REQUEST FOR PROPOSAL

MID-BARATARIA SEDIMENT DIVERSION

IMPACTS TO PROPERTY MITGATION PROJECT

MANAGEMENT and LAND ACQUISTION SERVICES

RFP #: 3000020112

PROPOSAL DUE DATE/TIME: JANUARY 20, 2023
3:00 PM

State of Louisiana
COASTAL PROTECTION AND RESTORATION AUTHORITY

October 17, 2022

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REQUEST FOR PROPOSAL
FOR
MID-BARATARIA SEDIMENT DIVERSION
IMPACTS TO PROPERTY MITGATION PROJECT -
MANAGEMENT and LAND ACQUISTION SERVICES

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose and Background

The Mid-Barataria Sediment Diversion (MBSD) Project will divert river flow and sediment from the Mississippi River to the Barataria Basin, establishing conditions which will allow the development of a delta area via the transport and deposition of sediment carried downstream by the river during flood events. Goals of the MBSD project include:

- Restore for injuries from the Deepwater Horizon oil spill.
- Reconnect the Mississippi River to the Barataria Basin.
- Establish conditions to allow the development of a delta area open to tidal exchanges.
- Deliver a maximum of 75,000 cubic feet per second (cfs) flow through the Conveyance Channel from the Mississippi River to the Barataria Basin by operating gates of the diversion structure.
- Maintain the current level of flood risk reduction of the Mississippi River Levee (MRL) and New Orleans to Venice (NOV) levee
- Design the Intake Structure, control structure, channel, and appurtenances to maximize sediment capture and delivery, maximize flow efficiency, and allow for operational adaptability based on monitoring data collected during project operation, while minimizing Operations, Maintenance, Repair, Replacement and Rehabilitation (OMRR&R) activities and negative environmental impacts.

The MBSD's sediment delivery system consists of three-components which include sediment intake, conveyance, and discharge. The intake (also referred to as the headworks) consists of an intake structure, diversion gates, and a transition channel. The conveyance feature includes an approximate 2-mile Conveyance Channel and guide levees that parallel the channel. The discharge component includes an Outfall Transition Feature which ties into the Barataria Basin. Other project components not directly related to sediment conveyance include the Highway 23 Bridge and Roadway Realignment, Railroad Relocation, Interim Flood Protection measures, an Inverted Drainage Siphon to maintain drainage to Wilkinson Pump Station, Utility Relocations, and Secondary Project Features such as support buildings and a boat ramp. Construction of the MBSD is scheduled to begin in early 2023 and reach completion approximately 60 months after the start of construction. Operation of the MBSD is anticipated to begin after construction is completed. Operation of the MBSD is expected to result in impacts to the surrounding area.

With the operation of the MBSD there may be impacts to communities that occur within the tidelands from increased inundation days in comparison to future without the MBSD project in operation. Impacted properties are located outside of Hurricane Risk Reduction Systems and are currently subject to very frequent tidal and storm events which result in minor to major flooding. With the issuance of the Draft Environmental Impact Statement (DEIS), CPRA outlined general options considered to mitigate property owners for tidal water surface elevation (WSE) impacts. Mitigation options presented in the DEIS included types of structural property improvements and non-structural improvements mostly via property rights

acquisition. The proposed mitigation and stewardship measures for the affected communities reflect the measures that best address: 1) the unique circumstances and variability of affected properties (e.g., their varied layouts and improvements); 2) projected impacts; and 3) the feasibility assessments that have been completed at this stage in the process. Based on the DEIS, CPRA has identified the following mitigation measures for implementation:

- Road and lane improvements
- Boat dock/boat house improvements
- Septic or sewerage treatment system improvements
- Project Servitudes
- Bulkhead improvements
- Elevating residences
- Voluntary individual buyouts

These mitigation options were developed based on the following goals:

- Mitigate Project impacts in a fair and equitable manner from the community level to the individual property owner
- Mitigate against the maximum Project impact
- Allow residents to retain community identity
- Improve community resilience

The Mid-Barataria Sediment Diversion Impacts to Property Mitigation Project (IPMP) - Management and Land Acquisition Services will fully develop and implement the identified mitigations. Services in the RFP include coordination with CPRA's MBSD Program Management Team (PMT), general management, implementation strategy development, project controls implementation and management (including schedule, cost, and reporting), document management, construction outreach and engagement coordination, process control, quality and audit, mitigation design coordination (design to be performed by others), mitigation services during construction, land rights acquisition services (including abstracting, title opinions, appraisals, and acquisition), and project governance. There are an estimated 729 individual properties in the impacted area. The properties are generally located within following communities:

- Myrtle Grove
- Woodpark
- Suzie Bayou
- Deer Range
- Hermitage
- Grand Bayou
- Happy Jack

The project is scheduled to complete all acquisitions and mitigation construction within 48 months of Notice to Proceed (NTP).

1.2 Goals and Objectives

The goal of this RFP is to provide CPRA with an experienced project management and land services Contractor to lead the land rights acquisition for the approximate 729 properties within the identified area. Anticipated services include: project management, abstracting, title opinions, appraisals, acquisition services, design coordination, outreach coordination, survey, expert witness (as required), and services during construction (SDC) activities associated with the MBSD IPMP as set out in the Scope of Work.

The goals and objectives of the MBSD IPMP– Management and Land Services are:

- Mitigate Project MBSD impacts in a fair and equitable manner from the community level to the individual property owner
- Fully develop the IPMP Project – Management and Land Services Work Plan to meet project schedule and process requirements
- Acquire property rights in an amicable manner
- Acquire property rights in the defined area within the defined project schedule of 48 months, following best practices (approximately 729 properties)
- Maintain all acquisition documentation according to best practices
- Coordinate mitigation design activities to ensure design is complete as scheduled
- Perform SDC services to ensure that the constructed mitigations meet the specified design

1.3 Description and Location

The MBSD IPMP – Management and Land Acquisition Services project provides management and land acquisition services for approximately 729 individual properties in the following communities near the planned MBSD:

- Myrtle Grove
- Woodpark
- Suzie Bayou
- Deer Range
- Hermitage
- Grand Bayou
- Happy Jack

CPRA may provide space for the selected Contractor at the MBSD construction field office beginning about July 2023. The field office will be located at the MBSD construction site approximately ten (10) miles south of Belle Chase, Louisiana on Louisiana State Highway 23. Space will be scheduled and shared with other CPRA Contractors and is anticipated to be limited to two (2) spaces. The field offices will have wireless internet access and conference room space. The selected Contractor is also expected to engage with CPRA at their Baton Rouge Headquarters at 150 Terrace Avenue, Baton Rouge, Louisiana for various meetings as required by CPRA.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about April 1, 2023 and is anticipated to end on March 31, 2026. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence with the successful Contractor, the agency may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial contract term. Prior to the extension of the contract beyond the initial thirty-six (36) month term, approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of the contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract.

1.5 Definitions

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

B. cfs – Cubic Feet per Second

C. Contractor/Contracting Party – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the selected Proposer responding to this RFP. Synonymous with the selected Proposer, Prime Contractor, or Contractor.

D. CPI – Cost Performance Index

E. DEIS – Draft EIS

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

G. EAC – Estimate-At-Completion

H. EIS — Environmental Impact Statement.

I. ETC – Estimate-To-Complete

J. IPMP - Impacts to Property Mitigation Project

K. JCO – Just Compensation Offer

L. KPI – Key Performance Indicator

M. LaDOTD — Louisiana Department of Transportation and Development.

N. May and Can – The terms “may” and “can” denote an advisory or permissible action.

O. MBSD — Mid-Barataria Sediment Diversion.

P. NOV – New Orleans to Venice

Q. NRDA - Natural Resource Damage Assessment (15 C.F.R. 990).

R. NTP – Notice to Proceed

S. O&E – Outreach & Engagement

T. OMRR&R – Operations, Maintenance, Repair, Replacement and Rehabilitation

U. OSP – Office of State Procurement.

V. PMT – Program Management Team

W. Prime Contractor – The prime firm or individual with contracting authority who responds to this RFP and shall be responsible, as a result of any contract negotiation, for all deliverables specified in the RFP and proposal. Synonymous with the selected Proposer, Contractor, or Contracting Party.

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

Y. RFP – Request for Proposal.

Z. SDC – Services During Construction

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

BB. Should - The term "should" denotes a desirable action.

CC. 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.

DD. SOW – Scope of Work

EE. SPI - Schedule Performance Index

FF. Sub-Contractor – A firm or individual contracted to the Prime or the Proposer.

GG. Using Agency - 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.

HH. WSE – Water Surface Elevation

1.6 Schedule of Events

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

All times as shown below are 'Central Time'.

Event	**Date**
RFP Advertised in newspaper and posted to LaPAC	October 17, 2022
Pre-Proposal conference (non-mandatory)	November 10, 2022
Deadline for receipt of written inquiries	December 1, 2022 @ 3:00 PM
Issue responses to written inquiries	January 5, 2023
Deadline for receipt of Proposals	January 20, 2023 @ 3:00 PM
Oral Presentations (if determined necessary by CPRA) week of	February 6-10, 2023 @ TBD
Announce award of Contractor selection on or about	February 28, 2023
Contract execution on or about	April 1, 2023

1.7 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.

1.8 Proposal Submission

Firms or individuals who are interested in providing services requested in 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 will 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 in the Schedule of Events. 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

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

1.9 Acceptance of Proposal Content

All Proposal submissions will be reviewed to determine compliance with administrative and mandatory requirements. Administrative and mandatory requirements are outlined throughout this RFP.

Proposals that are not in compliance with the requirements of this RFP will be rejected from further consideration.

1.10 Proposal Format

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

A. VOLUME I – TECHNICAL PROPOSAL AND COST RATES

a. Cover Letter (Suggested no more than 2 Pages):
A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

b. Table of Contents:

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

c. Certification Statement:

d. An **original** signed Certification Statement is required for Acceptance of this Proposal. The Proposer **shall** sign and submit the Certification Statement shown in Attachment 1. **Executive Summary (Suggested no more than five (5) pages):**

This section should serve to introduce the scope of the Proposal. It should include an Executive Summary with administrative information including, Proposer's contact name, phone number, and the stipulation that the Proposal is valid for a time period of at least 270 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and 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 2. 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 2, 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.

e. Firm Experience (Suggested no more than three (3) Pages):

Proposers should give a brief description of their company including a brief history, information on their corporate structure and organization, and the number of years they have been in business. This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed Scope of Work as described herein. Proposer should describe their experience in other states or with corporate and governmental entities of comparable size and diversity with references from previous clients, including names and telephone numbers.

