also include monitoring Section 10/404 and other permits and regulatory compliance required and providing assistance to the project team responding to requests for

information from regulatory agency personnel. Tasks associated with this category may also include drafting, finalizing, and maintaining the 408 Review Plan in coordination with the USACE and CPRA.

2.2.3 Field Investigations

Tasks associated with this category may include, but shall not be limited to, reviewing, analyzing and/or performing various types of cultural resource investigations, environmental, biological, and hazardous, toxic, and radiological waste (HTRW) surveys; as well as data collection, including oyster resource, habitat, vegetation, geological resources, water quality, surveys of existing infrastructure/assets; and all other required environmental compliance work which may be necessary for completion of field investigations.

2.2.4 Environmental and Risk Assessment Modeling

Tasks associated with this category shall include, but shall not be limited to, reviewing, analyzing and/or performing various types of environmental and risk modeling such as conceptual ecological, hydrologic, geologic, social vulnerability, socio-economic, and risk assessment modeling. Environmental models may be used to estimate the environmental response to various parameters such as hydrology, salinity, and sediment movement. Risk models may be used to assess how changes to the coastal environment could lead to increased risk and damage to coastal populations and assets. Models may be used to integrate environmental functions with engineering designs; as well as establish ecosystem responses, assess water and sediment needs, and develop project benefits assessments.

2.2.5 Natural Resources Socioeconomics Analysis

Tasks associated with this category shall include, but shall not be limited to, estimating protection and restoration project costs; developing ecosystem service metrics; performing natural resources socioeconomic assessments and analyses (e.g., economics, benefit-cost, financial, and market analysis); performing environmental damage appraisals, ecological risk assessments, and trade-off analyses;; preparing projections of economic and socioeconomic phenomena; identifying area and regional social and economic natural resources profiles; conducting relevant surveys (recreational use, public opinion, etc.); preparing reports, plans, and presentations; formulating project socioeconomic monitoring plans and quality assurance project plans; and providing recommendations as requested.

2.2.6 Program Outreach and Engagement

Specific to the Mid-Basin Sediment Diversion Program, tasks associated with this category shall include, but not be limited to, developing and updating the Outreach and Engagement (O&E) Plan; managing all aspects of the Communications and Outreach and Engagement Plan through continued development of an O&E program roadmap and continue to develop O&E strategies as required, including; scheduling and developing presentations and briefings for a variety of audiences, monitoring public participation, and providing content and strategy support. Tasks may also include, managing the O&E plan and execution of activities to ensure ongoing engagement with key agency at personnel relevant to the permitting process; engaging community, business, industry, and political leaders to educate them on the Program and solicit feedback; and provide visualization and content support for graphics, presentations, reports, and other documents.

PART 3: EVALUATION

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

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

CRITERIA	MAXIMUM SCORE
1. Company Background and Experience	**25**
2. Approach and Methodology	**18**
3. Proposed Staff Qualifications	**25**
4. Hudson/Veteran Small Entrepreneurship Program • *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**
5. Cost	**20**
TOTAL MAXIMUM SCORE	**100**

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

Proposer must receive a minimum score of 34 (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

Should Proposers meet the minimum score for the technical categories, that score will be combined with the Cost and Hudson/Veteran Program points to determine the overall score.

The Proposer with the highest overall score will be recommended for award.

3.1 Company Background and Experience

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

3.1.1 Relevant experience with program and project management for similar programs/projects

Relevant program/project management experience, within the last five (5) years, with integrated large-scale civil works/coastal restoration projects. Proposer should specifically include experience with grant proposal writing, grant management experience with the Gulf Environmental Benefit Fund (GEBF) administered through the National Fisheries and Wildlife Foundation (NFWF). The information should include the agency and client contact information. Capacity of the Proposer firm will be evaluated under this section. Proposer should demonstrate capacity to fulfill services and provide examples of relevant experience in the areas described in Section 2.0 Scope of Services of this RFP. Proposer should have experience with delivering projects that involved Alternative Delivery models.

3.1.2 Program/Project Controls

Evidence of a thorough understanding of and work experience with implementing and managing program/project controls, including but not limited to contract management, progress reporting, grant reporting, invoice control, cost projections and controls, schedule projections and control, change management, performance monitoring and reporting, and program/project communications.

3.1.3 Risk Management

Evidence of an understanding of effective risk management to minimize risk to the program and CPRA relative to perception, cost, and schedule. The Proposer should demonstrate knowledge of the risks associated with the Mid-Basin Sediment Diversion Program.

3.1.4 Document Management and Electronic Document/Database Hosting

Evidence of the technical expertise necessary to host an electronic document/database for the program team to access documents and files in a simple organized layout.

