REQUEST FOR PROPOSAL

MID-BARATARIA SEDIMENT DIVERSION PROJECT
RISK MANAGEMENT & CONSTRUCTION INSURANCE BROKER SERVICES FOR AN OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

RFP #: 3000019138

PROPOSAL DUE DATE/TIME: JUNE 28, 2022 @ 3:00PM

State of Louisiana
COASTAL PROTECTION AND RESTORATION AUTHORITY

MAY 2022
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PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose
This Request for Proposals (RFP) is issued by Coastal Protection and Restoration Authority (CPRA) (herein sometimes referred to as the State) for the purpose of soliciting proposals from qualified insurance Brokers (herein referred to as the Contractor) who have the experience to design, market, administer and manage a complete program of construction risk management, insurance and related services in connection with the operation and management of an Owner Controlled Insurance Program (OCIP) which is intended to improve the CPRA's buying power ability, provide uniform and broad insurance coverage, provide for a safe work environment and create the potential for economic advantage related to the overall construction insurance cost for the Mid-Barataria Sediment Diversion Project (CPRA Project Number BA-0153) (herein referred to as the Project).

The CPRA wishes to engage a qualified insurance brokerage agent (Contractor) to perform risk management and insurance brokerage services in connection with the Project. The CPRA invites qualified firms to submit proposals addressing the best means of handling the construction risk and specific construction insurance needs of this Project.

The CPRA considers any firm, including subcontractors, which has a contract for the Project to be ineligible for selection under this RFP.

1.2 Background
The Mid-Barataria Sediment Diversion Project (BA-0153 or Project) is being designed and built to strategically reintroduce sediment and freshwater inputs into the Barataria Basin. The Project site is located on the West Bank of the Mississippi River in Plaquemines Parish, Louisiana, at River Mile 60.7 Above Head of Passes (AHP), between the Phillips 66 Alliance Refinery (upriver) and the Town of Ironton (downriver). This is expected to reduce wetland loss and sustain wetlands through the delivery of sediment, freshwater, and nutrients to promote long-term wetland resiliency and sustainability. The Project’s sediment delivery system is a three-component system which includes sediment intake, conveyance, and discharge. See Attachment V for work areas.

The intake (also referred to as the headworks) consists of an intake structure, diversion gates, and a transition channel. The intake and gate monoliths serve to draw in the required sediment laden water and also serve as a flood protection. The conveyance feature includes an approximate 2-mile conveyance channel and guide levees that parallel the channel. The guide levees that extend from the transition walls to the U.S. Army Corps of Engineers (USACE) New Orleans to Venice (NOV) 5a levee project also provide flood protection to the 50-Year level (future conditions). The discharge component includes an Outfall Transition Feature (OTF) which ties into the Barataria Basin.

Other project components not directly related to sediment conveyance include Louisiana State Highway 23 (La Hwy 23) bridge and roadway realignment, railroad relocation, interim flood protection measures, an inverted drainage siphon to maintain drainage to the Wilkinson Pump...
Station, a drainage structure in the NOV 5a levee located north of the conveyance channel, utility relocations, mitigation measures, reservation area and secondary project features such as support buildings and boat ramps. The siphon connects the north polder drainage area to the existing Wilkinson Pump Station. The drainage structure in the NOV 5a levee drains the impounded area located between the NOV 5a levee and the existing back levee. The siphon and drainage structures include sluice gates added to prevent flooding from hurricane events.

In addition to the three-component diversion system, site work and grading will be performed throughout the site to maintain access to the reservation area buildings, inverted drainage siphon, and back levee. Stormwater runoff will be collected via drain inlets, pipes, and swales, then routed to nearby drainage ditches draining into Timber Canal.

Buildings located in the reservation area, located on the south side of the Project between La Hwy 23 and the Mississippi River, require the installation of new utilities such as water, electric, communications, and sewer. Electric and water lines will also be installed to provide service to the inverted drainage siphon, which will be located where the Timber Canal crosses the conveyance channel. Fencing will be installed along the perimeter of the Project right-of-way, with gates located at several locations to provide access to authorized personnel during operations and maintenance.

Electrical service (utility power) to the site will be provided by an overhead, utility-provided distribution system (13.8 kV or 25 kV, nominal). Utility distribution lines will serve utility-provided transformers located at the reservation area, at the gate structure, at the siphon, and at the drainage structure.

The Project is scheduled to be constructed in 62 months, with an additional 12 months for full commissioning to be completed. The cost of construction is estimated to be in excess of $1 billion. Construction is scheduled to begin on January 30, 2023. The work is anticipated to require over 3.6 million man-hours and involve the following:

- Site Clearing - 533 acres
- Earth moving - 8.5 million cubic yards
- Material delivery – 3 million cubic yards
- Sheet Piling - 700,000 square feet, 20.7 million pounds
- Foundation Piling = 3,200 each, 360,000 linear feet, 70 million pounds
- Structural Concrete = 115,000 cubic yards, 25.4 million pounds of rebar
- La Hwy 23 Bridge = 2176 feet long, 18 pile bents
- Railroad Bridge = 2436 feet long, 62 pile bents

CPRA is currently using the Construction Manager at Risk (CMAR) delivery method for this Project, as authorized by Louisiana law pursuant to La. R.S. 38:2225.2.4. The Project is subject to USACE Section 404/10 regulatory permits and 33 United States Code Section 408 permissions to modify federal projects which include the Mississippi River Ship Channel (MRSC), the Mississippi River Levee (MRL). An independent Third-Party Contractor (TPC) is preparing a separate Environmental Impact Statement (EIS) for the Project, as required for National Environmental Policy Act (NEPA) compliance.
Project design milestones, as currently scheduled, are provided in the Introduction and
Background, Part II. These milestones are subject to modification due to permitting, EIS, or the
Section 408 process schedules. Modifications or delays to the permitting, EIS, or Section 408
components of project schedules may result in delays or pauses in the design phases of the projects.

1.3 Goals and Objectives
The goal of this RFP is to provide CPRA with a Contractor having professional experience,
familiarity and expertise with the design, market, administration and management of a complete
program of construction risk management for insurance and related services in connection with
the operation and management of an Owner Controlled Insurance Program (OCIP).

The objectives for the Contractor under this RFP are to:

• Provide uniform and broad insurance coverage for all contractors and subcontractors working
  on the Project;

• Provide for a safe work environment on the Project site; and

• Create the potential for increased opportunities for subcontractor participation and cost
  savings.

1.4 Term of Contract
The period of any contract resulting from this RFP is tentatively scheduled to begin on or about
November 1, 2022 and to continue through October 31, 2025. The State has 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, prior 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

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.

AHP – Above Head of Passes

ATR- Agency Technical Review
CMAR - Construction Management At-Risk as defined in La. R.S. 38:2225.2.4.

CMAR Contractor - The Construction Management At-Risk Contractor that will deliver (construct) the Project, for which the construction insurance is being provided by the OCIP.

Contractor – the selected Proposer who the State contracts with to be the Broker and Broker of Record for the Project.

Corporation - a corporation formed under the laws of this State or a foreign corporation formed under the laws of any state other than this state or under the laws of any foreign country.

CPRA - the State of Louisiana Coastal Protection and Restoration Authority.

Design Team - the Engineering and Design (E&D) Contractor that is providing planning, engineering and design services associated with delivery of the Project.

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.

DOA - Division of Administration

E&D – Engineering and Design

GEBF - Gulf Environmental Benefit Fund

GMP – Guaranteed Maximum Price

HSE – Health, Safety, and Environmental

HSSE Plan - Health, Safety, Security, and Environment Plan

IEPR - Independent External Peer Review

JLCB – Joint Legislative Committee on the Budget

LAC – Louisiana Administrative Code.

Louisiana Comprehensive Master Plan for a Sustainable Coast (Coastal Master Plan) - The Coastal Master Plan establishes priorities for coastal protection in Louisiana, presenting a series of recommended hurricane protection and coastal restoration measures.

May and Can- The terms “may” and “can” denote an advisory or permissible action.
MRL – Mississippi River Levee

MRSC – Mississippi River Ship Channel

NEPA – National Environmental Policy Act

NFWF - National Fish and Wildlife Foundation

NOV – New Orleans to Venice

NRDA - Natural Resource Damage Assessment

O&E – Outreach and Engagement

OCIP – Owner Controlled Insurance Program

ORT – Outreach Review Team

OSP – Office of State Procurement

PDP - Program Delivery Plan

PMP - Project Management Plan

Program - the Mississippi River Mid-Basin Sediment Diversion Program, which includes the Mid-Breton Sediment Diversion and Mid-Barataria Sediment Diversion Projects.

Program Management Team (PMT) - CPRA and support staff from Jacobs Engineering responsible for management of the Program.

Project Team - the team composed of CPRA, EIS TPC, Design Team, CMAR Contractor, Contractor, and other consultants as determined by CPRA responsible for delivery of the Project.

Proposal Review Committee – A committee which will review and score proposals.

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

QC Plan – Quality Control Plan

RFI – Request for Information

RFP – Request for Proposal

SAR – Safety Assurance Review
Shall, Will and Must – The terms “shall”, “will”, and “must” denote mandatory requirements.

Should – The term “should” denotes a desirable action.

SOS/SOW - Scope of Services/Scope of Work; can be used interchangeably.

State- The term “State” shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.

TPC – Third-Party Contractor

USACE - U.S. Army Corps of Engineers.

Using Agency - The term “Using Agency” shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.

WRDA - Water Resources Development Act

1.6 Schedule of Events

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.