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

- Relevant experience in project management and land acquisition services, including for State of Louisiana agencies, and projects including eminent domain.
- Evidence of development, implementation, and management of project controls systems, including cost/resource loaded Primavera P6 schedules.
- Evidence of development, implementation, and management of dashboard reporting systems, including Key Performance Indicators (KPIs.)
- Evidence of the project management and technical expertise necessary to accomplish the Scope of Work as described in Attachment 3.
- Evidence of creativity in addressing and solving complex problems or situations.

f. Experience of Personnel Assigned to the Project (Suggested no more than 20 Pages):

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

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

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

- Personnel qualifications and experience with regards to this RFP and Scope of Work.
- Qualifications and experience in managing and completing complex land services projects on time and within budget.
- Individual resumes should include a minimum of three (3) up to five (5) project references, and each individual resume should be limited to two (2) pages.

It is highly desirable the Proposer's staff (either Prime or Subcontractor) should meet the following qualifications prior to the deadline for receipt of Proposals.

Project Manager

- Have at least a Bachelor's degree
- Have at least a minimum of ten (10) years experience in the management of land acquisition projects or engineering projects with significant land acquisition elements, preferably for State of Louisiana agencies.

Design/SDC Coordinator

- Have at least a Bachelor's Degree in engineering field
- Registered Professional Engineer in the State of Louisiana (Proposer should

submit Louisiana Professional Engineer License Number on resume)

- Have at least a minimum five(5) years experience in civil works design coordination, preferably in coastal Louisiana
- Have at least a minimum five (5) years experience in civil works SDC and construction activities, preferably in coastal Louisiana

Project Controls Lead

- Have at least a minimum five (5) years experience in project management/project controls
- Demonstrated experience in the development and management of cost-loaded, resource-loads Primavera P6 schedules
- Demonstrated experience managing project cost information
- Demonstrated experience in the management of project controls dashboards

Abstract Manager

- Have at least a minimum ten (10) years of experience in abstracting work for State of Louisiana agencies, preferably for CPRA

Appraisal Manager

- Have at least a minimum ten (10) years of experience in appraisal work for State of Louisiana agencies, preferably for CPRA
- Certified General Appraiser License issued by the Louisiana Appraisal Board (Proposer should submit Louisiana General Appraiser License Number on resume)
- Demonstrated experience in appraisal preparation for eminent domain purposes

Acquisition Manager

- Have at least a minimum ten (10) years of experience in acquisition work for State of Louisiana agencies, preferably for CPRA
- Valid Louisiana Real Estate Broker's License (Proposer should submit Louisiana General Appraiser License Number on resume)
- Demonstrated experience in acquisitions for eminent domain purposes
- Demonstrated experience with Federal Uniform Relocation Act

Abstractor(s)

- Have at least a minimum five (5) years of experience in abstracting work for State of Louisiana agencies, preferably for CPRA

Appraiser(s)

- Have at least a minimum five (5) years of experience in appraisal work for State of Louisiana agencies, preferably for CPRA
- Certified General Appraiser License issued by the Louisiana Appraisal Board (Proposer should submit Louisiana General Appraiser License Number on resume)

- Demonstrated experience in appraisal preparation for eminent domain purposes
- Demonstrated experience in preparing "Yellow Book" appraisals

Acquisition Negotiator(s)

- Have at least a minimum five (5) years of experience in acquisition work for State of Louisiana agencies, preferably for CPRA
- Valid Louisiana Real Estate Broker's License (Proposer should submit Louisiana General Appraiser License Number on resume) Demonstrated experience in acquisitions for eminent domain purposes
- Experience with Federal Uniform Relocation Act

Professional Land Surveyor

- Have at least a minimum ten (10) years experience in survey work for land acquisition, preferably for State of Louisiana agencies
- Bachelor's Degree and Registered Professional Land Surveyor in the State of Louisiana (Proposer should submit Louisiana Professional Land Surveyor License Number on resume)

GIS/CADD Survey Technician

- Have at least a minimum 5 years experience in preparing survey maps and acquisition plats in compliance with surveying standard
- Demonstrated experience in preparing GIS layers related to land acquisition services

Administrative Lead/Document Control Lead

- Have at least a minimum five (5) years experience in administrative and document management.

g. Approach and Methodology (Suggested no more than 15 Pages):

Proposals should include enough information to satisfy evaluators that the Proposer has the relevant experience, knowledge, qualifications, and individuals to perform the Scope of Work as described herein. Proposals should demonstrate the Proposer's successful completion of management and land services projects of similar complexity.

Proposer should respond to all items specified in Attachment 3, Scope of Work. The Proposer should:

- Show a clear understanding of the Scope of Work, tasks and sequences of tasks
- Describe recommended innovations to the Scope of Work that would potentially reduce risk, shorten schedule, and/or reduce cost of the project
- Describe the methods, plans, resources, and tools that will be used to track, control, manage, and report project costs within the contracted budget
- Describe quality control procedures that will be implemented by the Proposer's deliverables
- Provide a reasonable approach to meeting the required project schedule as outlined

in the Scope of Work.

- Provide a critical path identification that demonstrates an understanding of items, tasks, and implementation of these items as required within the Scope of Work.
- Demonstrate the Proposer and Sub-Contractor's understanding of the following:
    - Land Rights Acquisition Processes for State of Louisiana Agencies, specifically CPRA
    - Design and SDC coordination
    - Implementation and management of project governance and decision authority
- Provide a proposed project team organization chart and project team functions.
- Provide an explanation for any additional tasks to be performed which are deemed necessary by the Proposer for successful project completion; explanation of deviation from any tasks listed in the Scope of Work.

h. <u>Veteran and Hudson Initiative Programs Participation:</u>

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

https://smallbiz.louisianaeconomicdevelopment.com.

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

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

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

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

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED,

or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

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

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

The statutes (La. R.S. 39:2001 et. seq.) concerning the Hudson Initiative may be viewed at: http://www.legis.la.gov/Legis/Law.aspx?d=96265.

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

http://www.doa.la.gov/pages/osp/se/secv.aspx.

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

https://smallbiz.louisianaeconomicdevelopment.com

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

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

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

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

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

i. Rate Schedule:

A completed "Required Rate Schedule" is required for Acceptance of the Proposal. The Proposer shall provide an hourly rate (numerical value) for each of the staff classifications listed in the "Required Rate Schedule" in Attachment 4. The Prime and Sub-Contractors shall adhere to the "Required Rate Schedule" for the full term of the contract. Proposers are to submit only one (1) "Required Rate Schedule." Proposers shall not provide additional labor rate categories beyond those listed in the "Required Rate Schedule." Additions, deletions, or blanks to the "Required Rate Schedule" are not acceptable.

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

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

Local travel is expected and considered incidental. The final negotiated rate schedule is inclusive of local travel, including but not limited to, mileage to and from the Project site, fuel, and per diem.

When travel using lodging and/or airfare is needed, pre-approval must be requested by the Contractor and approved by the CPRA Contract Manager in writing, prior to expenses being incurred. In such instances, all travel expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49.

Assignment of individual personnel to proposed labor rates is negotiable and requires justification based on the individuals' qualification (experience) and the personnel classification prior to issuance of a Task Order.

The Proposer should provide a budgetary total cost estimate with detail of the proposed labor rates, number of hours, individual personnel names, equipment or materials costs, and travel costs necessary to complete the Scope of Work. These budgetary cost estimates are for information only and will not be used in the evaluation process as shown in Part II.

Compensation to the Contractor for services rendered in connection with this contract shall be Task Order based. Task Orders may be time and materials, lump sum, or a combination, and will be based on negotiated work hours using the final negotiated Required Rate Schedule for the actual work performed. At the Task Order level, CPRA reserves the right to negotiate lump sum/fixed fee deliverables, for example cost per abstract, appraisal, title opinion, just compensation offer, and labor based on the final negotiated Required Rate Schedule.

j. <u>Subcontractors:</u>

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 1.20: Prime Contractor Responsibility with use of Sub-Contractors, 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.

k. <u>Insurance:</u>

The Proposal should include a certificate of insurance as proof that Proposer has in effect limits of insurance required by the Section 1.41. If selected as a Contractor, the Proposer shall provide certificates of insurance as proof of coverage at the time of contract negotiation.

B. VOLUME II – FINANCIAL INFORMATION (SEPARATE VOLUME) (ONE (1) COPY)

Demonstration of Financial Capability is required for Acceptance of this Proposal. Financial information is used for determination of responsibility (See Section 1.19), and not as evaluation criteria. In Volume II, Proposals **<u>shall</u>** include evidence demonstrating the Proposer's financial capability to carry out the services required in this RFP. Evidence **<u>shall</u>** 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, such letter must be 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.**

1.10.1 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.

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

1.10.2 Technical, Cost Proposals, and Financial Information

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

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

1.10.3 Legibility/Clarity

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

1.11 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical, and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out 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 Coastal Protection and Restoration Authority.

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.

1.12 Proposal Clarification Prior to Submittal

1.12.1 Pre-Proposal Conference

A Pre-Proposal Conference will be held on November 10, 2022, 1:00 p.m. – 3:00 p.m. The Pre-Proposal Conference is not mandatory, but prospective Proposers are strongly encouraged to attend. The CPRA intends to present general information, which may be helpful in the preparation of responses and to offer firms the opportunity to ask questions concerning this RFP.

The Pre-Proposal Conference will be held at:

CPRA Baton Rouge Headquarters
150 Terrace Avenue
Baton Rouge, LA 70802

And by Conference Call @
866-390-1828; ACCESS CODE 5762488
*** Proposers who choose to attend by Conference Call will not have access to view the presentation beforehand or during the call.**

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Therefore, potential Proposers should submit all questions in writing, per Section 1.12.2 even if an answer has already been given to an oral question.

Firms planning to attend the Pre-Proposal Conference should notify the Single Point of Contact identified in Section 1.12.2 by email no later than 2:00 p.m. Central Time on November 7, 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.

1.12.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Work must be submitted to the RFP Coordinator as listed below.

Gloria Tigner, RFP Coordinator
Coastal Protection and 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:
https://www.doa.la.gov/doa/osp/vendor-resources/

1.13 Errors and Omissions in Proposal

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

1.14 Changes, Addenda, Withdrawals

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

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

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

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.

1.15 Waiver of Administrative Informalities

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

1.16 Proposal Rejection/RFP Cancellation

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

1.17 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.

1.18 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.

1.19 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to thestandards 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.