3.1.5 Program Delivery Plan

Evidence of an ability to manage and implement the Program Delivery Plan, including land acquisition, permitting, and health and safety planning.

3.1.6 Quality Control Management

Evidence of managing and implementing the Program Quality Management Plan, including scheduling, and control documentation.

3.2 Approach and Methodology

3.2.1 Understanding this Scope of Services, budget, schedule, quality, and critical path

The Proposer understands the Mid-Basin Sediment Diversion Program history including this Scope of Services, importance to the program budget and cost control, quality of the program deliverables, and the critical path of the program. See section 1.2 of the RFP for background.

3.3 Proposed Staff Qualifications

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

3.3.1 Working relationship(s)

Evidence that the proposed project manager and team members have knowledge of the Sediment Diversion Program and the capacity to foster a cooperative working relationship with CPRA.

3.3.2 Experience and Capacity

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

3.3.3 Management of complex projects

Qualifications and experience in managing complex integrated coastal restoration/civil works programs/projects.

3.4 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 Proposers' evaluation score as follows:

B. <u>Proposer Status and Allotment of Reserved Points</u>

   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.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

i. Subcontractor's name;
ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
iii. A detailed description of the work anticipated to be performed; and
iv. The anticipated dollar value of the subcontract for the three-year contract term based on a $3,000,000.00 estimated contract value.

***Note** – it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

3.5 Cost Evaluation

For cost evaluation purposes, the labor category hourly rates provided in Attachment II, Required Rate Schedule, will be averaged. The Proposer with the lowest rate schedule average (LRSA) will receive 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 x 20)

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

PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

As required by Part 2, Scope of Services, reporting requirements.

4.2 Performance Measurement/Evaluation/Monitoring Plan

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

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

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

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

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.

ATTACHMENT I: CERTIFICATION STATEMENT

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

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

A. Official Contact Name: _____

B. E-mail Address: _____

C. Phone Number with area code: ( ) _____

D. US Mail Address: _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 30 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for $25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov .)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
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 II: REQUIRED RATE SCHEDULE

Personnel	Office Rate	Field Rate	Embedded Rate
Principal	**$ /hr**	**$ /hr**	**$ /hr**
Senior Project Manager	**$ /hr**	**$ /hr**	**$ /hr**
Project Manager	**$ /hr**	**$ /hr**	**$ /hr**
Senior Scientist	**$ /hr**	**$ /hr**	**$ /hr**
Project Scientist	**$ /hr**	**$ /hr**	**$ /hr**
Staff Scientist	**$ /hr**	**$ /hr**	**$ /hr**
Senior Engineer	**$ /hr**	**$ /hr**	**$ /hr**
Project Engineer	**$ /hr**	**$ /hr**	**$ /hr**
Staff Engineer	**$ /hr**	**$ /hr**	**$ /hr**
Scientific & Technical Editor/Writer	**$ /hr**	**$ /hr**	**$ /hr**
Geographic Information Systems Analyst	**$ /hr**	**$ /hr**	**$ /hr**
Science Outreach Communicator	**$ /hr**	**$ /hr**	**$ /hr**
Administrative/Clerical	**$ /hr**	**$ /hr**	**$ /hr**

NOTE: The Proposer shall provide one hourly rate (a numerical value) for each of the staff classifications listed in the table above. Proposals that do not contain each rate (Office, Field, and Embedded) classification above shall be declared non-responsive and disqualified. Proposer shall not leave any part of their cost proposal blank. Proposers shall not add any additional classifications. Proposals that contain any additional classifications shall be declared non-responsive and disqualified.

Personnel Classification Description:

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 III: 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") <Contractor> domiciled at <address>, <city>, <state>, <zip> (hereinafter referred to as "Contractor"), do hereby enter into a contract under the following terms and conditions:

1. SCOPE OF SERVICES

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

2. GOAL

Mid-Basin Sediment Diversion Program/Project Management Support Services. Services include the program and project management of the engineering and design phase. This phase includes the environmental review, permitting, land services, engineering, design to reach the construction phase.

3. OBJECTIVES

To provide Program/Project Management Support Services during the Engineering and Design Phase of the Mid-Basin Sediment Diversion Program.

4. PERFORMANCE MEASURES

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

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

5. TERM OF CONTRACT

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

6. CONTRACT MONITOR

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

7. DELIVERABLES

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

8. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, CPRA hereby agrees to pay the Contractor a maximum fee of <amount>. Payments are predicated upon successful completion of the services described in Scope of Work and acceptance of deliverables described in negotiated task orders; receipt of an invoice; and written approval of <employee that will be providing task orders>.