<table>
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<td>RFP advertised and Blackout Period begins</td>
<td>May 20, 2022</td>
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<td>Pre-proposal Conference</td>
<td>June 7, 2022 @ 1:00 PM CT</td>
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<td>Deadline for receipt of written inquiries</td>
<td>June 14, 2022 @ 3:00PM CT</td>
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<td>Deadline to respond to written inquiries</td>
<td>June 21, 2022</td>
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<tr>
<td>Deadline for receipt of proposals</td>
<td>June 28, 2022 @ 3:00 PM CT</td>
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<td>Oral Presentations (if deemed necessary)</td>
<td>week of July 11, 2022</td>
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<td>Notice of Intent to award announcement and 14-day protest period begins</td>
<td>week of August 1, 2022</td>
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<td>Contract execution</td>
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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 3:00 PM Central 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:

Gloria Tigner, RFP Coordinator  
Coastal Protection & Restoration Authority  
150 Terrace Avenue  
Baton Rouge, LA 70802  
225-342-5023

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

The CPRA intends to engage the most qualified and competitive insurance Brokerage firm available for this assignment. It is imperative, therefore, that each proposing firm address all aspects of the RFP. The proposal should provide clear and concise information demonstrating the Proposer's understanding of this Project's requirements, the benefits that will be provided to the Project, and the proposing firm's qualifications to conduct this Project professionally, thoroughly and efficiently.

Proposer should demonstrate its level of knowledge and experience for implementing, administrating and managing construction insurance related OCIPs.

Proposer should possess the following characteristics:

- Knowledge of coverage and exposure analysis for contracting risks;
- Creativity and innovation in its approach to managing risk;
- Ability to provide accurate information regarding current market conditions;
- Ability to identify risk exposures and to develop appropriate solutions;
- Ability to communicate industry changes and information on new insurance products;
- Ability to develop clear and achievable goals;
- Ability to provide clear and concise written correspondence and reporting;
- Ability to deliver quality presentations;
- Ability to provide quality loss control services;
• Ability to provide quality claims and medical case management services;
• Effective use of Broker and insurance company resources on State's behalf;
• Continuity of service of key individuals assigned to manage and administer the OCIP;
• Exhibition of a high degree of professionalism;
• Provision to provide risk management support services (i.e., Risk Management Information System (RMIS), special reports, etc.);
• Local contractor knowledge, specifically: the ability of the Contractor to know and deal with those firms providing the bulk of the project man-hours (the CMAR Contractor and its subcontractors);
• Broker Insurance Activity: For the purposes of the RFP, the selected Contractor shall have no ownership interest in the insurance company that is proposed (The insurance company for which the OCIP will be placed will have no ownership interest in the selected Contractor);
• Stewardship Reporting: Ability to facilitate on-site review meetings and comprehensive annual report, summarizing the previous year's activities, accomplishments performed by the Contractor and forward-looking actions to be taken; and
• Ability to provide a sample written service plan which outlines the critical issues, timelines to address the issues and the personnel assigned to meet the project timeline.

1.9 Proposal Response Format
Proposals submitted for consideration should follow the format and order of presentation described below:

Proposers shall respond to this RFP with Volume I: Technical Proposal and Cost Proposal and Volume II: Financial Information. No pricing information should be included in the Technical Proposal.

Proposers are encouraged to submit proposals in a concise, orderly fashion that includes complete, appropriate comment, documentation, and submittals to address the RFP requirements. If you believe the CPRA should consider additional insurance coverage or services not contemplated in this request, they should be identified separately and discussed in your proposal.

1.9.1 Volume I – Technical Proposal and Cost Proposal

A. **Cover Letter:** Proposers should submit a cover letter of not more than three (3) pages, on your firm's letterhead, identifying the name, address, telephone number, e-mail and facsimile number of the person in your organization authorized to negotiate terms and render decisions on this proposal, should be submitted. This cover letter should:
• Identify servicing office, subsidiaries, joint venture, partnerships, and parent corporations;
• Demonstrate the firm's understanding of the Scope of Services;
• Summarize key points of the proposal; and
• Explain how the proposal approach addresses the special needs of the Project.

B. **Table of Contents:** The proposal should include a paginated table of contents to facilitate locating the information and be organized in the order contained herein.

C. **Executive Summary:** This section serves to introduce the scope of the proposal. It should include the Proposer’s contact name, phone number, and 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’s overall requirements in the timeframes set by the agency.

The executive summary should include a positive statement of compliance with the contract terms, as provided in the Sample Contract, Attachment II. 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 II 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. **Proposing Firms’ Capability, Background and Experience:** This section should provide a detailed discussion of the Proposer’s prior experience in working on projects similar in size, scope, and function to this Project. Proposers should clearly describe their ability to meet or exceed the qualifications described in Section 1.8 - Qualifications for Proposer by responding to the following:

• Describe Proposer’s firm, including size (by industry segment), corporate or organization structure including reporting relationships, and number of years in business, best practices with level of accountability, locations of offices (and construction industry experience by office) expected to provide services. If the proposing firm is a joint venture consisting of more than one entity, it must clearly identify itself in the proposal as a joint venture. Each party to a joint venture shall bear, jointly and severally, the entire responsibility for contract performance.

• Discuss Proposer’s knowledge of the local construction market and its contractor(s), potential contractors who are or have been involved in local Controlled Insurance Program (CIP)/Wrap-ups and OCIPs and specifically, the ability of the Contractor to know and deal with those firms providing the bulk of the man-hours on the Project.

• Provide a list of Proposer’s previous experience in CIP/Wrap-ups and OCIPs that included coverages listed in Part III - Scope of Services that Proposer has managed
for public and private entities nationwide and in the State of Louisiana over the last 5 years.

- Describe construction projects where Proposer has brokered CIP/Wrap-ups and OCIPs and provide at least five (5) recent references of projects (including at least three (3) specific civil works project references) at least 75% or more completed (within the last 5 years) that we can contact to confirm the quality of Proposer’s services.

- Describe Proposer’s experience (specifically proposed team's experience) with construction risk management and CIP/Wrap-ups and OCIPs for other clients. Discuss briefly any distinguishing characteristics of program design, insurance placements that Proposer brokered, loss control, claims management, etc. where Proposer’s clients realized significant benefits.

- Address whether Proposer ever started a CIP/Wrap-up or OCIP and failed to complete it. Proposer should include specific details including the program/project, year, and reason for failure to complete.

- Identify the amount of CIP/Wrap-up (Worker’s Compensation (WC) & General Liability (GL)), Builders' Risk, Professional Liability (Errors & Omissions (E&O)) and Pollution premiums placed by the Contractor in 2021 by insurer and what was the amount of this as it related to construction premium in 2021 by carrier.

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

**OCIP Insurance Coverage:** It is anticipated that the Insurance Carriers (Underwriters) for the Project OCIP will need to be "in-place" by December 1, 2022. The Proposer should address the appropriateness of this timing in their Proposal.

The Proposer should:

- Show a clear understanding of Part III - Scope of Services, tasks and sequences of tasks involved.

- Describe quality control procedures that will be implemented by the Proposer.

- Provide an explanation for any additional tasks to be performed which are deemed necessary by the Proposer and explanation of any deviation from any tasks listed in the Scope of Services.

- Detail any specific written service standards Proposer’s staff will abide by.

- Describe the challenges facing the Project with respect to achieving appropriate contractor’s insurance deductions (insurance credits) and how the Proposer has successfully managed these challenges in the past.
• Describe Proposer’s assessment of the current market conditions for this OCIP by listing the major insurance companies (and contacts) with whom Proposer has placed coverage listed in Part III - Scope of Services. Proposer should identify any additional markets Proposer would consider for insurance coverage and services for this OCIP.

• Provide a narrative describing the marketing procedures and methodology Proposer would employ in marketing coverage listed in Part III - Scope of Services for this OCIP to insurance companies. Proposer should explain how Proposer’s methodology would maximize leverage with these markets;

• Explain which team member(s) will be responsible for the insurance marketing and how many CIP/Wrap-ups and OCIPs they have marketed and administrated, including those related to civil works.

• From an insured's perspective, describe the impact (both positive and negative) of the current economic situation on the construction industry.

• Identify what, if any products/services Proposer has specifically "created" that makes the customer's CIP/Wrap-ups more beneficial than other firms CIP/Wrap-ups.

• Describe the full range of administrative services Proposer would provide and how each is necessary for this overall OCIP program's and Project's success. Specifically describe contractor enrollment, communication, administration and policy issuance process. It would be helpful to provide a work/task flowchart depicting Proposer’s approach.

• Describe how Proposer anticipates integration of the Project OCIP Program roles, responsibilities, processes, etc. with that of the CPRA, Project Team and the CMAR Contractor.

• Describe what services and communication vehicles will be provided and by whom for: (a) pre-construction meetings and contractor enrollment; (b) auditing compliance standards; and (c) follow-up on monthly payroll reporting.

• Describe how Proposer will identify and evaluate exposures to be covered by this OCIP. The Proposer should include examples of any processes used. The Proposer should discuss risk control, loss control, loss mitigation, Health, Safety, and Environmental (HSE) and other technical services available. The Proposer should describe the plan to coordinate and supervise loss control and HSE services. The Proposer should describe incentive plans both for the workers and/or contractors on the Project. The Proposer should be specific and show examples of previous plans and their effectiveness.

• Describe Proposer’s approach to analyzing this OCIP Project's HSE/safety/loss control needs and maximizing the return on the Project "HSE/safety investment". The Proposer should describe recommendations on development and support of the HSE/safety and loss prevention program for this Project. The Proposer should include the roles of the
CPRA, Project Team, CMAR contractor, subcontractors of all levels, broker and insurance carrier.

- Describe Proposer’s recommendation on how to best coordinate, monitor and oversee the CMAR contractor’s and its subcontractors’ Project Specific Safety Plans as it relates to loss control and safety services on the Project. The Proposer should discuss how this will be integrated with the CPRA's Project Team, Proposer’s firm, insurance carriers, CMAR Contractor and its subcontractors at all levels.

- Describe Proposer’s construction claim management services, as they would relate to cost containment, loss mitigation, and litigation management of this OCIP's until ultimate closure. (Taking into consideration the 3-year contract).

- Describe Proposer’s OCIP Risk Management Information System (RMIS) in detail including methods for audits, contractor enrollment, contractor "insurance credits", certifications, billings and reporting. The Proposer should describe types of data accumulated and how it is reported back to the CPRA and contractors. The Proposer should explain how its RMIS allows the CPRA and CMAR Contractor access to the database. The Proposer should provide sample reports generated by its system.