1.20 Prime Contractor Responsibility with use of Sub-Contractors

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 Sub-Contractor arrangements, however, the Proposer shall acknowledge in their Proposal total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any Subcontractor relationships and include specific designations of the tasks to be performed by the Subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each Sub-Contractor, if requested by the State. The Prime Contractor shall be the single point of contact for all sub-contract 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.

1.21 Evaluation and Selection

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

1.22 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. The CPRA reserves the right to adjust the original scores based upon information received in the presentation, using the original evaluation criteria. Cost score remains the same. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. Upon conclusion of Oral Presentations, a recommendation of the selected firm will be sent to the CPRA Executive Director. Contract award and execution is contingent upon the selected Proposer and CPRA reaching an agreeable contract. The selected Proposer will be posted on the CPRA web page at http://coastal.la.gov/resources/rfps-rsiqs-contracts/contracts-and-grants/.

1.23 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.

1.24 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one (1) or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the Scope of Work or to obtain the most cost-effective pricing available.

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

1.25 Contract Award, Negotiation and Execution

The State shall reserve 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 State reserves the right to negotiate a reduction to the Required Rate Schedule hourly rates (Attachment 4) with the Proposer selected by the Proposal Review Committee for contract award. The Proposer will receive written notification of the State's intent to negotiate submitted rates. The final negotiated hourly rates on the Proposer's Required Rate Schedule will be considered the maximum amount allowed. The Subcontractors will also adhere to the final negotiated hourly rates of the Proposer for the full term of the contract.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract included in Attachment 2. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its Proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

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

1.26 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192 any public entity shall be authorized to reject a Proposal from, or not award the contract to, a business in which any individual with an ownership interest of five percent (5%) 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, consultingand social services.

1.27 Payment

Payment terms shall be negotiated with the successful Proposer.

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

During the execution of tasks contained in the Scope of Work, the Contractor may submit monthly invoices for actual costs incurred in accordance with the final negotiated "Required Rate Schedule" described in Section 1.10.i. The hourly rates shall be inclusive of all costs associated with labor, overhead, administrative costs, software, account management, and any other costs associated with the provision of services, including, but not limited to, standard equipment, computers, field sampling supplies, office supplies, copies, cameras, routine travel such as office meetings, personal protective equipment, and materials. Invoices along with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Scope of Work and Contract and shall be based upon actual costs incurred or lump sum/fixed fee compensation and shall be submitted monthly with progress reports.

Compensation to the Contractor for services rendered in connection with this contract shall be Task Order based. Task Orders may be time and materials, lump sum, or a combination, and will be based on negotiated work hours using the final negotiated "Required Rate Schedule" described in Section 1.10.i for the actual work performed. At the Task Order level, CPRA reserves the right to negotiate lump sum/fixed fee deliverables , for example cost per abstract, appraisal, title opinion, just compensation offer, based on the final negotiated "Required Rate Schedule".

Local travel is expected and considered incidental. The final negotiated rate schedule is inclusive of local travel, including but not limited to, mileage to and from the Project site, fuel, and per diem.

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

When travel using lodging and/or airfare are needed, pre-approval must be requested by the Contractor and approved by the CPRA Contract Manager in writing, prior to expenses being incurred. In such instances, all travel expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49.

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

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

1.28 Assignment

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

1.29 Audit of Records

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a Contractor or any Subcontractor under any negotiated contract or Subcontractor to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime contract and by the Subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a longer period of time is required in accordance with other applicable state or federal law.

1.30 Records Ownership

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

1.31 Entire Agreement/Order of Precedence

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

In the event of any inconsistent or incompatible provisions, this signed 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.

1.32 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.

1.33 Substitution of Personnel

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

1.34 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer 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 5 for additional information regarding electronic payment methods and registration.

1.35 Civil Rights Compliance

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

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

1.36 Governing Law

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

1.37 Claims or Controversies

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

1.38 Code of Ethics

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.

1.39 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

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

1.40 Taxes

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

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

1.41 Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

1.41.1 Contractor's Insurance

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

1.41.2 Minimum Scope and Limits of Insurance

1.41.2.1 Workers' 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.

1.41.2.2 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.

1.41.2.3 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. 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/her Subcontractors.

1.41.2.4 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.

1.41.2.5 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.

1.41.2.6 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.

1.41.2.7 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.

1.42 Liability and Indemnification

1.42.1 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.

1.42.2 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 this Contract.

1.42.3 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.

1.42.4 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.

1.42.5 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 (2) 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.

1.42.6 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.

1.43 Termination

1.43.1 Termination of the Contract for Cause

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

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract

provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

1.43.2 Termination of the Contract for Convenience

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

1.43.3 Termination for Non-Appropriation of Funds

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

1.44 Prohibition of Discriminatory Boycotts of Israel

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.

1.45 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.

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 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises. Contractor's personnel shall also comply with all security regulations in effect for property belonging to the State or to the project that is in the Contractor's custody or control, regardless of location. Contractor is responsible for promptly reporting any breach of security to the Using Agency.

PART II: EVALUATION

Accepted Proposals as defined in Section 1.8 will be evaluated based on information provided in the Proposal. Proposals will be evaluated and scored using the criteria and scoring as outlined in this RFP.

TECHNICAL CRITERIA	MAXIMUM SCORE
FIRM EXPERIENCE – Experience of the Proposer (Prime and Sub-Contractors) in large scale, Louisiana coastal restoration land acquisition projects. Proposer should submit a sampling of representative projects.	**25**
EXPERIENCE OF PERSONNEL ASSIGNED TO THE PROJECT – Proposershould identify and provide qualifications of personnel assigned to project and their relevant experience.	**25**
APPROACH AND METHODOLOGY —Proposer should address the specific requirements of this RFP, the Scope of Work, includingProject Management tasks and Schedule.	**18**
HUDSON/VETERAN SMALL ENTREPRENEURSHIP PROGRAM • **UP TO 10 POINTS AVAILABLE FOR HUDSON-CERTIFIED PROPOSERS;** • **UP TO 12 POINTS AVAILABLE FOR VETERAN- CERTIFIED PROPOSERS;** • **IF NO VETERAN-CERTIFIED PROPOSERS, THOSE TWO POINTS ARE NOT AWARDED.**	**12**
COST	**20**
TOTAL MAXIMUM SCORE	**100**

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

Proposer must receive a minimum score of 34 points (50%) of the total available points in the technical categories of Firm Experience, Experience of Personnel Assigned to the Project 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 Cost or Louisiana Veteran and/or Hudson Initiative evaluation.

Proposals meeting the minimum score for the technical categories, will be combined with the Cost and Hudson/Veteran Program to determine the overall score.

2.1 Firm Experience

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

2.1.1 Relevant experience in management of land acquisition projects

Relevant large-scale coastal restoration/civil works projects, specifically including experience with conducting management and delivery of land acquisition services within the last five (5) years, including the proposed staff for their IPMP role for these projects. The information should include the agency and client contact information. Capacity of the firm, ***with a focus on the ability to provide and manage adequate resources for all tasks required to deliver the projec***t will be evaluated under this section.

2.1.2 Thorough working knowledge, understanding and experience of Federal, State of Louisiana, and CPRA land acquisition processes and policies

Evidence of a thorough understanding of and work experience with Federal, State of Louisiana and CPRA on land acquisition processes and policies.

2.1.3 Effective management of land acquisition resources including abstractors, appraisers, acquisition agents, and surveyors

Evidence of an understanding of an effective method for management of land acquisition resources including abstractors, appraisers, acquisition agents, and surveyors for complex projects.

2.1.4 Data and Documents Management

Evidence of the technical expertise necessary to accomplish the required management of project related data and documents.

2.1.5 Creativity in addressing and solving complex problems or situations

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

2.2 Experience of Personnel Assigned to the Project

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

2.2.1 Working relationship(s)

Evidence that the project manager and team members have a good working relationship with CPRA and other relevant State of Louisiana agencies.

2.2.2 Experience

Personnel qualifications and experience with regards to this RFP and Scope of Work.

2.2.3 Management of complex projects

Qualifications and experience in managing and completing complex land acquisition projects on timeand within budget.

2.3 Approach and Methodology

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

2.3.1 Understanding of this Scope of Work, relevant land acquisition processes and regulations

A clear understanding of the Scope of Work, tasks and sequence of tasks involved, and relevant land acquisition processes and regulations.

2.3.2 Schedule

The Proposer can develop a project work plan and complete the project within the contracted schedule as required within the Scope of Work. A proposed resource and cost loaded schedule outlining delivery of the required land rights should be included with the proposal. The proposal schedule will be subject to change based on negotiations at the contract meeting. This schedule should target a 48-month duration.

2.3.3 Budget

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

2.3.4 Quality

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

2.3.5 Critical Path Identification

The Proposer's understanding of critical path items, tasks, and implementation of these items asrequired with the Scope of Work.

2.3.6 Project Management and Project Controls Understanding and Approach

The Proposer's understanding of and approach to the project management and project controls tasks included in the Scope of Work.

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

Twelve percent (12%) of the total evaluation points in this RFP shall be reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one (1) or more certified small entrepreneurships as Subcontractors. Proposers should describe how Veteran Initiative and Hudson Initiative firms will be utilized.

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

Proposer Status and Allotment of Reserved Points

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

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

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

i. Subcontractor's name;
ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative **certification certificate**;
iii. A detailed description of the work to be performed; and
iv. The anticipated dollar value of the subcontract for the three-year contract term based on a $1,000,000.00 estimated contract value.

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

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

2.5 Cost Evaluation

For cost evaluation purposes, all hourly rates provided in Attachment 4, Required Rate Schedule, will be averaged. The Proposer with the lowest rate schedule average (LRSA) will receive 20 points. All other Proposals will be rated by multiplying the maximum possible points (20) by a fraction that consists of the lowest rate schedule average (LRSA) as numerator and the rate schedule average of the Proposer being evaluated (PRSA) as the denominator.

CCS = (LRSA/PRSA) X 20

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

ATTACHMENT 1: 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 (1) 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. Facsimile Number with area code: ( ) _____

D. US Mail Address: _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 270 calendar days from the date of proposal's signature below;

5 Proposer understands that if selected as the successful Proposer, he/she will have **30** business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

6 Proposer shall certify, by signing and submitting a Proposal for $25,000 or more, that their company, any Subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (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 2: SAMPLE CONTRACT

STATE OF LOUISIANA

CONTRACT FOR CONSULTING SERVICES

BE IT KNOWN, that on this____day of_____, 20__, the **Coastal Protection andRestoration Authority**, State of Louisiana (hereinafter sometimes referred to as "CPRA") and
<contracting party> domiciled at <address>, <city>, <state>, <zip> (hereinafter referred to as "Contractor"), do hereby enter into a contract under the following terms and conditions:

1. **PROJECT IDENTITY AND DESCRIPTION**

Mid-Barataria Sediment Diversion Project ("MBSD Project" or "Project"). Services required to manage and acquire land rights, coordinate mitigation design and services during construction, and coordinate outreach and engagement for approximately 729 properties in the identified impacted area.