9. NOTICE TO PROCEED

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

10. PAYMENT TERMS

Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in RFP (Appendix A) and the Proposal (Appendix 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 RFP (Appendix A) and the Proposal (Appendix B) shall be based upon actual costs incurred and shall be submitted monthly with progress reports (Appendix C).

The Required Rate Schedule will include an Office Rate, a Field Rate, and an Embedded Rate for each of the labor categories.

- The Office Rate 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, and routine safety equipment and materials).

- The Field Rate shall consist of the items described in the Office Rate plus be inclusive of lodging, travel and per diem.

- The Embedded Rate shall consist of a reduced rate due to personnel being embedded at CPRA Office or at a designated co-located office.

All other expenses (such as third party charges, specialized equipment and material rentals, etc.) will be reimbursed at cost. If a task requires specialized equipment or materials, the Contract Monitor or his designee may approve reimbursement at cost for such equipment or materials. Such approval must be granted by the Contract Monitor or his designee in writing prior to the Contractor incurring these costs.

Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work-hours using the negotiated rate schedule described in Section 1.29 of the RFP for the actual work performed on the Task Order.

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

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

11. SUBSTITUTION OF KEY PERSONNEL

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

12. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

13. FUND USE

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

ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

14. INDEMNIFICATION AND LIMITATION OF LIABILITY

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of $100,000, the dollar

amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

15. INSURANCE

Insurance Requirements for Contractors

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

Contractor's Insurance

The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance

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

Commercial General Liability Insurance

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

Licensed and Non-Licensed Motor Vehicles

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

Subcontractor's Insurance

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

Errors & Omissions

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

Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received

and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

16. CLAIMS FOR LIENS

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

17. TAXES

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

18. COST RECORDS

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

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

19. OWNERSHIP

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

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

A. Written permission must be sought from the CPRA, Project Support Manager prior to use of collected data/project information, for any of the publication purposes mentioned above.
B. To obtain such permission a draft paper/presentation must be submitted to the Project Support Manager for review and approval prior to its release.
C. In all such papers/presentations, CPRA (and others if appropriate) must be acknowledged as the source of funding for the data collection/project.
D. In order to make all CPRA contract deliverables consistent, the "Recommended Citation" on any final contract deliverables, documents, or reports shall use the contracted company name and not individuals as the author. If the respective company prefers, they can add a section entitled "Contributing Authors" or "Acknowledgements" to more explicitly list or give credit to the individual authors who have worked on the project/study.

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

20. RIGHT TO AUDIT

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

21. ASSIGNMENT

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

22. SUCCESSORS AND ASSIGNS

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

23. NO THIRD PARTY BENEFICIARY

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

24. CODE OF ETHICS

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

25. COMPLIANCE WITH STATE AND FEDERAL LAW

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

Contractor agrees to abide by the requirements of all applicable state and federal statutes, laws, rules, and regulations, including but not limited to assurance that all documentation shall be sufficient to meet the requirements of both the RESTORE Act and the Treasury regulations for release of the Grant Funds from the RESTORE Act's Trust Fund, including without limitation Sections H., I. and N. of the RESTORE Council's Financial Assistance Standard Terms and Conditions, 2 C.F.R. part 200 Subpart E – Cost Principals, 2 C.F.R. § 200.331, 2 C.F.R. § 200.333, 31 C.F.R. § 34.506, and 31 C.F.R. § 34.507, including but not limited to Appendix II of 2 C.F.R. Chapter II, Part 200 (1-1-14) attached hereto as Appendix E. Contractor and its lower tier subrecipients/ consultants/ contractors/ subcontractors shall act in good faith to supply the STATE, the RESTORE Council and/or the U.S. Department of Treasury with any supporting material or documentation needed for release of the Grant Funds or for legal compliance.

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

26. CONFIDENTIALITY OF DATA

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

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

27. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM

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

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

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

28. CIVIL RIGHTS COMPLIANCE

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

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

29. DISADVANTAGED BUSINESS ENTERPRISES

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

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

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

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

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

30. VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION

CPRA fully participates in and encourages contractor participation in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as "LaVets" and "SEs" respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development.

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

31. SUBCONTRACTORS

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

32. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

By signing this contract, the Contractor certifies and agrees with the following information: 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.

33. 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.

34. TERMINATION FOR CAUSE

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

35. TERMINATION FOR CONVENIENCE

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

36. REPORTING OF FRAUD, WASTE, ABUSE OR CRIMINAL ACTIVITY

In accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potentially any criminal activity pertaining to the Grant Funds shall be reported to the U.S. Department of Treasury and the U.S. Treasury OIG. Additionally, in accordance with La. R.S. 24:523.1, any actual or suspected misappropriation, fraud, waste or abuse of public funds shall be reported to one of the following:

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or
Fax to: 1-844-40-FRAUD (1-844-403-7283)
Or report via U.S. Mail: LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804

Any violations of 29 C.F.R. part 3 "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States" must be reported to the Gulf Coast Ecosystem Restoration Council Grants Office at one of the following:

Via Email to: grantsoffice@restorethegulf.gov; or
Via U.S. Mail: Grants Officer, Gulf Coast Ecosystem Restoration Council, 500 Poydras Street, Suite 1117, New Orleans, LA 70130

37. CONTRACT CONTROVERSIES

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

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. 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.

40. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

41. CONTRACT APPROVAL

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

42. 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.

43. GOVERNING LAW

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

44. PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the contract shall forthwith be amended to make such insertion or correction.

45. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____, 2019.

WITNESS SIGNATURE:

_____
Signature

_____
(Print Name)

Coastal Protection and Restoration Authority

By: _____
Executive Director

WITNESS SIGNATURE:

_____
Signature

_____
(Print Name)

Contractor:

By: _____

APPENDIX C
Coastal Protection and Restoration Authority
Monitoring Report

Date_____ Contractor:_____ Contract No._____

Contract Title:_____ Project No: _____

Project Name: _____ Invoice No._____ Invoice Amount:_____

Total Contract Amount:_____Balance:_____ Total Invoiced to Date:_____

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

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

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

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

D. Actual Costs Incurred

E. Fee Schedule

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

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

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

1. Nature of problems encountered:

2. Remedial action taken or planned:

3. Whether minimum criteria for measure can still be met:

4. Likely impact upon achievement:

III. DELIVERABLES:

IV. OTHER DISCUSSIONS OF SPECIAL NOTE:

Contractor

Signature:_____Date_____

Approval:_____Date_____
CPRA Project Manager

APPENDIX D

DBE PROCUREMENTS MADE DURING QUARTER

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

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

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

[1]Type of product or service codes:

1=Construction

2=Supplies

3=Services

4=Equipment

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INFORMATION
GPO

early notification about the requirements allows the potential applicant to decide not to apply or to take needed actions before receiving the Federal award. The announcement need not include all of the terms and conditions of the Federal award, but may refer to a document (with information about how to obtain it) or Internet site where applicants can see the terms and conditions. If this funding opportunity will lead to Federal awards with some special terms and conditions that differ from the Federal awarding agency's usual (sometimes called "general") terms and conditions, this section should highlight those special terms and conditions. Doing so will alert applicants that have received Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions. For the same reason, the announcement should inform potential applicants about special requirements that could apply to particular Federal awards after the review of applications and other information, based on the particular circumstances of the effort to be supported (e.g., if human subjects were to be involved or if some situations may justify special terms on intellectual property, data sharing or security requirements).

3. Reporting—Required. This section must include general information about the type (e.g., financial or performance), frequency, and means of submission (paper or electronic) of post-Federal award reporting requirements. Highlight any special reporting requirements for Federal awards under this funding opportunity that differ (e.g., by report type, frequency, form/format, or circumstances for use) from what the Federal awarding agency's Federal awards usually require.

G. FEDERAL AWARDING AGENCY CONTACT(S)—REQUIRED

The announcement must give potential applicants a point(s) of contact for answering questions or helping with problems while the funding opportunity is open. The intent of this requirement is to be as helpful as possible to potential applicants, so the Federal awarding agency should consider approaches such as giving:

i. Points of contact who may be reached in multiple ways (e.g., by telephone, FAX, and/or email, as well as regular mail).

ii. A fax or email address that multiple people access, so that someone will respond even if others are unexpectedly absent during critical periods.

iii. Different contacts for distinct kinds of help (e.g., one for questions of programmatic content and a second for administrative questions).

H. OTHER INFORMATION—OPTIONAL

This section may include any additional information that will assist a potential applicant. For example, the section might:

i. Indicate whether this is a new program or a one-time initiative.

ii. Mention related programs or other upcoming or ongoing Federal awarding agency funding opportunities for similar activities.

iii. Include current Internet addresses for Federal awarding agency Web sites that may be useful to an applicant in understanding the program.

iv. Alert applicants to the need to identify proprietary information and inform them about the way the Federal awarding agency will handle it.

v. Include certain routine notices to applicants (e.g., that the Federal government is not obligated to make any Federal award as a result of the announcement or that only grants officers can bind the Federal government to the expenditure of funds).

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

ATTACHMENT IV: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of $5,000 and under, and where feasible, over $5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic 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.

Payment Type	Will Accept	Already Enrolled
LaCarte	_____	_____
EFT	_____	_____

_____

Printed Name of Individual Authorized

_____ _____

Authorized Signature for payment type chosen Date

_____

Email address and phone number of authorized individual