- Describe how Proposer will coordinate claim administration and medical case management services for the duration of the OCIP, and until all claims are closed. (Taking into consideration the 3-year contract).

- Explain how Proposer will manage information on a Risk Management Information System (RMIS) and the scope and timing of reports. The Proposer should identify how many projects are currently using their RMIS. The Proposer should provide the number of staff that currently monitor and maintain the RMIS system and describe the security of the system and its data. The Proposer should explain how the CPRA will receive real-time on-line access to the Risk Management Information System. The Proposer should identify whether the RMIS can provide credit calculation reports, ability of contractors to enroll online and submit payroll and integrate claims loss data from insurance carrier to produce financial accounting reports and whether there is real-time access to the data by the CPRA, Project Team and CMAR Contractor.

- Discuss the recommended approach by which the CPRA can best measure each aspect of proposed service on an ongoing basis over the life of the OCIP and through final close-out. (Taking into consideration the 3-year contract)

- Provide a strategy to address the accelerated development of the Project OCIP HSE Requirements and the OCIP Insurance Manual, to be provided to the CMAR Contractor for inclusion into their Project Procurement Documents to the CMAR Contractor’s subcontractors.

- Recommendations on how to address OCIP insurance coverage associated with the CMAR Contractor working with several separate public and private contractors. The CMAR Contractor will be expected to coordinate with these contractors on or near the Project site for the following work including but not limited to:
○ USACE NOV 5a levee project construction along the basin side of the Project;
○ Relocation of an existing 20-inch oil pipeline owned and operated by Shell within the OTF;
○ Relocation of an existing Entergy 115 KV transmission line located within the footprint of the conveyance channel;
○ Relocation of an existing Entergy 35 KV distribution line located within the La Hwy 23 right of way and conveyance channel footprint;
○ Relocation of an existing Plaquemines Parish 16-inch waterline located within the La Hwy 23 right of way; and
○ Relocation of existing CableOne and AT&T fiber lines located on Entergy Distribution’s infrastructure through an existing agreement.

F. Proposed Staff Qualifications: The Proposer should provide resumes and detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to their successful performance of the required services.

The Proposer should identify the key responsible staff to be assigned for the Project OCIP along with their respective resumes. The Proposer should identify who will be responsible for the account with respect to: executive management, marketing the program to insurance carriers, the structuring and placement of same and the day-to-day administration of this OCIP. The Proposer should identify the remainder of the account team (to include HSE/safety engineers, claim and medical case managers, etc.) names, office locations and contact information.

Resumes outlining construction insurance and CIP (Controlled Insurance Program)/Wrap-up and OCIP experience should be provided for the key responsible staff and each account team member. The Proposer should include CIP (Controlled Insurance Program)/Wrap-up and OCIP experience including specific OCIP civil works construction experience and appropriate licensing for the tasks assigned (e.g. agents, risk managers, safety license, etc.), area of expertise, role, training, education, and estimated percent of time to be devoted to the Project's OCIP for each person on the team.

The Proposer should provide an organization chart that identifies each staff position being contemplated to deliver this OCIP Broker Services (identify specific individuals where available including any subcontractors/consultants) and a bar chart indicating approximate duration of participation with estimated FTE per position per year for the duration of the OCIP Program. The OCIP Program may exceed the term of the contract held by the Contractor selected as a result of this RFP.

The Proposer should describe the services (specific to construction) and individuals (organization and staff) to be assigned from the servicing office designated to service the Project's OCIP. If any staff is located outside the servicing office, please indicate their geographical location. If Proposer intends to use services from other offices, please describe their location, the services they would provide and who in that office will provide them.
The Proposer should provide a complete description (including technical qualifications) of any National Resources available to the OCIP team. The Proposer should include expected roles and responsibilities on this OCIP.

Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

**Individual resumes should include a minimum of three (3) and up to five (5) project references, and each individual resume should be limited to three (3) pages.**

G. **Veteran and Hudson Initiative Programs Participation:**

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


A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at: [https://smallbiz.louisianaeconomicdevelopment.com](https://smallbiz.louisianaeconomicdevelopment.com)

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal: [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network: [https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm](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 SE, VSE, or DVSE.

H. **Cost Proposal:**

The Proposer shall provide a total "Not-to-Exceed" Firm Fixed Contractor Fee for the OCIP Brokerage Services to include all potential coverage listed in Part III - Scope of Services for the three-year duration of the OCIP Broker Services contract. The proposed Fee shall include all costs for the development, implementation, administration, management, loss control, claim and medical case management of the OCIP for the Project during the three-year Broker Services contract duration (inclusive of support services, direct expenses and all other project related expenses). CPRA reserves the right to request a breakdown for proposed Fee along with any exceptions or clarifications required to support the Cost Proposal.

The Cost Proposal Form (Attachment IV) shall be completed and submitted as part of the proposal. If the Proposer does not include the Cost Proposal Form (Attachment IV) containing the “Not-to-Exceed” Firm Fixed Contractor Fee, the Proposer will be considered non-responsive and be disqualified.
The Contractor shall be prohibited from receiving any and all additional or other "commissions or fees" from insurance carriers for the placement of any OCIP insurance.

I. **Certification Statement:** The Proposer must sign and submit the signed Certification Statement, Attachment I. **Proposals that do not contain the signed Certification Statement will be disqualified.**

J. **Outsourcing of Key Internal Controls:** *Not applicable to this RFP.*

K. **Subcontractors:** Persons who are not full-time employees of the Proposer shall be considered subcontractors. All subcontractors necessary to conduct the work should be identified as specified in Section 1.22: Use of Subcontractors, *including the projected percentage of the scope of services to be accomplished by each subcontractor.* For each subcontractor, the Proposer should include letters of agreement to undertake their portion of the proposed work.

L. **Insurance:** The proposal should include a certificate of insurance as proof that the Proposer has in effect limits of insurance required by Section 1.30 Insurance Requirements for Contractors. If selected as a Contractor, the Proposer shall provide certificates of insurance as proof of coverage at the time of contract negotiation.

**1.9.2 Volume II – Financial Information**

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

Demonstration of Financial Capability is required for Acceptance of this Proposal. Financial information is used for determination of responsibility (See Section 1.21), and not as evaluation criteria. In Volume II, proposals shall include evidence demonstrating the Proposer’s financial capability to carry out this project. Evidence shall include either #1 or #2 below:

1. Financial Statements (preferably audited or reviewed by an independent CPA) for the past three (3) full twelve-month periods. Financial Statements are to include, at a minimum, the balance sheet and income statement for each of the past three (3) full twelve-month periods.

2. If the past three (3) full twelve-month periods of financial statements (to include at a minimum the balance sheet and income statement) are not available, Proposer shall state the specific reason the financial statements are not available and shall provide a letter from the Proposer’s bank and/or other financial companies stating financial status/standing with the bank or financial company (on bank/financial company letterhead).
*Proposals that do not contain financial statements and Proposer does not provide a specific reason for financial statements being unavailable will not be accepted and will result in disqualification of the Proposer.

*Letters from Proposers declaring their own financial capability will not be accepted and will result in disqualification of the Proposer.

*Proposals that do not include the specified financial information detailed above will not be accepted and will result in disqualification of the Proposer.

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

1.10 Number of Copies of Proposals
The following shall be submitted to the RFP Coordinator at the address specified.

Volume I – Technical and Cost Proposal
One (1) original, clearly marked “Original”, that includes original signatures of 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.

- Four (4) hard copies
- One (1) electronic format (i.e., CD, flash drive)

Volume II – Financial Information
- One (1) hard copy

The Original proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

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<td>Proposers should not submit any electronic copies of Volume II.</td>
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1.11 Legibility/Clarity
Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP.
are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.12 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State’s operation which are designated confidential by the State and made available to the Contractor in order to carry out the contract, or which become available to the Contractor in carrying out the 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 may be rejected without further consideration or recourse.

1.13 Proposal Clarifications Prior to Submittal

1.13.1 Pre-Proposal Conference

A non-mandatory informational pre-proposal conference will be held at the CPRA office, 150 Terrace Avenue, Baton Rouge, LA 70802. The purpose of the conference is to present and clarify information about the Project and the procurement process. Although impromptu questions will be permitted, and spontaneous answers will be provided during the conference, the only official answer or position of the CPRA will be stated in writing in response to written questions. Therefore, potential Proposers should submit all questions in writing, per Section 1.13.2 even if an answer has already been given to an oral question. Due to limitations in space, the CPRA requests that the Respondents limit their attendance to no more than five (5) individuals per Respondent. The meeting will be held on June 7, 2022 at 1:00 PM (Central Time).

Firms planning to attend the Pre-Proposal Conference should notify the Single Point of Contact identified in Section 1.13.2 by email no later than 2:00 PM Central Time on June 3, 2022 of the
names and titles of the individuals that will attend. At that time, notice should also be given of any person with a disability requiring special accommodations for the Pre-Proposal Conference.

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

Gloria Tigner, RFP Coordinator
Coastal Protection & Restoration Authority
Email: CPRAcontracts@LA.GOV

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by 3:00 PM Central 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/ops/vendorcenter/regnhelp/index.aspx

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

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

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

Any costs associated with 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 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.

1.14 Errors and Omissions in Proposal

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

1.15 Changes, Addenda, Withdrawals

The State reserves the right to change the Schedule of Events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm and http://coastal.la.gov/resources/rfps-rsiqs-contracts/contracts-and-grants/

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

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.

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

1.17 Proposal Rejection/RFP 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.

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

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

1.20 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 La. 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 the 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 the contract by the Office of State Procurement. The Contracting agency reserves the right to withdraw its consent to the 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.
1.21 Determination of Responsibility

Determination of the Proposer’s responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:1505. 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.

1.22 Use of Subcontractors

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

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the 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, if requested by the State. 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.

1.23 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. If Oral Presentations are requested by CPRA, detailed information and requirements and evaluation criteria for presentations will be provided to the contact person for each of the short-listed Proposers, as further stated in Section 4.5 Oral Presentations.
1.24 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.

1.25 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.

1.26 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 Services 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.