2. TERM OF CONTRACT

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

3. GOAL AND OBEJCTIVES

The project goal is to acquire land rights for approximately 729 properties in the identified impacted area and coordinate the design and services during construction of the proposed mitigations within 48 months of notice to proceed. Project objectives include: to provide management, land acquisition services, and other consulting services for acquisition of land rights for approximately 729 properties in the identified impacted area and coordinate the design and services during construction of the proposed mitigations within 48 months of notice to proceed.

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 Work (SOW).

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

5. SCOPE OF WORK

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.

6. COMPENSATION

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

7. 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.

8. CONTRACT MONITOR

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

9. PAYMENT TERMS

Payment terms shall be negotiated with the successful Proposer.

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

During the execution of tasks contained in the Scope of Work, the Contractor may submit monthly invoices for actual costs incurred in accordance with the final negotiated Required Rate Schedule. Invoices along with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Appendices A and B shall be based upon actual costs incurred or lump sum/fixed fee compensation and shall be submitted monthly with Monitoring Reports **(Appendix C).**

Rates are inclusive of all costs associated with labor, overhead, administrative costs, software, account management, and any other costs associated with the provision of services, including, but not limited to, standard equipment, computers, field sampling supplies, office supplies, interoffice posting, interoffice copies, cameras, personal protective equipment, and materials.

Compensation to the Contractor for services rendered in connection with this contract shall be Task Order based. Task Orders may be time and materials, lump sum, or a combination, and will be based on negotiated work hours using the final negotiated Required Rate Schedule described above for the actual work performed. At the Task Order level, CPRA reserves the right to negotiate specific deliverables, for example cost per abstract, appraisal, title opinion, just compensation offer, based on the final negotiated “Required Rate Schedule”.

Local travel is expected and considered incidental. The final negotiated rate schedule is inclusive of local travel, including but not limited to, mileage to and from the Project site, fuel, and per diem.

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

When travel using lodging and/or airfare are needed, pre-approval must be requested by the Contractor and approved by the CPRA Contract Manager in writing, prior to expenses being incurred. In such instances, all travel expenses shall be reimbursed in accordance with the Division

of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49.

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

The Contractor shall submit invoices in accordance with the Instructions contained in **Appendix D**.

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

10. FISCAL FUNDING

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

11. Liability and Indemnification

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.

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.

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.

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.

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 (2) 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.

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.

12. INSURANCE

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

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

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

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

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.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of theContract, 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

theContract on the site of the work to be performed thereunder, unless such coverage is included in insurance 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 Subcontractors.

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 ofthe same nature and in the same amounts as required of the Contractor.

13. CLAIMS FOR LIENS

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

14. 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.

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

15. 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.

16. OWNERSHIP

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

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

17. AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, the Office of the Louisiana Inspector General, and/or Division of Administration auditors shall have the authority to audit all records and accounts of the Contractor which relateto this Agreement in accordance with La. R.S. 24:513.

18. ASSIGNABILITY

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.

19. SUCCESSORS AND ASSIGNS

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

20. 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.

21. CODE OF ETHICS

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

22. 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.

23. 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 FiscalYear 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 allsubcontracts over the simplified acquisition threshold.

24. DISCRIMINATION CLAUSE

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements ofthe 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 complywith these statutory obligations when applicable shall be grounds for termination of this contract.

25. 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 entrepreneurships (sometimes referred to as “LaVets” and “SEs” respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible contractors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaeconomicdevelopment.com/Account/Register.

26. SUBCONTRACTORS

The Contractor shall include, in any subcontract, the provisions contained in this Contract. The Contractor agrees to guarantee and be liable to CPRA for all services performed under any such subcontract.

For any Subcontractors needed in addition to the ones proposed and subsequently negotiated upon execution of this contract, the Contractor agrees to obtain approval prior to subcontracting the services specified in **Appendix A**. The Contractor shall submit requests for approval to CPRA, accompanied by resumes of key personnel of the requested Subcontractor, to the CPRA Contract Monitor. Approval must be obtained through written amendment to this contract and approved by CPRA and the Division of Administration, Office of State Procurement.

27. CERTIFICATE OF DEBARMENT / SUSPENSION STATUS

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

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

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

Upon receipt of notice of suspension, debarment, or declaration that Contractor or its Contractor(s) or any Subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Federal Government or of the State of Louisiana, either prior to orafter 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.

28. 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.

29. TERMINATION FOR CONVENIENCE

The CPRA may terminate the Contract at any time by giving thirty (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 deliverables in progress, to the extent work has been performed satisfactorily.

30. 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 (1) 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 (1) 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

31. REMEDIES FOR DEFAULT

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

32. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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 forth with be amended to make such insertion or correction.

41. 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.

42. AMENDMENTS

No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties and until it has been approved by the Division of Administration,Office of State Procurement.

43. 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.

44. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of this____day of _____, 2022.

WITNESSES SIGNATURES:

_____

_____

(Print Name)

_____

Signature

_____

(Print Name)

Coastal Protection and Restoration Authority

By: _____

Signature

Lawrence B. Haase Executive Director

WITNESSES SIGNATURES:

_____
Signature

_____
(Print Name)

_____
Signature

_____
(Print Name

CONTRACTOR:

By: _____

_____
(Print Name)

_____
(Print Title)

APPENDIX C
Coastal Protection and Restoration
AuthorityMonitoring Report

Date_____Contractor:_____Contract No._____

Contract Title:"_____"
Project No.

Project Name:_____Invoice No._____Invoice Amount:_____

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

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

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

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

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

D. Actual Costs Incurred

E. Fee Schedule

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

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

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

1. Nature of problems encountered:

2. Remedial action taken or planned:

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

4. Likely impact upon achievement:

III. DELIVERABLES:

IV. OTHER DISCUSSIONS OF SPECIAL NOTE:

Contractor

Signature:_____Date_____

Approval:_____Date_____
CPRA Project Manager

APPENDIX D

Coastal Protection and Restoration AuthorityInstructions for Submitting Invoices

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

Invoices shall be submitted in accordance with the final negotiated "Required Rate Schedule".

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

Contractor must submit a Primavera P6 Project Schedule update each month with each schedule activity updated to reflect current statuses and percentage of work complete.

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

ATTACHMENT 3: SCOPE OF WORK

Introduction. This document provides background information and a high-level project delivery approach for the Mid-Basin Sediment Diversion (MBSD) Impacts to Property Mitigation Project (IPMP). The document provides the project manager with the scope, schedule, budget, and basic processes for the delivery of the IPMP. This document has been reviewed and approved by CPRA and will serve as the starting point for the selected project manager (PM). It is expected that the IPMP PM will review the workplan and propose optimizations and details for CPRA's consideration.

Review of Mitigation Measures. The proposed mitigation and stewardship measures for the affected communities reflect the measures that best address: 1) the unique circumstances and variability of affected properties (e.g., their varied layouts and improvements); 2) projected impacts; and 3) the feasibility assessments that have been completed at this stage in the process.

Based on the EIS, CPRA has identified the following mitigation measures:

- Road and lane improvements
- Boat dock/boat house improvements
- Septic or sewerage treatment system improvements
- Project Servitudes
- Bulkhead improvements
- Elevating residences
- Voluntary individual buyouts

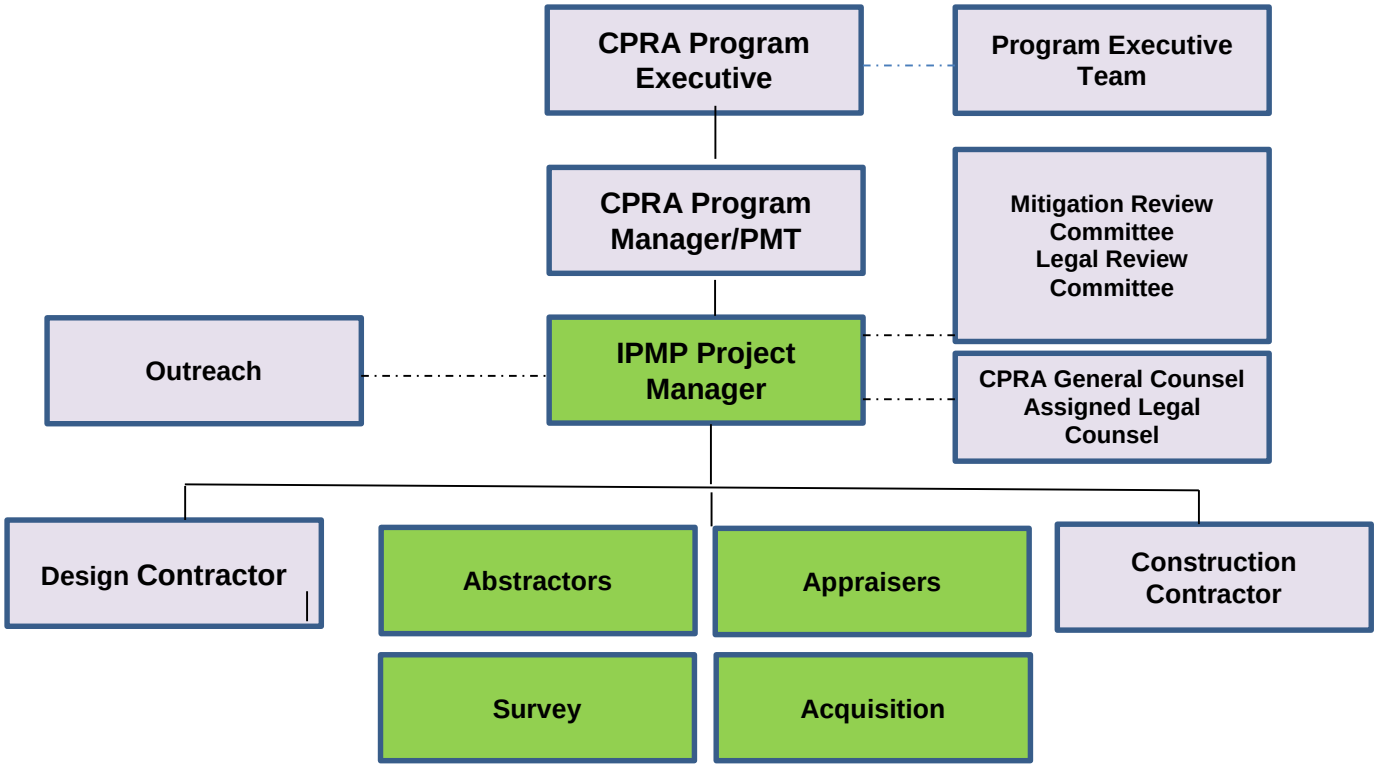
These mitigation options were developed based on the following goals:

- Mitigate Project impacts in a fair and equitable manner from the community level to the individual property owner
- Mitigate against the maximum Project impact
- Allow residents to retain community identity
- Improve community resilience

Community	*Estimated # of Properties*	*Community*-based *Mitigation*	*Property Owner Mitigation*	*Individual Buyout Option Available*
Myrtle Grove	76 improved 231 unimproved	New community bulkhead	Temporary right of way Raise dock/piers elevation	Yes
Woodpark	24 improved 8 unimproved	Raise main roads and access lanes	Temporary right of way Project servitude Raise home elevations Improve/raise sewer/septic system Raise dock/piers elevation	Yes
Suzie Bayou and Deer Range	66 improved 28 unimproved	Raise main roads and access lanes	Temporary right of way Project servitude Raise home elevations Improve/raise sewer/septic system Raise dock/piers elevation	Yes
Hermitage	55 improved 30 unimproved	Raise main roads and access lanes	Temporary right of way Project servitude Raise home elevations Improve/raise sewer/septic system Raise dock/piers elevation	Yes
Grand Bayou	40 improved 60 unimproved	Raise main roads and access lanes Additional local mitigation: • Ridge restoration and canal closure (NFWF Funded) • Boardwalks and Floating Garden (NRDA Funded)	Temporary right of way Project servitude Raise home elevations Improve/raise sewer/septic system Raise dock/piers elevation	Yes
Happy Jack	80 improved 36 unimproved	Raise main roads and access lanes	Temporary right of way Project servitude Raise home elevations Improve/raise sewer/septic system Raise dock/piers elevation	Yes

General Approach

CPRA intends to implement the MBSD IPMP as soon as Natural Resource Damage Assessment (NRDA) funding is available and the start of construction is authorized, which is anticipated early 2023. Planning and initiation of the IPMP will begin during 2022 through the existing CPRA PMT. CPRA intends to complete the MBSD IPMP before the start of MBSD operations, which is anticipated to be 48-months after construction NTP in early 2023. Given the aggressive timeline and the approximate 729 impacted properties, CPRA intends to leverage the existing CPRA PMT to serve as the MBSD IPMP PM to manage the procurement, implementation, and delivery of all project services. The PM will be responsible for fully developing, optimizing, implementing, and delivering the MBSD IPMP as described in the following sections. The PM will be accountable to CPRA leadership for the MBSD IPMP scope, schedule, budget, and quality. The proposed conceptual project organization chart is shown below.



Scope of Services IPMP Management

Task 1 General Management
The IPMP PM will be responsible for the fully developing, optimizing, implementing, and delivering the MBSD IPMP as described in the following sections. The IPMP PM will be accountable to CPRA leadership for the MBSD IPMP scope, schedule, budget, and quality. As part of the General Management task, the PM will be expected to:

1. Provide regular status updates to CPRA
2. Provide oversight and leadership to IPMP Team
3. Ensure all deliverables under the scope are delivered according to documented processes and meet quality standards
4. Manage the delivery of the IPMP within schedule and budget
5. Engage public with respect and integrity
6. Maintain IPMP governance structures as identified in this work plan
7. Implement and manage the governance structure according to the IPMP Governance section of this document

Deliverables:
- Status updates

- Meeting Minutes
- IPMP Governance Terms of Reference
- IPMP Governance Meeting Schedule

Task 1.1 – Implementation Strategy Development
The selected MBSD IPMP PM will review and elaborate the planned approach. The PM should make suggestions for strategic revisions to CPRA for consideration. CPRA will consider all suggested revisions from the PM that improve the delivery efficiency, quality, duration, and cost of the project. To be considered, suggested revisions should fall within accepted State of Louisiana policies and regulations. No revisions will be considered that result in higher management cost or longer duration. The PM should review the document and present suggestions to CPRA. The accepted, revised document will become the baseline strategy for project implementation. The resulting, revised document will include more detailed descriptions of each of the tasks described.

Deliverables:
- Revised Work Plan

Task 1.2 – Project Controls
The MBSD IPMP PM will fully implement project controls. Project controls are critical to effectively tracking and reporting progress of the IPMP. The PM will develop, implement, and operate project controls systems described in subsections 1.2.1 through 1.2.4. Implemented controls systems will provide output that is compatible with the existing CPRA MBSD Program controls systems.

Deliverables:
- Project Controls System

Subtask 1.2.1 – Schedule
The baseline IPMP schedule is provided. The baseline schedule includes the high-level tasks that are included in the IPMP workplan. It is expected that the IPMP PM will review the schedule and provide the additional detail and optimization to track progress of the mitigation implementations by community and individual parcel. The IPMP PM will optimize the schedule logic to minimize the total project duration. The IPMP will cost load and resource load the schedule to effectively project cash flow and resource demand and performance. The schedule will be updated and schedule reports, including a Schedule Performance Index (SPI), will be distributed monthly as describe in Subtask 1.2.3. The IPMP PM will implement the schedule in Primavera P6.

Deliverables:
- Cost-loaded, Resource loaded P6 Schedule

Subtask 1.2.2 – Cost
The baseline budget has been developed by CPRA and endorsed by the CPRA MBSD Program Executive Team. The budget provides a high-level estimate of the implementation cost of the IPMP. The selected IPMP PM will review the baseline budget and fully develop a detailed budget that shows estimated cost based on per parcel assumptions for land acquisition services and mitigation implementation. The IPMP PM will collect actual cost data and report actual cost versus the budget each month according to Subtask 1.2.3. The IPMP PM will also provide an estimate-to-complete (ETC) and an estimate-at -completion (EAC) each month, along with a cost performance index (CPI). The IPMP PM may leverage Primavera P6 or other software to track budget information. Whichever software is selected, the IPMP PM should ensure that the budget information is compatible with the P6 schedule and is easily reportable as described in Subtask 1.2.3.

Deliverables:
- Baseline Budget Estimate
- Earned Value Metrics

Subtask 1.2.3 – Reporting
The IPMP PM will provide performance reporting to CPRA based on a monthly cycle. The reporting will be via a web-based reporting dashboard that leverages off-the-shelf reporting software, such as PowerBI, and is accessible by CPRA employees using state of Louisiana computers (from state domains) and other consultants using non-state of Louisiana computers (from non-state domains). The reporting portal will be linked to the CPRA MBSD Program portal.

Reports anticipated include (**Deliverables**):

1. General
    a. Status by property (stage complete) – map based
    b. Status by community (% complete) – map based
    c. Issues
    d. Corrective Actions/Recovery Plan
2. Schedule
    a. P6 Schedule with relationship
    b. Next 30 days Activities
    c. SPI
    d. Slippage/variance
    e. Completed activities Past 30 days
    f. Performance by Resource (Design, Abstracters, Appraisers, Acquisition Agent, Legal)
3. Cost
    a. Actuals vs Baseline
    b. CPI
    c. EAC/ETC
    d. Cash Flow
    e. Variance
4. Document Management
    a. Variance – Tasks complete with no document filed

The monthly reporting cycle closes last Friday of each month. Reports are due for publication release the Friday following the close of the reporting month. If the reporting close or reporting date is a state holiday, then close would move to the following Monday.

Subtask 1.2.4 - Document Management
Due to the legal nature of the land acquisition process, it is critical that the IPMP properly file and store documentation related to the project. Particularly important is the proper filing of abstracts, appraisals, communications records, correspondence, and offers for each acquisition. The IPMP PM will create a SharePoint site or other off-the-shelf and low-cost, document management system that stores documents in a way that facilitates audit and access on a by parcel basis. The system will include the ability for users to access files for parcels using a clickable parcel map. The document management system will also include the ability to store and access community-wide files, including design files. The system will be accessible by users within the state of Louisiana system and users with non-state of Louisiana domains and computers. The IPMP PM will provide reports from the document management system as described in Subtask 1.2.3. The IPMP PM is responsible for transferring all files in a "by community/by parcel" organized directory structure to CPRA upon completion of the IPMP project.

Deliverables:

- Document Management Systems
- Uploaded Project Documents

Task 1.3 Outreach and Engagement
Outreach and Engagement (O&E) is a key component of the IPMP. The IPMP PM will be responsible for coordinate O&E

activities through the existing CPRA Program Management Team (PMT) Outreach and Engagement Contractor. O&E awareness events will be managed by the existing CPRA PMT O&E Contractor. Outreach events may include speaking engagements at local area public buildings.

The IPMP project team will staff a "hotline" for impacted landowners to request information and ask questions. The "hotline" will include a CPRA provided phone number that is staffed Monday through Friday 8AM-5PM on state of Louisiana working days and a publicly available email address. Emails and voice mail messages to the "hotline" will be answered within one business day of receipt. In coordination with the CPRA PMT O&E Contractor, the IPMP PM will also develop and implement a publicly available website and social media sites that provides IPMP information, FAQs, status updates, and the "hotline" contact information. The IPMP will implement a system to document all calls, emails, and interactions with landowners that is compatible with the Document Management system described in Subtask 1.2.4. Documentation from the "hotline" will be stored by parcel and accessible through a clickable map.

Deliverables:

- Hotline
- Public Interaction Documentation/Notes
- Website
- FAQs
- Social Media Sites

Task 1.4 Process Control, Quality, and Review

Adherence to defined and approved processes is a key success factor for the IPMP. The IPMP PM will develop process maps and descriptions for each process in the land acquisition and mitigation process. The process maps will include identification of required documents and decisions. The IPMP PM will develop a Quality Assurance Plan which will ensure that processes are followed, documents are properly filed, decisions are documented, and financial requirements are met. The IPMP PM will present the Quality Assurance Plan to CPRA PMT for review and approval. The IPMP PM will designate a member of the project team as the Quality Manager. The Quality Manager will be accountable to the IPMP PM for adherence to documented and approved processes.