1.27 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 II. 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 the "Not-to-Exceed" Firm Fixed Contractor Fee on the Cost Proposal Form (Attachment IV) with any Proposer selected by the Proposal Review Committee for award. The Proposer will receive written notification of the State’s intent to negotiate the "Not-to-Exceed" Firm Fixed Contractor Fee.
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.

1.28 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 Proposers will be notified in writing accordingly.

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

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within 14 calendar days after the agency issues a Notice of Intent to award a contract.

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

1.29 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 (5) 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.

1.30 Insurance

1.30.1 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.

The Contractor shall not commence work under the 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.

1.30.2 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.

1.30.3 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.

1.30.4 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 elsewhere specified. 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 subcontractor.

1.30.5 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.
1.30.6 Professional Liability (Errors & Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.30.7 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.

1.30.8 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.

1.31 Liability and Indemnification

1.31.1 Contractor Liability

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

1.31.2 Force Majeure

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or
force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under the contract.

1.31.3 Indemnification
Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State’s act or failure to act.

1.31.4 Intellectual Property Indemnification
Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State’s unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.
1.31.5 Other Remedies
If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

1.32 Payment
Payment terms shall be negotiated with the successful Proposer.

During the execution of tasks contained in the Scope of Services, the Contractor may submit monthly invoices in accordance with the Cost Proposal Form in Appendix B (Proposal). Invoices along with supporting documentation as set forth in RFP (Appendix A) and the Proposal (Appendix B) shall be submitted monthly with Monthly Monitoring Reports (Appendix C). All travel will be in accordance with PPM49.

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

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

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

1.32.1 Electronic Vendor Payment Solutions
The State desires to make payment to the awarded Proposer 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 III for additional information regarding electronic payment methods and registration.

1.33 Termination

1.33.1 Termination of the Contract for Cause
The State may terminate the 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 the 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.

1.33.2 Termination of the Contract for Convenience

The State may terminate the contract at any time without penalty by giving 30 calendar days’ written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for work performed and deliverables in progress, to the extent work has been performed satisfactorily. In no case shall the State be liable for payment to the Contractor for unrealized costs or anticipated profits.

1.33.3 Termination for Non-Appropriation of Funds

The continuation of the 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 the funds have not been appropriated. In this event, the Termination shall be deemed for Convenience.

1.34 Assignment

No Contractor shall assign any interest in the 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 the approved contract without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.35 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 the 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 subcontract 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.
1.36 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 the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Contractor agrees not to discriminate in its employment practices and will render services under the 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 the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.37 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.

1.38 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 contract (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.

1.39 Contract Modifications

No amendment or variation of the terms of the 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.

1.40 Substitution of Personnel

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

1.41 Governing Law
The 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 the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.42 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.

1.43 Code of Ethics
All Proposers should be advised that contractors may, in certain circumstances, be deemed public employees as defined by the Ethics Commission and may be subject to the provisions of the Ethics Code. It is the responsibility of the Proposer to understand and comply with the requirements and prohibitions. Full disclosure to the CPRA is required of any potential conflicts, with particular emphasis on the provisions of La. R.S. 42:1111 C and La. R.S. 42:1115 A and B. Any potential conflicts shall be resolved with the Louisiana Board of Ethics prior to seeking a contract.

1.44 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.

1.45 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 Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

1.46 Cybersecurity Training
In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana’s Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State
government information technology assets, the Contractor’s employees, agents, or subcontractors
with such access must complete cybersecurity training annually, and the Contractor must present
evidence of such compliance annually and upon request. The Contractor may use the cybersecurity
training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, “access to State government information technology assets” means
the possession of credentials, equipment, or authorization to access the internal workings of State
information technology systems or networks. Examples would include but not be limited to State-
issued laptops, VPN credentials to access the State network, badging to access the State’s
telecommunications closets or systems, or permissions to maintain or modify IT systems used by
the State. Final determination of scope inclusions or exclusions relative to access to State
government information technology assets will be made by the Office of Technology Services.

1.47 Duty to Defend
Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out
of or be related to the contract, Contractor shall investigate, handle, respond to, provide defense
for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is
groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the
Contractor, but this assistance shall not affect the Contractor’s obligations, duties, and
responsibilities under this section. Contractor shall obtain the State’s written consent before
entering into any settlement or dismissal.

PART II: INTRODUCTION AND BACKGROUND

2.1 Mississippi River Sediment Diversion Program Background
In 2005, following Hurricanes Katrina and Rita, the Louisiana Legislature established the CPRA
and set in motion the creation of a comprehensive master plan for the coast that is updated every
six years with the best available information, and a fiscal annual plan that details the funding and
implementation schedules for projects. The Louisiana Comprehensive Master Plan for a
Sustainable Coast (Coastal Master Plan) is focused on a long-term view and is a vehicle for
coordinating Louisiana’s local, state, and federal level responses to land loss and potential threats
from hurricanes and storm surge events. The Coastal Master Plan provides a list of projects that
build/maintain land and reduce risk to local communities and includes the Mississippi River Mid-
Basin Sediment Diversion Program (Program).

The Mississippi River Mid-Basin Sediment Diversion Program is currently comprised of the Mid-
Breton Sediment Diversion Project and the Mid-Barataria Sediment Diversion Project (Project or
BA-0153). Funding or potential funding has been identified for the planning, permitting,
engineering and design, as well as construction for the Program primarily from the National Fish
and Wildlife Foundation (NFWF), Gulf Environmental Benefit Fund (GEBF) and the Natural
Resource Damage Assessment (NRDA) process. 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 and other funding sources.
2.2 Mid-Barataria Project Overview

This Project was originally selected for implementation in the 2012 Coastal Master Plan (CPRA 2012). In 2013, the CPRA contracted with a Design Consultant who completed a Basis of Design (herein referred to as 2014 Base Design), which included reports and preliminary drawings. However, the 2014 Base Design was not progressed further into detailed design at the time. In 2018, the CPRA selected AECOM as the Project Design Team to review the documents and confirm concepts shown in the 2014 Base Design and/or develop their own recommended concepts during the Basis of Design (BOD) (15%) phase and once approved, complete the Project Design.

Figure 1: Mid-Basin Sediment Diversion Program Location
Figure 2: Mid-Barataria Sediment Diversion Project

Milestones for this Project, as of February 2022, are provided in Table 1. These milestones are subject to possible modification due to permitting, EIS, or Section 408 process schedules uncertainty.
### Table 1: Mid-Barataria Project Milestones

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Month/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Team NTP</td>
<td>February 2018 (Actual)</td>
</tr>
<tr>
<td>CMAR NTP</td>
<td>August 2018 (Actual)</td>
</tr>
<tr>
<td>15% (BOD) Design</td>
<td>October 2018 (Actual)</td>
</tr>
<tr>
<td>30% Design</td>
<td>July 2020 (Actual)</td>
</tr>
<tr>
<td>60% Design</td>
<td>September 2021 (Actual)</td>
</tr>
<tr>
<td>90% Design</td>
<td>July 2022</td>
</tr>
<tr>
<td>Final EIS/ROD</td>
<td>August 2022</td>
</tr>
<tr>
<td>OCIP in Place</td>
<td>December 2022</td>
</tr>
<tr>
<td>Construction Start</td>
<td>January 2023</td>
</tr>
<tr>
<td>100% Design</td>
<td>June 2023</td>
</tr>
<tr>
<td>Construction End</td>
<td>March 2023</td>
</tr>
<tr>
<td>Commissioning Complete</td>
<td>March 2029</td>
</tr>
</tbody>
</table>

Project construction will generally include mobilization, execution of subcontract and supplier agreements, construction works, demobilization, commissioning, Project acceptance, and Project closeout. The performance of construction services by the CMAR Contractor may begin prior to the completion of Project design. See Attachment VI for a summary of the construction schedule.

### 2.3 Program Management Team

The Program Management Team (PMT) is responsible for management and successful implementation of the Program. It is organized and staffed to support the centralized and coordinated management of the Projects to be delivered under the Program. It is comprised of the CPRA and the CPRA support staff and provides Program-level senior leadership and oversight to guide implementation of the Program Delivery Plan (PDP) through functional teams and individual Project Teams. The PMT implements CPRA policy and plans for the Program, develops and recommends Program budgets and schedules, monitors and reports Program delivery progress, develops and codifies Program planning and delivery functions, organizes and manages Program staff, and implements and coordinates procurement strategy.

The PMT is led by the Program Manager, a CPRA employee who reports directly to the CPRA Executive Director on all Program-related matters and administratively falls under the Chief of the CPRA Operations Division. The Program Manager is responsible for managing all aspects of the Program during all phases of Program/Project delivery, to include scope, budget, quality, and schedule. The Area Engineer, who will be responsible for managing the construction at the Program level, implementation of the Program Construction Management Plan, and providing administrative guidance and oversight of Project Construction, is also a member of the PMT. The Area Engineer will coordinate closely with the Program Manager and Project Managers on all construction-related matters. The PMT will be the lead for, manage, coordinate and provide Outreach and Engagement (O&E) support to the Project during construction.
The PMT is composed of the Program Management Office, the Mid-Barataria and Mid-Breton Project Teams, Owner’s Review Team (ORT), Safety Assurance Review (SAR) Panel and other consultants as determined by the CPRA, as shown on Figure 3. The PMT also coordinates with a dedicated Agency Technical Review (ATR) Team from the U.S. Army Corps of Engineers (USACE) for additional technical reviews as required for the Section 408 permit and other required permits issued under USACE regulatory authority.

- **Program Executive Team (PET).** The CPRA Program Executive Team (PET) consists of the senior leadership of the CPRA and provides executive-level input and feedback on the Program to the Program Manager, reviews, approves Program plans, policies, and procurements, and provides strategic direction and advice to the PMT.

- **Project Teams.** The Project Teams provide Project-level leadership and oversight. Each Project Team is led by a Project Manager and is responsible to the PMT for ensuring that effective, coordinated actions combine to deliver their assigned Project on schedule and within budget. Each Project Team consists of everyone necessary for the successful development and execution of all phases of their Project. Team members may include the CPRA Staff, Project Design Team, CMAR Contractor, ICE Contractor, Construction Administration and Quality Assurance Contractor, and Program Management Contractor staff.

- **Owner’s Review Team (ORT).** The ORT is a multi-disciplinary team of technical and engineering subject matter experts led by the CPRA that reviews deliverables submitted by the Project Teams on behalf of the CPRA and provides technical support and expertise to support management of Program/Projects as part of the Program’s Quality Management Plan.
• **Program Management Office (PMO).** The Program Management Office (PMO) is responsible for assisting the CPRA Program Manager in managing and delivering the program. It provides administrative, logistical, and management support and subject matter expertise as required to support Program and Project delivery.

• **SAR Panel Contractor.** The Safety Assurance Review (SAR) Panel consists of five subject matter experts with extensive experience in engineering and construction and is charged with conducting a Type II Independent External Peer Review (IEPR) of the design and construction activities for all projects at the 60% design milestone, and at the start and at 50% construction completion. These reviews are intended to be sufficient to inform the CPRA on the adequacy, appropriateness, and acceptability of the design and construction activities for the purpose of assuring public health, safety and welfare. This review is intended to comply with the requirements as outlined in the Water Resources Development Act (WRDA) 2007 (Public Law 110-114) Section 2035 and the procedures described in USACE, Civil Works Review Policy (Engineer Circular (EC) 1165-2-214, dated 15 December 2012).

### 2.4 Project Team

During the Project’s Construction Phase, the Project Team will be composed of the Project Owner (CPRA), PMT, Design Team, CMAR Contractor, EIS TPC, ICE Contractor, Resident Office Staff, Project Management Services Contractor, Engineering Services During Construction Contractor, Construction Administration and Quality Assurance Contractor and other consultants as determined by the CPRA, as shown in Figure 4.

![Figure 4: Mid-Barataria Sediment Diversion Project Team (Construction Phase)](image)

• **Project Management Support:** The CPRA selected Jacobs Engineering to provide Project Management Support for this Project. The Project Management Support staff will be located on the Project site and will work under the direction of the PMT and in coordination with the Resident Engineer. The Project Management Support staff will be responsible for providing
Project controls support during construction to include managing the processing of all Contractor invoices and claims, tracking the status of the Project’s budget, cost, schedule, and progress, and providing administrative and logistics support to the Resident Office Staff and PMT staff while they are supporting on the Project.

The Contractor selected under this RFP will be part of the Project Management Support team.

- **Resident Office Staff.** The Resident Office Staff will consist of the Resident Engineer and Deputy Resident Engineer and be located on the Project site at all times during construction. The Resident Office Staff will work under the direction of the Program Manager and Area Engineer and will be responsible for day-to-day oversight of the CMAR Contractor with support from the Construction Administration and Quality Assurance Contractor in accordance with the governing construction contract documents, plans, and specifications to include managing scope, quality, schedule, and cost of Project construction, reviewing CMAR Contractor submittals, invoices, correspondence, and claims, and preparing reports. The Resident Office Staff will be selected under a separate procurement.

- **Engineering Services During Construction (SDC) Contractor:** The CPRA intends for the Design Team, AECOM, to provide this service. Engineering Services During Construction include responding to design and engineering-related Requests For Information (RFIs), reviewing technical submittals from the CMAR Contractor, providing technical and design-related support to the CPRA for the Project as requested, completing any iterative redesign work as required, and completing and submitting the Record Drawings to the CPRA once construction is completed.

- **CMAR Contractor.** The CPRA selected Archer Western Alberici JV as the CMAR Contractor for this Project. The CMAR Contractor is responsible for engineering and designing (E&D) of the Project’s temporary features of work and developing progressive construction cost estimates and the construction schedule during the Project’s Design/Preconstruction Phase. The CMAR Contractor is also responsible for preparing a Guaranteed Maximum Price (GMP) proposal to complete the Project as designed and may be directed to procure long-lead time items and begin construction on some preliminary features of work prior to the completion of the Design Phase (“Early Works”). If an agreement with the CPRA is reached on the GMP, the CMAR Contractor will be responsible for constructing the Project in accordance with the Project construction documents and the provisions of their contract with the CPRA within the GMP and scheduled Project construction duration.

The CMAR Contractor is responsible for implementing the Construction Plans it developed during the Pre-Construction Phase, to include its Project Management Plan (PMP), Quality Control (QC) Plan, and Health, Safety, Security, and Environment (HSSE) Plan, Hurricane Preparedness and Response Plan, Procurement Plan, and Environmental Management Plan. The CMAR Contractor is responsible for construction means and methods and monitoring and managing all Quality Control on the Project site, to include shop drawings, and equipment and materials. The CMAR Contractor is responsible for ensuring the adequate physical security of
the Project site. The CMAR Contractor will report Project construction costs and maintain
detailed construction cost records. The CMAR Contractor will manage the commissioning
activities and implement the close out procedures necessary for the CPRA to accept the
completed Project.

- **Construction Administration and Quality Assurance (QA):** The Construction
  Administration and Quality Assurance Contractor is responsible for assisting the Resident
  Office Staff with administration of the construction contract, monitoring construction, and
  Quality Assurance (QA) during the Construction Phase to ensure that construction is being
  completed in accordance with the plans and specifications contained in the Project construction
documents. As part of QA, the Construction Administration and Quality Assurance Contractor
  is responsible for conducting the quality assurance oversight, inspection, and testing of
  materials used in Project construction and work performed in accordance with established,
  applicable engineering standards to verify compliance with the standards outlined in the
  Project construction documents. The method and frequency of testing required will depend on
  type of work being performed and be recommended by the Design Team as part of the overall
  QA/QC Plans. The Construction Administration and Quality Assurance Contractor will be
  selected under a separate procurement.

- **Design Team:** The CPRA selected AECOM as the Designer for this Project. The Design Team
  is responsible for E&D of the Project’s permanent features of work during the Project’s Design
  Phase, to include the plans, specifications and other technical construction contract documents.

- **EIS TPC:** The CPRA selected GEC as the EIS TPC for this Project. The Environmental Impact
  Statement Third Party Contractor (EIS TPC) is responsible for assisting in the preparation of
  the EIS for the Project, to include researching, developing, and drafting the EIS. Publication
  of the Final EIS will inform the Record of Decision (ROD), allow the Project to be permitted
  for construction and Natural Resource Damage Assessment (NRDA) funding to be approved
  for Project construction.

- **ICE Contractor:** The CPRA selected Stanton Constructability Services, LLC as the ICE
  Contractor for this Project. The Independent Cost Estimator (ICE) Contractor is responsible
  for providing independent cost estimates to support delivery of the Project. During the Design
  Phase, the ICE Contractor will develop independent cost estimates to coincide with each design
  milestone, assist with the reconciliation of all cost estimates, and provide input on risks
  associated with the construction and any proposed value engineering solutions. The ICE
  Contractor may also be engaged to review estimates to support GMP negotiations. During the
  Construction Phase, the ICE Contractor may be engaged to perform additional independent
  cost estimating to support a cost reasonableness analysis of any work performed or proposed
  and/or the negotiation of any proposed adjustment to the GMP.

The CPRA reserves the right to replace and/or retain other professionals and consultants to assist
with delivering this Project.
PART III: SCOPE OF SERVICES

The Contractor shall coordinate with the CPRA, CMAR Contractor, other CPRA contractors and regulatory agencies and maintain a cooperative attitude throughout the life of the project.

3.1 Insurance Program Overview

The selected Contractor will design, place, administer and manage the broadest insurance program at the most reasonable cost that adequately protects the Project and all other parties with insurance against the risks associated with the construction of the Project. Insurance should include but not be limited to the following coverage:

- Workers Compensation
- Employers Liability
- Commercial General Liability
- Excess (Umbrella) Liability
- Builder's Risk
- Automobile Insurance
- Equipment Insurance
- Marine Insurance
- Railroad Protective Insurance
- Site Specific Pollution Liability (CPL & PLL)
- Professional Liability (OPPI or Project Specific Professional Liability)

3.2 OCIP Implementation Plan

After notification of award and prior to implementation, Contractor shall provide the CPRA with an OCIP Implementation Plan of proposed services for the Program’s development including a schedule that supports project requirements.

3.3 Insurance Program Design and Administration

Program design and administration services shall include but not be limited to the following:

- Developing and implementing the OCIP program foundation, including OCIP Project Insurance Manual and OCIP Underwriting Submission;
- Advising with regard to controlling the CPRA's risk exposure during the Project;
- Providing policy holders’ services to the CPRA, the CMAR Contractor and its Contractors/subcontractors participating on the Project;
- Supporting and assisting in development, implementation and monitor/oversight of an HSE/Safety and Loss Control Program;
- Performing claims management (medical (M), bodily injury (BI), general liability (GL), excess general liability (XGL), builder’s risk (BR), and others as noted above);
- Providing for an automated Risk Management Information System; and
- Performing overall administration and management of all OCIP programs related activities as required, by the CPRA or its designee.
3.4 Program Development and Implementation Services

Program development and implementation services shall include but not be limited to the following:

- Review the CPRA's Project parameters; analyze risks; develop innovative wrap-up program and conceptually outline options and recommend appropriate coverage, policy limits, retentions and markets.
- Manage the development of proposal specifications (OCIP Underwriting Submission) for insurance requirements to be included in OCIP insurance Underwriting Submission. Conduct solicitation processes, as required.
- Contractor to manage the payment process for payments for insurance premiums from the CPRA to insurance carriers.
- Manage the evaluation of proposals related to the construction insurance (OCIP), make recommendations as required, and support the CPRA in presenting recommendations. A complete comparison of all insurance submissions (including a detailed risk/review) should be included in Contractor's recommendation, along with rationale for the insurance programs recommended.
- Represent the CPRA in all negotiations with insurers, underwriters, insurance regulatory authorities and other parties with regards to the CPRA's OCIP. Manage and assist the CPRA in developing contracts with selected insurers. The CPRA reserves the right to approve the Program prior to its placement.
- Review project construction documents and construction bid specifications for related construction insurance requirements and provide the appropriate OCIP language to be incorporated into these documents. Provide recommended revisions so that the documents will properly support the proposed OCIP Program.
- Develop additional specifications, if any, to obtain any other needed services for the program which are not anticipated to be supplied by the CPRA or the insurer.