CPRA's MBSD PMT will engage with the IPMP PM to provide process control and quality reviews on a monthly and quarterly basis. Reviews will focus on documentation of work processes associated with the acquisition of land and the payment to landowners for land rights and mitigations.

Deliverables:

- Process Documentation including Process Flow Charts
- Quality Assurance Plan
- Process Review Corrective Measures Statue Updates

Task 2 – Mitigation Design and SDC

The IPMP PM will be responsible for coordinating the completion of the mitigation design planned by CPRA. CPRA, through the existing MBSD design contract, has brought the design to a feasibility level of 15%. The IPMP will coordinate the progress of the design to 100%. Planned mitigations include community-wide solutions such as elevating roads, replacement/rehabilitation of sewer systems, and the construction of new bulkheads. Although most individual landowners will be receiving Project Servitude compensation to make improvements, there may be unique situations that require CPRA-implemented mitigation measures to structures; CPRA currently assumes these cases would be limited in scope.

The IPMP PM will be responsible for coordination of activities of work performed by others. This work will include Contractors for engineering and design and construction Contractors.

Planned Tasks <u>by Others</u> Includes:

- Standard Details and Specifications for:
  - Septic (mechanical) system improvements
  - Dock reconfiguration/rebuild to accommodate water level increases (Myrtle Grove)
  - ROW Plans
    - ROW survey and drawings for temporary and permanent community-wide mitigation features

- Community-Wide Designs for:
  - Myrtle Grove Bulkhead
  - Road elevation adjustments:
    - Woodpark
    - Suzie Bayou
    - Deer Range
    - Lake Hermitage
    - Grand Bayou
    - Happy Jack
  - Grand Bayou Boardwalk and Floating Gardens

- Cost estimating for designed mitigation solutions

- Preparation of Design Documents for Construction Procurement and Bid-Phase Support

- Construction

Construction Inspection

In addition to the design of the planned mitigations, the IPMP PM will provide services during construction (SDC) and Field Inspection. SDC and Field Inspection includes:

- Review for conformance of submittals
- Review of Contractor payment applications
- Review of Contractor schedules
- Coordination of Contractor activities with O&E function of the IPMP
- Inspection of constructed mitigation for conformance with plans and specifications
- Supporting the O&E function with the resolution of landowner issues/complaints
- Change order review
- Contractors pay application review

Deliverables:

- Submittal Review
- Change Order Review
- RFI Response
- Meeting Minutes
- Inspection Reports

Task 3 Land Services

Subtask 3.1 – Land Database
The IPMP PM will develop and populate a land parcel database. The database will contain all parcels to be acquired through the IPMP project, parcels determined to be ineligible, and eligibility for individual mitigation measures, such as dock and pier and/or home raising compensation. The estimate available at the time of this SOW is approximately 729 properties which may be eligible. This SOW requires the IPMP to determine actual eligible number of parcels. The database will be maintained by the IPMP PM and be accessible through a clickable map as described in Task 1. The database will also include status of the different phases of land acquisition, ownership information, and notes regarding owner communication.

Deliverables:
- Web-enabled, GIS Integrated land status database

Subtask 3.2 - Abstracts
The IPMP PM will perform abstracts for each property that is eligible for mitigation and/or acquisition. The abstracts will be run back sufficiently enough to determine the ownership of each property. The IPMP PM will evaluate the estimated required number of abstracts for the project and the anticipated duration for abstracting and ensure that an adequate number of abstractors are available to complete the abstracts with no negative impact to the schedule. The IPMP PM will load the individual abstracting resources into the schedule described in Subtask 1.2.1. The resources will be loaded into the schedule in such a way that the IPMP PM can report performance by each abstractor and hold each abstractor accountable for performance.

The IPMP PM will ensure that each abstract will be reviewed as part of the Legal Services described in Task 3. Any potential title deficiencies will be noted and reviewed with the CPRA Legal Services Team, described in Task 5 – IPMP Governance below. Abstracts and the title review documentation will be filed in the Document Management system described in Subtask 1.2.4.

Deliverables:
- Abstracts (1 per property)

Subtask 3.3 – Appraisals
The IPMP PM will perform two appraisals for each property that is planned for mitigation or acquisition. The appraisals will be performed according to the Uniform Appraisal Standards for Federal Land Acquisition (Yellow Book). Appraisals should cover the potential for a full voluntary buyout (fee title) as well as a project servitude and any required temporary construction servitudes.

The IPMP PM will evaluate the required number of appraisals for the project and the anticipated duration for appraisals and ensure that an adequate number of appraisers are available to complete the appraisals with no negative impact to the schedule. The IPMP PM will load the individual appraisal resources into the schedule described in Subtask 1.2.1. The resources will be loaded into the schedule in such a way that the IPMP PM can report performance by each appraiser and hold each appraiser accountable for performance.

The appraisals for each parcel will be reviewed and a Just Compensation Offer (JCO) will be developed by the IPMP PM. The JCO will be reviewed and approved by the Mitigation Review Committee as described in Task 5.

Deliverables:
- Appraisals (2 per property)

Subtask 3.4 - Acquisition
The IPMP PM will perform acquisition negotiations for each property that is planned for mitigation and/or acquisition. CPRA's goal is to settle each acquisition amicably and within the scheduled duration. Each acquisition will use the authorized JCO to guide negotiations. Negotiations that do not amicably reach settlement will be moved to the expropriation process, if appropriate. The IPMP PM will load the individual acquisition resources into the schedule described in Subtask 1.2.1. The resources will be loaded into the schedule in such a way that the IPMP PM can report performance by each acquisition agent and hold each acquisition agent accountable for performance.

Deliverables:
- Acquired land rights

Subtask 3.5 – Legal Services
The IPMP PM will be responsible for coordinating Legal Services activities through the CPRA General Counsel or designated in-house counsel or CPRA contracted outside counsel assigned by General Counsel to assisting the IPMP. The IPMP will coordinate through CPRA General Counsel legal services needed to assist the IPMP that may include title review, appraisal review, JCO review, legal agreement development and review, and expropriation support (potentially including filing preparation, filing logistical support, coordination and tracking of process service). The CPRA will provide dedicated legal services to support the IPMP PM in expediting the land acquisition process. The IPMP PM will load the individual legal services resources into the schedule described in Subtask 1.2.1. The resources will be loaded into the schedule in such a way that the IPMP PM can report performance by each resource and hold each resource accountable for performance.

Deliverables:
- Filings
- Meeting Notes

Subtask 3.6 – Survey and Mapping
The IPMP PM will be responsible for surveying and developing exhibits, drawings, and maps as required to both support the IPMP project with status information and to acquire land rights. The IPMP PM will load the individual survey resource into the schedule described in Subtask 1.2.1. The resources will be loaded into the schedule in such a way that the IPMP PM can report performance by each surveyor and hold each surveyor accountable for performance.

Deliverables:
- Acquisition surveys and drawings

Subtask 3.7 – Cost Estimating

Upon request from the CPRA PMT, the IPMP PM will provide Individual Cost Material and Labor Estimates for eligible parcels. Estimates may include:
  - Dock and pier improvements (raises), foundations, decking, lifts/hoists, canopy/covers, etc.
  - Raising of homes, demolition, disconnecting utilities and reconnection, raising structure, and pro-rata impact/Base Flood Elevation adjustment

Deliverables:
- Estimates

Task 4 – IPMP Governance
The IPMP PM will establish project governance in coordination with CPRA to ensure that decision and project actions are made quickly, with adequate input, and including the appropriate individuals within CPRA.

Deliverables:
- Governance Meetings, Agenda, Notes

Construction

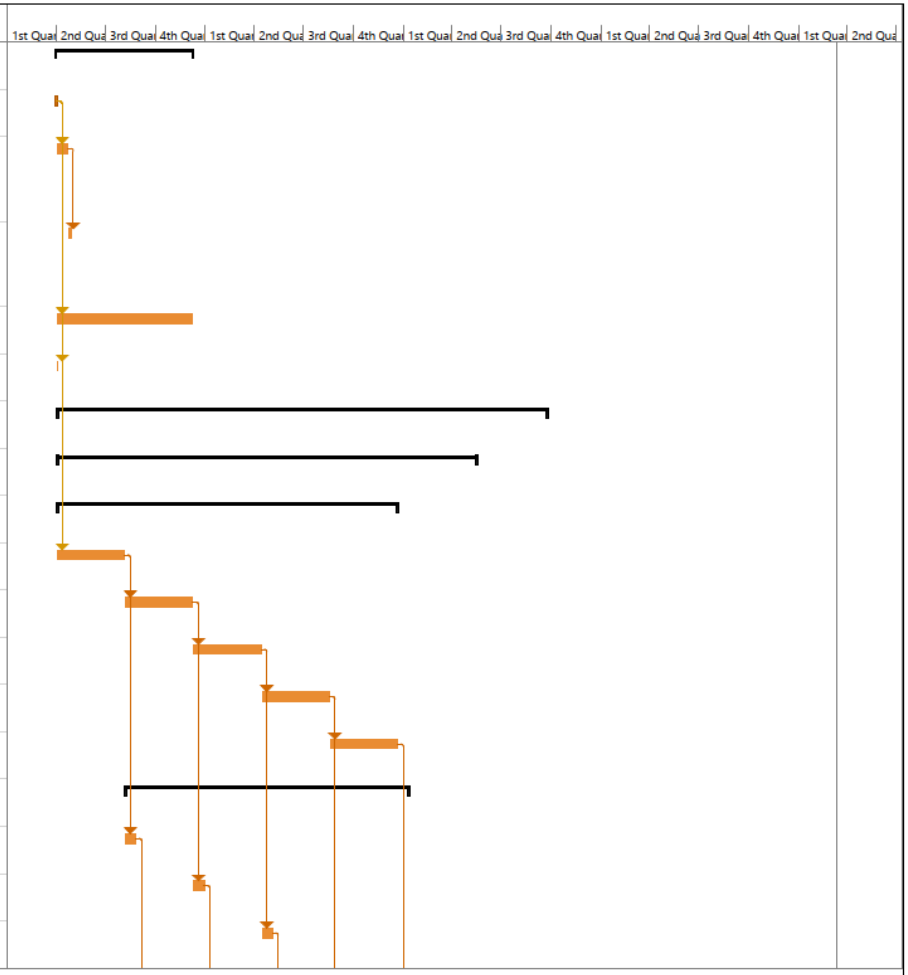
Construction will be procured through a traditional design-bid approach or through the CMAR contract for MBSD. The IPMP PM will review the overall project approach and construction economic environment to refine the proposed construction procurement approach. CPRA has developed the initial approach to procure the construction services through the following separate bid packages:

- Roads and municipal sewerage
- Myrtle Grove bulkhead and docks
- Septic improvements

Deliverables:
- Meeting Note

PROJECT SCHEDULE EXAMPLE

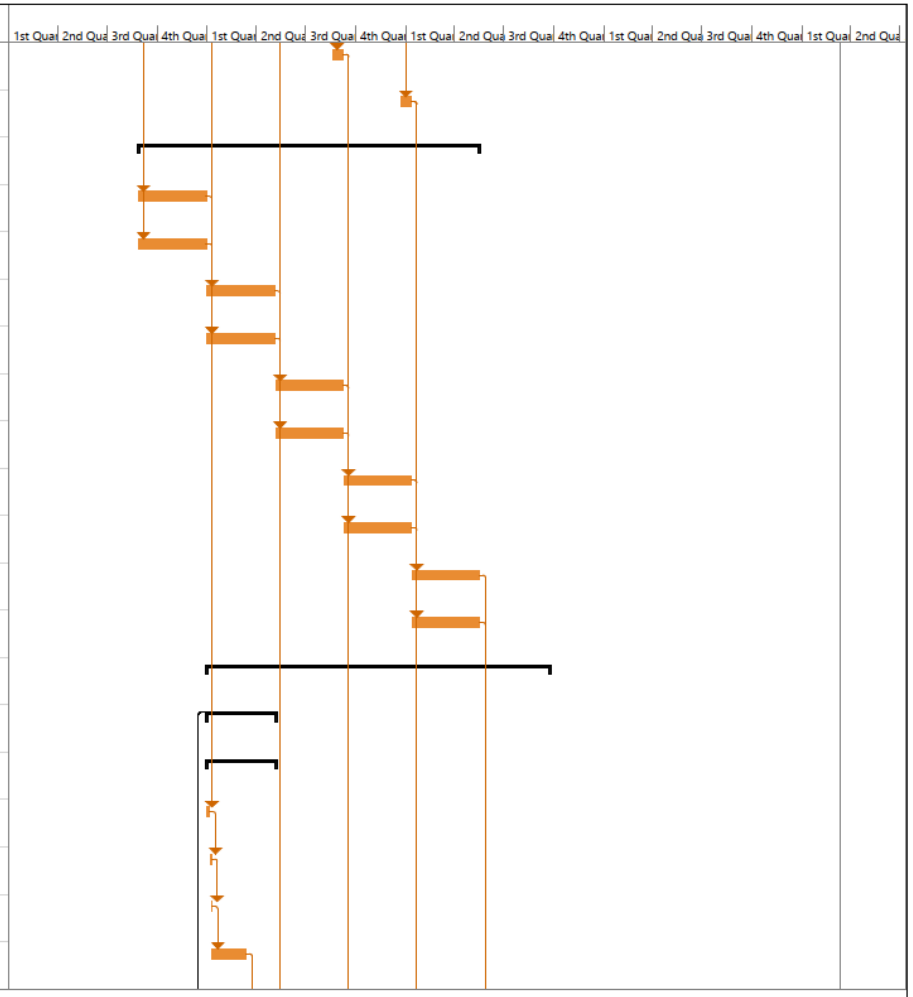
ID	Task Mode	Task Name	Duration	Predecessors	Start	Finish
1		**Project Management**	**181 days**		**Fri 3/31/23**	**Fri 12/8/23**
2		NTP Land Services Firm	1 day		Fri 3/31/23	Fri 3/31/23
3		Review and Review Impacts to Property Mitigation (IPMP) Work Plan	15 days	2	Mon 4/3/23	Fri 4/21/23
4		Mitigation Review Committee Endorsement of Revised IPMP Workplan	5 days	3	Mon 4/24/23	Fri 4/28/23
5		Implement Project Controls and Report Systems	180 days	2	Mon 4/3/23	Fri 12/8/23
6		Charter Team	1 day	2	Mon 4/3/23	Mon 4/3/23
7		**Land Acquisition Activates**	**647 days**		**Mon 4/3/23**	**Tue 9/23/25**
8		**Abstracting, Title Review, Appraisals**	**555 days**		**Mon 4/3/23**	**Fri 5/16/25**
9		**Perform Abstracting**	**450 days**		**Mon 4/3/23**	**Fri 12/20/24**
10		Abstract Happy Jack Example Parcel #1	90 days	2	Mon 4/3/23	Fri 8/4/23
11		Abstract Suzie Bayou Example Parcel #1	90 days	10	Mon 8/7/23	Fri 12/8/23
12		Abstract Hermitage Example Parcel #1	90 days	11	Mon 12/11/23	Fri 4/12/24
13		Abstract Woodpark Example Parcel #1	90 days	12	Mon 4/15/24	Fri 8/16/24
14		Abstract Myrtle Grove Example Parcel #1	90 days	13	Mon 8/19/24	Fri 12/20/24
15		**Perform Title Review**	**375 days**		**Mon 8/7/23**	**Fri 1/10/25**
16		Title Review Happy Jack Example Parcel #1	15 days	10	Mon 8/7/23	Fri 8/25/23
17		Title Review Suzie Bayou Example Parcel #1	15 days	11	Mon 12/11/23	Fri 12/29/23
18		Title Review Hermitage Example Parcel #1	15 days	12	Mon 4/15/24	Fri 5/3/24



Project: LandProcessSchedule
Date: Mon 8/22/22

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress | Slippage

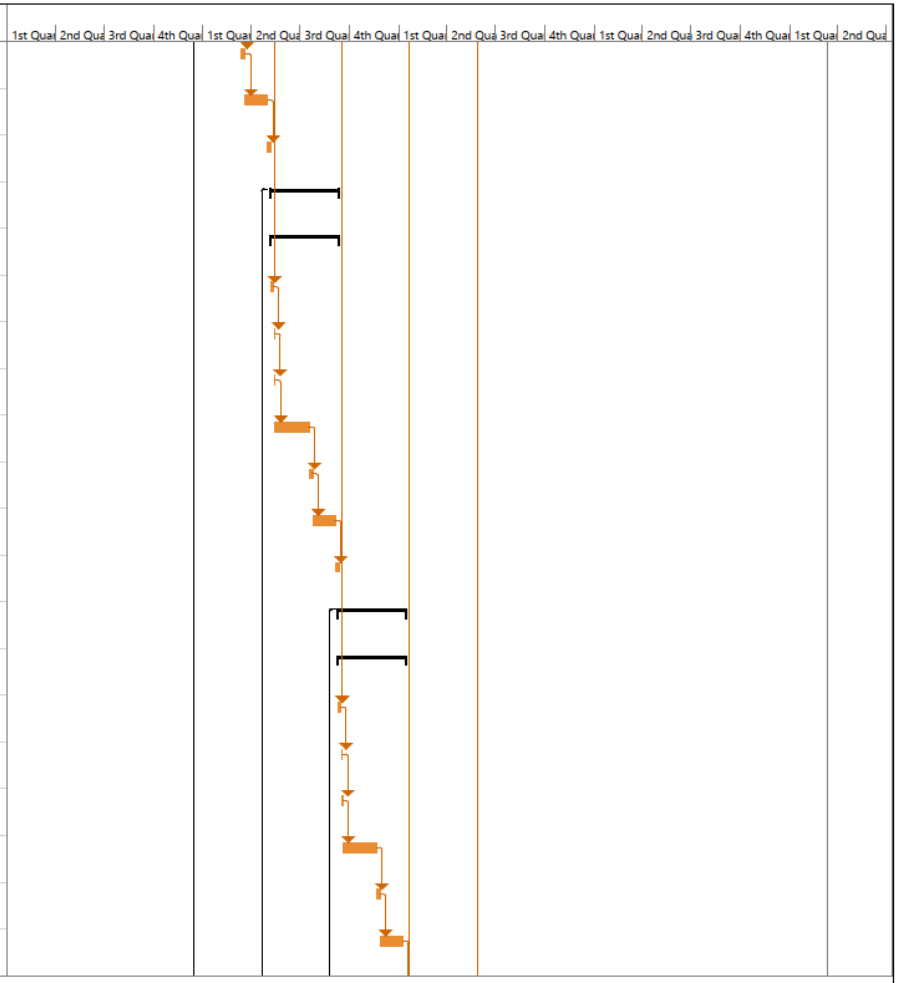
ID	Task Mode	Task Name	Duration	Predecessors	Start	Finish
19		Title Review Woodpark Example Parcel #1	15 days	13	Mon 8/19/24	Fri 9/6/24
20		Title Review Myrtle Grove Example Parcel #1	15 days	14	Mon 12/23/24	Fri 1/10/25
21		**Perform Appraisals**	**450 days**		**Mon 8/28/23**	**Fri 5/16/25**
22		Appraisal 1 - Happy Jack Example Parcel #1	90 days	16	Mon 8/28/23	Fri 12/29/23
23		Appraisal 2 - Happy Jack Example Parcel #1	90 days	16	Mon 8/28/23	Fri 12/29/23
24		Appraisal 1 - Suzie Bayou Example Parcel #1	90 days	17	Mon 1/1/24	Fri 5/3/24
25		Appraisal 2 - Suzie Bayou Example Parcel #1	90 days	17	Mon 1/1/24	Fri 5/3/24
26		Appraisal 1 - Hermitage Example Parcel #1	90 days	18	Mon 5/6/24	Fri 9/6/24
27		Appraisal 2 - Hermitage Example Parcel #1	90 days	18	Mon 5/6/24	Fri 9/6/24
28		Appraisal 1 - Woodpark Example Parcel #1	90 days	19	Mon 9/9/24	Fri 1/10/25
29		Appraisal 2 - Woodpark Example Parcel #1	90 days	19	Mon 9/9/24	Fri 1/10/25
30		Appraisal 1 - Myrtle Grove Example Parcel #1	90 days	20	Mon 1/13/25	Fri 5/16/25
31		Appraisal 2 - Myrtle Grove Example Parcel #1	90 days	20	Mon 1/13/25	Fri 5/16/25
32		**Negotiations and Acquisitions**	**452 days**		**Mon 1/1/24**	**Tue 9/23/25**
33		**Happy Jack**	**92 days**		**Mon 1/1/24**	**Tue 5/7/24**
34		**Example Parcel #1**	**92 days**		**Mon 1/1/24**	**Tue 5/7/24**
35		Develop JCO	5 days	22,23	Mon 1/1/24	Fri 1/5/24
36		Mitigation Review Committee Approval	1 day	35	Mon 1/8/24	Mon 1/8/24
37		Send JCO to Land Owner	1 day	36	Tue 1/9/24	Tue 1/9/24
38		Negotiate with Land Owner	45 days	37	Wed 1/10/24	Tue 3/12/24