3.5 Risk Control Services

Risk control services shall include but not be limited to the following:

- Continually monitor the CPRA's operations and loss exposures, evaluate risk, determine the needed level of risk retention and risk transfer and recommend appropriate coverage change or new coverage.
- Provide a full time on-site OCIP HSE Manager, OCIP HSE Engineer and OCIP Document Control Clerk. Manage the overall OCIP HSE/Safety by continually monitoring, coordinating and overseeing the construction operations and the implementation of the CMAR Contractor’s project specific HSE/Safety plan. Manage overall OCIP HSE/Safety to identify and eliminate hazardous conditions that may lead to injury and or property damage using safety standards, best management practices, and Injury Free Environment Techniques, communicate deficiencies and recommend appropriate action and/or improvements to provide for a safe work site environment.
- When requested by the CPRA, review changes in design, construction and other contracts and advise the CPRA on risk transfer implications. Provide sample wording for insurance,
bonding and indemnification provisions in construction contracts.

- Review and analyze changes in insurance provisions of contract documents.

### 3.6 Policyholder Services

Policyholder services shall include but not be limited to the following:

- Provide OCIP Project Insurance Manual and meet with the CPRA, the CMAR Contractor and its contractors/subcontractors, as needed, to explain the OCIP program, answer questions, respond to inquiries related to the OCIP program, including advice on how to properly complete contract document submissions related to the OCIP.
- Assist in evaluation of contractors' submissions and provide necessary information back to the CPRA on associated costs of contractors as determined under final OCIP program design.
- Ensure timely and accurate enrollment of all parties to be insured by OCIP. Develop and establish work commencement and termination procedures. Check the wording and accuracy of each policy, binder, certificate, endorsement or other document received from insurers and obtain revisions in such documents when needed. Issue binders, certificates of insurance and insurance policies to all insured policies. Audit all policies and bonds.
- Secure and maintain up-to-date evidence of automobile liability and any other non-OCIP coverage, as required, from all contracting parties (both OCIP and non-OCIP construction contractors and subcontractors)
- Keep current on all exposure changes and as authorized by the CPRA, amend policies as appropriate.
- Notify the CPRA of any required OCIP coverage modifications recommended by policy underwriters. Implement modifications or changes as directed by the CPRA.
- Verify the accuracy of rates and premium charges. Audit and recommend approval of Premium Audits and Retrospective Adjustments and/or Deductible Reimbursements as appropriate to the OCIP insurance policies.
- Promptly submit originals of all policies and endorsements to the CPRA.
- Be available to answer questions from the CPRA or covered construction contractors.
- Obtain answers to policy coverage questions from underwriters.
- Re-market insurance and/or non-insurance programs (e.g., Safety and Loss Control Service, Claims Management, Risk Management, Medical Case Management, etc.) related to this Project as may be necessary.
- If appropriate to the OCIP program design, provide estimate of the CMAR Contractor’s "credits" on a per project basis. Estimate to be based on current market conditions at time of bid. Estimate to provide targeted credit amount and expected credit amount. Credit estimate to include: WC, GL, XGL, and OH/P. Estimate to be based on WC codes for type of project within the State of Louisiana.

### 3.7 Safety and Loss Control

The CPRA expects a strong safety and loss control component for the OCIP to ensure a safe working environment and to minimize loss expenditure. The Contractor shall take the lead in and
support the CPRA in the development of the OCIP Project HSE Requirements. The CPRA expects the Contractor to monitor the contractors' implementation of its site specific HSE program to ensure its compliance. The Contractors' HSE site specific program will include, but not be limited to the following:

- Provide a full time on-site OCIP HSE Manager to continually monitor the construction operations and the implementation of the contractors' project specific HSE plans and recommend appropriate improvements to provide for a safe work site environment. Provide these on-site full personnel, to monitor compliance with the OCIP Project HSE Requirements, the contractors' safety plans and the safety and loss control functions required of all entities performing work on the Project. HSE personnel may be assigned multiple work sites, as required.
- Provide a full time on-site OCIP Document Control Clerk to support the OCIP HSE Manager in the maintenance of safety files, safety documentation (e.g. SPAs, MSDS, certifications, inspection reports, permits, orientation reports, incidence reports, etc.) and related OCIP HSE meeting duties.
- In addition, arrange for and coordinate the insurance carriers' risk control services consisting of periodic inspections of the work sites. All safety and loss control deficiencies shall be reported in writing to the CPRA and the CMAR Contractor as stipulated in the OCIP Project HSE Requirements, and shall state length of time Contractor and/or subcontractor has to correct noted violation(s). Follow-up on noted deficiencies as needed or upon request by the CPRA.
- Conduct and manage Project Team HSE meetings as required, but at least monthly.
- Conduct, support and/or monitor safety training programs, in conjunction with insurance carriers, as required.
- Support first aid and injury response programs to be provided by the CMAR Contractor.
- Take the lead in the development of the OCIP Project HSE Requirement and the formulation and monitoring of project specific policies, procedures and action plans concerning project medical and first aid services, employee drug testing program, security, site access management, emergency and disaster action plans, safety training, and any other safety related programs as requested by the CPRA.
- Support preconstruction condition survey of all existing facilities likely to be affected by construction activities.
- Support a safety incentive program or other recommended program of this type, if determined to be of a benefit to a safe working environment and the project.
- Obtain access to Insurance Carrier accident statistics and OSHA records and provide timely reporting to the CPRA.
- Analyze loss trends and prepare safety and loss control monthly reports, including an analysis of accident frequency, severity and causes by project. Provide and have the ability to implement recommendations to improve observed adverse loss trends and/or hazards to the CPRA. Modify and update OCIP Project HSE Requirements, as needed.

3.8 Claims Management

Claims management services shall include but not be limited to the following:
• Manage insurance carrier in the adjustment and settlement of claims and losses and advise on coverage application to specific claims.

• Manage the development of a well-coordinated claims program between the insurer, the Administrator, the adjusters, State and the covered contractors and subcontractors. Provide on-site claims coordinator(s), in the event of a large number of claims.

• Maintain or cause to maintain accurate claim data on an accident database. The CPRA shall have on-line access to accident and claim cost data. Also, provide the CPRA with status reports, in form and frequency as required by the CPRA.

• Recommend deductible levels and apply deductibles to appropriate contractors for each claim. Assist the CPRA in covering deductible amounts from the respective contractor when applicable. Monitor and assist contractors as indicated. Verify and negotiate reasonable contractor insurance deductibles.

• Assist the CPRA in coordinating claims where existing State insurance programs dovetail with OCIP.

• Provide recommendations for medical cost containment, medical case management, structured settlements and other areas to reduce claim costs. Assist insurer in the implementation of approved programs. Prepare appropriate communication materials to affected contractors. Negotiate fees for medical services when applicable.

3.9 Risk Management Information System (RMIS)

Risk management and information system services include but not be limited to the following:

• Provide a Risk Management Information System that is compatible with the Project Information Management System (Prolog) to deliver monthly, quarterly, and annual reports summarizing progress accomplishments, current and planned activities, safety, claims, actual vs. budgeted costs, contractor data, program saving, cash flow projections and other pertinent information. The Broker and/or insurer(s) RMIS must provide the CPRA with real-time on-line access to the RMIS including credit calculation reports, ability of contractors to enroll on-line and submit payroll and integrate claims loss data from insurance carrier to produce financial accounting reports.

• Maintain contractor tracking logs that include: An alphabetical listing of all contractors including name, address, and phone numbers; contractors loss history; list of contractors by tiers of relationships: e.g., construction manager, general contractor, subcontractor, etc.; contract date, startup date, and completion date; underwriting data by experience modification; estimated contract and payroll data; labor classifications rates; and lower tier contract cost.

• Provide a policy and form information tracking system to track from receipt and transmittal to contractor and insurance carriers.

• Oversee monthly payroll reporting and tracking systems to ensure contractor payroll records are obtained in a timely manner.

• Generate exception reporting that identifies contractors who are not submitting required underwriting data, applications, payroll reports, certificates of insurance, and termination of work forms.

• Supply financial information, including development and trending of claims, reserve
analysis, retrospective analysis if appropriate, records of transactions and other information as appropriate.

- Obtain and provide periodic loss runs organized by contractor, by type of coverage, by month, by policy year, by calendar year and by site. Summarized information on all losses organized by types of coverage, by policy year, by calendar year, and by site, should also be provided.

### 3.10 Administration

Administration services shall include but not be limited to the following:

- Provide all related services until the applicable OCIP rating plan is considered closed and final. It is recognized that all claims will not be completed at the end of the contract, so all outstanding claims, documentation, etc. will be turned over to the CPRA. The Contractor shall designate one or more persons in its organization that will have day to day responsibility for this Program. Designated principal and other key personnel shall not be removed or reassigned from account without prior written approval from the CPRA. Replacement of key personnel is subject to prior consultation with an approval of the CPRA.

- Provide monthly written progress reports of OCIP to the CPRA.

- Sixty (60) days prior to each program anniversary date, submit a written report stating:
  - Insurance program earned premiums and incurred losses by year and by coverage line, including retained and non-retained loss reserves (including IBNR), major loss information and estimated savings to date of OCIP;
  - Anticipated issues regarding insurance terms, conditions and other indications of market conditions, trends and changes; problems identified in claims, safety, uninsured risks, etc.;
  - Services performed, planned and recommended for improved program design; and
  - Issues related to coordination of OCIP with any of the State's existing insurance programs and other significant OCIP related issues.

- Prepare a work plan as part of the OCIP Implementation Plan, to establish activities, milestones, deliverables, staffing and other related services.

- Prepare and distribute to the CPRA and the CMAR Contractor, the OCIP Project Insurance Manual that provides information about the insurance coverages, HSE programs, claim reporting, record keeping and other requirements that will be required of the contractors/subcontractors working on the Project.

- Attend all meetings with the CPRA and the CMAR Contractor related to the OCIP Program, as required, to communicate programs information and requirements and answer any inquiries.

- Coordinate the timely filing of required workers' compensation reports.

- Analyze project loss runs to identify developing loss problems and patterns and initiate solutions as approved by the CPRA.

- Assist the CPRA and the CMAR Contractor in screening contractors' proposals by comparing contractor's cost proposals with and without insurance to determine whether or not the cost of the insurance has been fully removed from the proposal and what impact
the individual contractor's loss will have on the cost.

- Provide final report at the completion of the OCIP once losses are finalized, in a format acceptable to the CPRA. (Taking into consideration the 3-year initial contract limitation).
- Attend and actively participate in monthly meetings with the CPRA concerning the status and progress of the OCIP, other than that listed elsewhere.
- Secure and review annual actuarial report on OCIP and provide findings to the CPRA and assist in proper accounting of OCIP on the CPRA's financial statements.
- Assist the CPRA in making presentations relating to the OCIP program, as may be needed, to State, City, or other entities as may be required.

3.11 Document Control and Record Management

The Contractor shall keep accounts, books, and records pertaining to services performed and reimbursable expenses incurred on the basis of generally acceptable accounting principles and in accordance with such reasonable requirements to facilitate access and review by the CPRA as it may require. The CPRA and its representatives and agents shall have the right of access to inspect, review, and/or audit in conformity with accepted auditing and accounting practices, the accounts, books, records, and activities of the Contractor necessary to determine compliance by the Contractor with the provisions and requirements of the contract.

All such records shall be made available to the CPRA at the Contractor's local project office during normal business hours, upon reasonable notice given to the Contractor. This access shall be in force for a period not to exceed seven (7) years from completion of the Contractor’s contract, unless litigation, claims negotiation, audit, or other action involving the records is commenced prior to the expiration for the applicable retention period. In this case all records shall be retained until completion of the action and resolution of all issues resulting there from. At the conclusion of the Contractor’s contract, the Contractor shall turnover the most appropriate electronic format version at that time, of all records to the CPRA.

The services and work product by the Contractor under the contract are provided for the exclusive use of the CPRA in connection with the Project. Data, recommendations, proposals, reports, and other similar information and work product created by the Contractor under the contract, and/or provided to the CPRA by the Contractor shall be the property of the CPRA. Contractor's confidential proprietary business information, such as Contractor's RMIS software, shall not become the property of the CPRA.

PART IV: EVALUATION

4.1 Preliminary Screening and Mandatory Requirements Review

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

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

Although the CPRA reserves the right to require oral presentations by any or all proposers, the CPRA may make an award without discussion with any Proposer, after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

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

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

<table>
<thead>
<tr>
<th>Technical Criteria</th>
<th>Maximum Possible Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPANY CAPABILITY, BACKGROUND AND EXPERIENCE</td>
<td>18</td>
</tr>
<tr>
<td>APPROACH AND METHODOLOGY</td>
<td>30</td>
</tr>
<tr>
<td>PROPOSED STAFF QUALIFICATIONS</td>
<td>15</td>
</tr>
<tr>
<td>HUDSON/VETERAN SMALL ENTREPRENEURSHIP PROGRAM</td>
<td>12</td>
</tr>
</tbody>
</table>
  - 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.

| Cost | 25 |

| 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 31.5 points (50%) of the total available points in the technical categories of Company Capability, Background and Experience, Proposed Staff Qualifications, and Approach and Methodology to be considered responsive to the RFP. Proposals not meeting the minimum score shall be rejected and not proceed to further evaluation on Cost or Hudson/Veteran Program.
Should Proposers meet the minimum score for the technical categories, that score will be combined with the Cost and Hudson/Veteran Program scores to determine the overall score.

The Proposer with the highest overall score will be recommended by the Proposal Review Committee for award.

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

12% of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship, or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers’ evaluation score as follows:

Proposer Status and Allotment of Reserved Points

- If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal 12% of the total evaluation points in this RFP.
- If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to 10% of the total evaluation points in this RFP.
- 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.
- The total number of points awarded pursuant to this Section shall not exceed 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:

- Subcontractor’s name;
- Subcontractor’s Veterans Initiative and/or the Hudson Initiative certification certificate;
- A detailed description of the work to be performed; and
- The anticipated dollar value of the subcontract for the three (3)-year contract term based on a $50,000,000.00 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 CPRA 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).

4.4 Cost Evaluation

The Proposer with the lowest "Not-to-Exceed" Firm Fixed Contractor Fee will receive 25 points. All other proposals will be rated by multiplying the maximum possible points (25) by a fraction that consists of the lowest "Not-to-Exceed" Firm Fixed Contractor Fee as numerator and the "Not-to-Exceed" Firm Fixed Contractor Fee of the Proposer being evaluated as the denominator.

\[
CCS = \frac{\text{Lowest "Not-to-Exceed" Firm Fixed Contractor Fee}}{\text{Proposer "Not-to-Exceed" Firm Fixed Contractor Fee}} \times 25
\]

Where: CCS = Computed cost score (points) for Proposer being evaluated

4.5 Oral Presentations

The CPRA, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an Oral Presentation of how it proposes to meet the CPRA's program objectives. If Oral Presentations are requested by CPRA, detailed information, requirements, and evaluation criteria for presentations will be provided to the contact person for each of the invited Proposers.

The basis for determining the firms to provide an Oral Presentation will be the information supplied in written Proposals. The Oral Presentation shall be no longer than one and one-half (1 1/2) hours: one (1) hour for Proposer’s presentation with a 30-minute question and answer period to follow. Oral Presentations must be made by the Proposer’s staff proposed for assignment to the Project OCIP Team that will interface on a day-to-day basis with the State and the Project Team.

Commitments made by the Proposer at the Oral Presentation will be considered binding.

After the Oral Presentations, proposals may be rescored using the same criteria as the original evaluation, with the enhanced understanding of proposals gained from the oral presentations.
PART V: PERFORMANCE REQUIREMENTS

5.1 Performance Requirements
As required by Part III, Scope of Services.

5.2 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 the 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 the Contract.

5.3 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.

10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or Authorized Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:          State:             Zip:
ATTACHMENT II: SAMPLE CONTRACT

STATE OF LOUISIANA
CONTRACT FOR CONSULTING SERVICES

BE IT KNOWN, that on this _____ day of _______________, 2022, the Coastal Protection and Restoration Authority, State of Louisiana (hereinafter sometimes referred to as “CPRA” or the “State”) <Contractor> domiciled at <address>, <city>, <state>, <zip> (hereinafter referred to as “Contractor”), do hereby enter into a Contract under the following terms and conditions:

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

2. GOAL
   The goal of this contract is to advance the CPRA’s mission by providing timely, cost-effective, design, market, administration and management of a complete program of construction risk management for insurance and related services in connection with the operation and management of an Owner Controlled Insurance Program (OCIP) for the Mid-Barataria Sediment Diversion Project (Project Number BA-0153) based on established industry standards and best practices.

3. OBJECTIVES
   The objectives of this Contract are to improve the State's buying power ability, provide uniform and broad insurance coverage, provide for a safe work environment and create the potential for economic advantage related to the overall construction insurance cost for the Project.
   
   The CPRA, Design Team, CMAR Contractor, and Contractor are expected to commit, at all times, to cooperate, coordinate, collaborate and communicate fully with each other and with others involved in the Project, to proceed on the basis of trust, confidence, and good faith, and use their best skill and effort in their activities on the Project.

4. PERFORMANCE MEASURES
   The performance of the Contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the Contractor’s performance against the criteria in the Scope of Services.
   
   The submission of satisfactory Monthly Monitoring Reports (Appendix C) is required. Performance measures for this Contract shall include Contractor’s timely and successful completion, submission, and performance of any work product being sought and provided through this agreement, consistent with the provisions, goals and objectives of this Contract.
5. TERM OF CONTRACT
This Contract shall begin on <begin date> and shall terminate on <end date>.

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

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

8. COMPENSATION 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, acceptance of deliverables, receipt of an invoice and written approval of the Contract Monitor.

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

During the execution of tasks contained in the Scope of Services, the Contractor may submit monthly invoices in accordance with the Cost Proposal Form in Appendix B (Proposal). Invoices along with supporting documentation as set forth in RFP (Appendix A) and the Proposal (Appendix B) shall be submitted monthly with Monthly Monitoring Reports (Appendix C). All travel will be in accordance with PPM49.

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

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.
This Contract is subject to and conditioned upon the availability and appropriation of funds. No authority exists for payments which exceed the maximum Contract amount except through written amendment prior to the expiration date 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. **ANTI-LOBBYING**

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

13. **INDEMNIFICATION AND LIMITATION OF LIABILITY**

   **A. CONTRACTOR LIABILITY**

Contractor shall be liable without limitation to the State for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors.

   **B. FORCE MAJEURE**

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The State shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this contract.
C. INDEMNIFICATION

Contractor shall fully indemnify and hold harmless the State, without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the State’s act or failure to act.

D. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall fully indemnify and hold harmless the State, without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the State the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the State monetary compensation for all payments made under the Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the State’s unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.
E. LIMITATIONS OF LIABILITY

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the contract. The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

F. OTHER REMEDIES

If the Contractor fails to perform in accordance with the terms and conditions of this contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

14. INSURANCE

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

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any 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 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.

**Professional Liability (Errors & Omissions)**
Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of $1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

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

16. **TAXES**
Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be Contractor’s obligation and identified under Federal Tax Identification Number _____ and the Louisiana Department of Revenue Account Number _____.

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In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must
determine that the 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 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
Contractor further acknowledges understanding that issuance of a tax clearance certificate
by the Louisiana Department of Revenue is a necessary precondition to the approval and
effectiveness of this contract by the Office of State Procurement. The Contracting agency
reserves the right to withdraw its consent to this contract without penalty and proceed with
alternate arrangements should the vendor fail to resolve any identified apparent outstanding
tax compliance discrepancies with the Louisiana Department of Revenue within seven (7)
days of such notification.

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

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

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

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

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

20. ASSIGNMENT
Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the CPRA. This provision shall not be construed to prohibit the 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.

21. SUCCESSORS AND ASSIGNS
This Contract shall be binding upon the successors and assigns of the respective parties hereto.

22. NO THIRD PARTY BENEFICIARY
Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement.

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

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

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

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

25. **CONFIDENTIALITY OF DATA**

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

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

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

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

27. NON-DISCRIMINATION CLAUSE

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 as amended, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

28. VETERANS AND HUDSON INITIATIVES

CPRA fully participates in and encourages Contractor participation in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurs (sometimes referred to as “LaVets” and “SEs” respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) entrepreneur are businesses that have been certified by the Louisiana Department of Economic Development. All eligible Contractors are encouraged to become certified. Eligible Contractors are also required to make it clear in their proposal that they are certified by attaching a certification document. Qualification requirements and online certification are available at https://smallbiz.louisianaeconomicdevelopment.com/Account/Register

29. SUBCONTRACTORS

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

Contractor certifies with its execution of this Contract 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.

31. **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. In this event, the Termination shall be deemed for Convenience.

32. **TERMINATION FOR CAUSE**

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

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

33. TERMINATION FOR CONVENIENCE
The CPRA may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor and effective date. The Contractor shall be entitled to payment for work performed and deliverables in progress, to the extent work has been performed satisfactorily. In no case shall the State be liable for payment to Contractor for unrealized costs or anticipated profits.

34. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL
In accordance with R.S. 39:1602.1, for any Contract for $100,000 or more and for any Contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors 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.

35. 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

Additionally, 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

36. **REMEDIES FOR DEFAULT**

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

37. **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.

38. **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.

39. **ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

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

40. **AGREEMENT APPROVAL**

This Contract shall not be effective until it has been approved and signed by duly authorized representatives of both parties and until it has been approved by the Division of Administration, Office of State Procurement.
41. **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.

42. **AMENDMENTS**

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. **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.

45. **CYBERSECURITY TRAINING**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana’s Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor’s employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.

For purposes of this Section, “access to State government information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.
46. DUTY TO DEFEND
Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor’s obligations, duties, and responsibilities under this section. Contractor shall obtain the State’s written consent before entering into any settlement or dismissal.

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 __________________, 2022.

WITNESSES SIGNATURES:                                                                 Contractor:

______________________________                                                                 By: ________________________________
Signature                                                                                       Executive Director

______________________________                                                                 By: ________________________________
(Print Name)

WITNESSES SIGNATURES:                                                                 Contractor:

______________________________                                                                 By: ________________________________
Signature                                                                                       (Print Name)
APPENDIX C
Coastal Protection and Restoration Authority
Monitoring Report

Date: ____________

Contracting Party: ___________________________ CPRA Contract No. ____________

Project Title: ____________________________

Invoice No. __________ Invoice Amount: __________________________

Total Invoiced to Date: $ ________________

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

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

1. Nature of problems encountered:

2. Remedial action taken or planned:

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

4. Likely impact upon achievement:

IV. OTHER DISCUSSIONS OF SPECIAL NOTE:

Contracting Party ___________________________ Date __________________
(Printed Name)

Approval: ___________________________ Date __________________
CPRA Project Manager (Printed Name)

Approval: ___________________________ Date __________________
CPRA Contract Monitor (Printed Name)
ATTACHMENT III: 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 or EFT. You may indicate your acceptance below.

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

For all statewide and agency term Contracts:

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

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 by contacting the Office of Statewide Reporting & Accounting Policy at DOA-OSRAP-EFT@la.gov.

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

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

<table>
<thead>
<tr>
<th>Payment Type</th>
<th>Will Accept</th>
<th>Already enrolled</th>
</tr>
</thead>
<tbody>
<tr>
<td>LaCarte Card</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>EFT</td>
<td>___</td>
<td>___</td>
</tr>
</tbody>
</table>

Printed Name of Individual Authorized

____________________________________  ______________________
Authorized Signature for payment type chosen Date

Email address and phone number of authorized individual

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ATTACHMENT IV: COST PROPOSAL FORM

<table>
<thead>
<tr>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Insurance Program Design and Administration</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2. Program Development and Implementation Services</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>3. Risk Control Services</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>4. Policyholder Services</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5. Safety and Loss Control</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>6. Administration of Program and Policies (e.g. OCIP Implementation Plan, RMIS, Administration, Document Control and Record Management)</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7. Full-time OCIP HSE Manager</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8. Full-time OCIP Document Control Clerk</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9. Total Annual Fees</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10. Total “Not to Exceed” Firm Fixed Contractor Fee for OCIP</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The "Not-to-Exceed" Firm Fixed Contractor Fee shall cover the cost of all services specified in this RFP for the first three (3) years of the construction project, as well as all related services including support services and direct expenses such as reproduction, mailing, courier and overnight delivery, and related costs associated with travel.

Note: Office facilities will be provided at the Project site for Broker OCIP HSE Manager, Engineer and OCIP Documents Control Clerk. All off-site office facilities required by the Contractor to fulfill these OCIP Brokerage Services shall be provided by Contractor and included in this Contract Fee proposal.
The period of time over which the Contract Fee are required to be paid, should be stated in your bid response, if other than an annual fee.

Successful Contractor shall be compensated by the CPRA for services satisfactory performed in accordance with contract requirements. As such, during the term of the contract, Contractor shall be prohibited from receiving any and all additional or other "commissions or fees" from insurance companies, agents or its affiliates as a result of, or in relation to any insurance service contract award issued by the CPRA in support of the Project. Contractor will be required to provide a disclosure statement or affidavit on an annual basis, verifying that no commissions or fees have been received from the insurance carriers.
ATTACHMENT V: WORK AREAS

OVERVIEW OF WORK AREAS

- WA 100: General, Geotech, Survey
- WA 200: Intake and Armoring
- WA 300: U-Frame, MRL, RR, Rail Spur
- WA 400: Diversion Gates, Access Bridge, Bulkhead
- WA 500: Transition Wingwalls and Armoring
- WA 600: Conveyance Channel, HWY 23 T-Walls, Siphon, Outfall
- WA 700: HWY 23 (Separate Work Package)
- WA 800: Barataria Bay
- WA 900: Reservation
- WA 1000: Typical and Miscellaneous Details
ATTACHMENT VI: CONSTRUCTION SCHEDULE
<table>
<thead>
<tr>
<th>Activity</th>
<th>Start</th>
<th>Finish</th>
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<tbody>
<tr>
<td>Mobilization</td>
<td>1/23</td>
<td>11/26</td>
</tr>
<tr>
<td>Temp Traffic Control</td>
<td>1/23</td>
<td>1/23</td>
</tr>
<tr>
<td>Site Clearance Work - East of Hwy 23</td>
<td>1/23</td>
<td>5/23</td>
</tr>
<tr>
<td>Site Clearance Work - West of Hwy 23</td>
<td>1/23</td>
<td>11/23</td>
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<tr>
<td>Access Roads (Haul Roads)</td>
<td>1/23</td>
<td>6/25</td>
</tr>
<tr>
<td>Utility Relocations</td>
<td>1/23</td>
<td>1/26</td>
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<tr>
<td>Temp Field Office Trailer Complex</td>
<td>1/23</td>
<td>11/23</td>
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<tr>
<td>Temp Buildings</td>
<td>1/23</td>
<td>1/24</td>
</tr>
<tr>
<td>Flow Monitoring System</td>
<td>1/23</td>
<td>7/24</td>
</tr>
<tr>
<td>Parking Lots for Field Office Trailer Complex</td>
<td>1/23</td>
<td>10/23</td>
</tr>
<tr>
<td>Concrete Batch Plant Site</td>
<td>1/23</td>
<td>4/25</td>
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<tr>
<td>Site Security (Temp)</td>
<td>1/23</td>
<td>8/23</td>
</tr>
<tr>
<td>Establish Laydown Areas/Yards</td>
<td>1/23</td>
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<tr>
<td>Instrumentation (Permanent)</td>
<td>1/23</td>
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<td>Survey/Demo &amp; Removal (Headworks Area)</td>
<td>1/23</td>
<td>6/23</td>
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<tr>
<td>Slurry Cutoff Wall (Headworks Area)</td>
<td>1/23</td>
<td>7/23</td>
</tr>
<tr>
<td>Construct Trestle</td>
<td>1/23</td>
<td>12/23</td>
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<tr>
<td>Construct Interm Levee (Headworks Area)</td>
<td>1/23</td>
<td>12/23</td>
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<tr>
<td>Construct TRS (Headworks Area)</td>
<td>1/23</td>
<td>5/24</td>
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<tr>
<td>Dewater/Excavate Intake Basin (Headworks Area)</td>
<td>1/23</td>
<td>3/25</td>
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<tr>
<td>Dewatrring System (Headworks Area)</td>
<td>1/24</td>
<td>3/24</td>
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<tr>
<td>Transition Channel Walls (Headworks Area)</td>
<td>1/24</td>
<td>12/26</td>
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<tr>
<td>Gate Structure (Headworks Area)</td>
<td>1/24</td>
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<tr>
<td>Intake U-Frame Channel Structure (Headworks Area)</td>
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<td>Backfill (Headworks Area)</td>
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<td>Armoring Fl Rb R (Headworks Area)</td>
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<td>MRT T-Walls (Headworks Area)</td>
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<td>Intake Area Apron Armoring (Headworks Area)</td>
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<td>Remove TRS</td>
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<tr>
<td>Wick Drain System (Conveyance Channel Guide Levees)</td>
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<td>7/24</td>
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<td>Construct Conveyance Channel Guide Levees</td>
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<tr>
<td>Guide Levee Slope Protection and Guide Levee Roads</td>
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<td>Conveyance Channel Lining</td>
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<td>Siphon Excavation</td>
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<td>Dredge Access Routes (Basin-side)</td>
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<td>NOV 5a Drainage Structure</td>
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<td>T-Walls at Hwy 23</td>
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<td>Temp RR Spur</td>
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<td>Admin &amp; Maint Building (Reservation Area)</td>
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<td>Demobilize</td>
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