Project: LandProcessSchedule
Date: Mon 8/22/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone		Slippage	

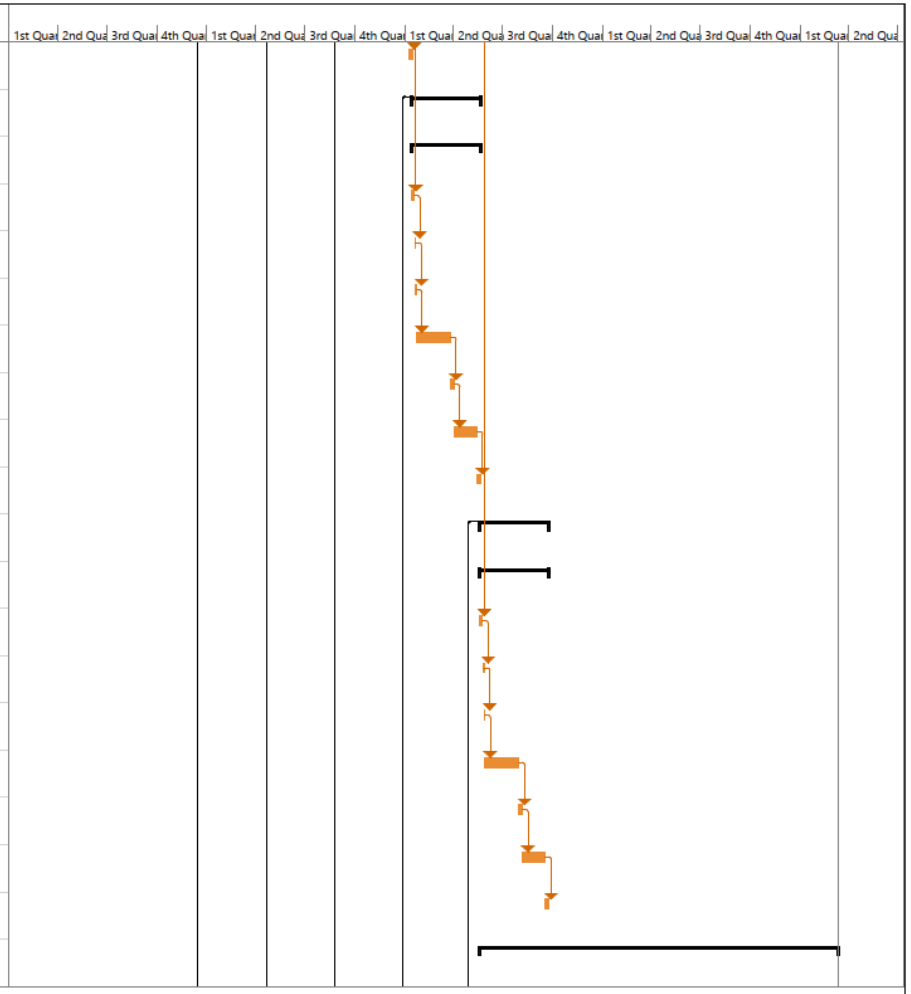
ID	Task Mode	Task Name	Duration	Predecessors	Start	Finish
39		Sign Agreement with Land Owner	5 days	38	Wed 3/13/24	Tue 3/19/24
40		Order Checks	30 days	39	Wed 3/20/24	Tue 4/30/24
41		File Closing Paperwork and Pay Landowner	5 days	40	Wed 5/1/24	Tue 5/7/24
42		**Suzie Bayou**	**92 days**		**Mon 5/6/24**	**Tue 9/10/24**
43		**Example Parcel #1**	**92 days**		**Mon 5/6/24**	**Tue 9/10/24**
44		Develop JCO	5 days	24,25	Mon 5/6/24	Fri 5/10/24
45		Mitigation Review Committee Approval	1 day	44	Mon 5/13/24	Mon 5/13/24
46		Send JCO to Land Owner	1 day	45	Tue 5/14/24	Tue 5/14/24
47		Negotiate with Land Owner	45 days	46	Wed 5/15/24	Tue 7/16/24
48		Sign Agreement with Land Owner	5 days	47	Wed 7/17/24	Tue 7/23/24
49		Order Checks	30 days	48	Wed 7/24/24	Tue 9/3/24
50		File Closing Paperwork and Pay Landowner	5 days	49	Wed 9/4/24	Tue 9/10/24
51		**Hermitage**	**92 days**		**Mon 9/9/24**	**Tue 1/14/25**
52		**Example Parcel #1**	**92 days**		**Mon 9/9/24**	**Tue 1/14/25**
53		Develop JCO	5 days	26,27	Mon 9/9/24	Fri 9/13/24
54		Mitigation Review Committee Approval	1 day	53	Mon 9/16/24	Mon 9/16/24
55		Send JCO to Land Owner	1 day	54	Tue 9/17/24	Tue 9/17/24
56		Negotiate with Land Owner	45 days	55	Wed 9/18/24	Tue 11/19/24
57		Sign Agreement with Land Owner	5 days	56	Wed 11/20/24	Tue 11/26/24
58		Order Checks	30 days	57	Wed 11/27/24	Tue 1/7/25



Project: LandProcessSchedule
Date: Mon 8/22/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone		Slippage	

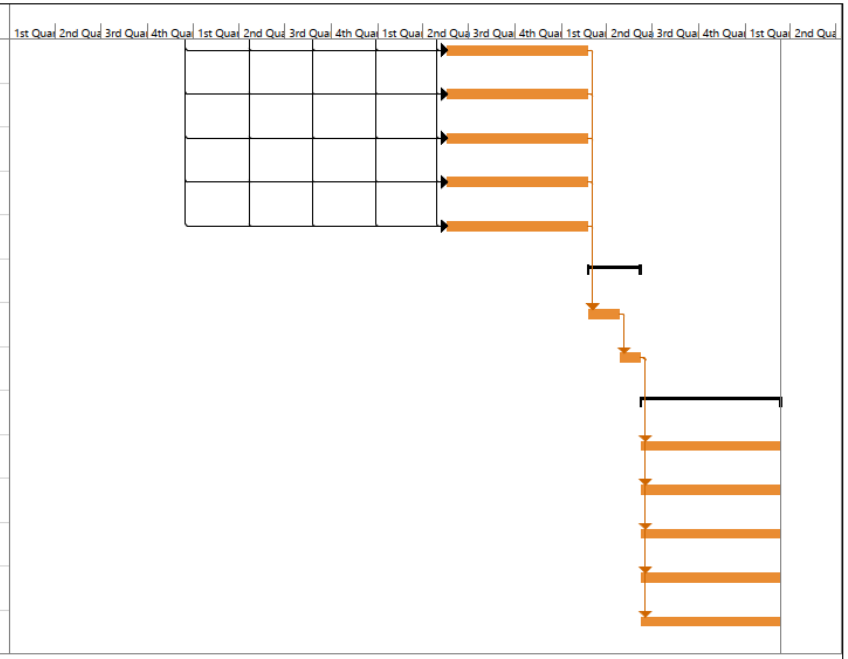
ID	Task Mode	Task Name	Duration	Predecessors	Start	Finish
59		File Closing Paperwork and Pay Landowner	5 days	58	Wed 1/8/25	Tue 1/14/25
60		**Woodpark**	**92 days**		**Mon 1/13/25**	**Tue 5/20/25**
61		**Example Parcel #1**	**92 days**		**Mon 1/13/25**	**Tue 5/20/25**
62		Develop JCO	5 days	28,29	Mon 1/13/25	Fri 1/17/25
63		Mitigation Review Committee Approval	1 day	62	Mon 1/20/25	Mon 1/20/25
64		Send JCO to Land Owner	1 day	63	Tue 1/21/25	Tue 1/21/25
65		Negotiate with Land Owner	45 days	64	Wed 1/22/25	Tue 3/25/25
66		Sign Agreement with Land Owner	5 days	65	Wed 3/26/25	Tue 4/1/25
67		Order Checks	30 days	66	Wed 4/2/25	Tue 5/13/25
68		File Closing Paperwork and Pay Landowner	5 days	67	Wed 5/14/25	Tue 5/20/25
69		**Myrtle Grove**	**92 days**		**Mon 5/19/25**	**Tue 9/23/25**
70		**Example Parcel #1**	**92 days**		**Mon 5/19/25**	**Tue 9/23/25**
71		Develop JCO	5 days	30,31	Mon 5/19/25	Fri 5/23/25
72		Mitigation Review Committee Approval	1 day	71	Mon 5/26/25	Mon 5/26/25
73		Send JCO to Land Owner	1 day	72	Tue 5/27/25	Tue 5/27/25
74		Negotiate with Land Owner	45 days	73	Wed 5/28/25	Tue 7/29/25
75		Sign Agreement with Land Owner	5 days	74	Wed 7/30/25	Tue 8/5/25
76		Order Checks	30 days	75	Wed 8/6/25	Tue 9/16/25
77		File Closing Paperwork and Pay Landowner	5 days	76	Wed 9/17/25	Tue 9/23/25
78		**Mitigation Design Activities**	**475 days**		**Mon 5/19/25**	**Fri 3/12/27**



Project: LandProcessSchedule
Date: Mon 8/22/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone		Slippage	

ID	Task Mode	Task Name	Duration	Predecessors	Start	Finish
79		Design Roadway Mitigation	200 days	69SS,60SS,51	Mon 5/19/25	Fri 2/20/26
80		Design Sewer Mitigation	200 days	69SS,60SS,51	Mon 5/19/25	Fri 2/20/26
81		Design Myrtle Grove Bulkhead Mitigation	200 days	69SS,60SS,51	Mon 5/19/25	Fri 2/20/26
82		Design Dock Mitigation	200 days	69SS,60SS,51	Mon 5/19/25	Fri 2/20/26
83		Design Home Elevation Mitigation	200 days	69SS,60SS,51	Mon 5/19/25	Fri 2/20/26
84		**Mitigation Bid Phase Activities**	**75 days**		**Mon 2/23/26**	**Fri 6/5/26**
85		Prepare Bid Documents and Advertise	45 days	79,80,81,82,8	Mon 2/23/26	Fri 4/24/26
86		Award Bid	30 days	85	Mon 4/27/26	Fri 6/5/26
87		**Mitigation Construction Activities**	**200 days**		**Mon 6/8/26**	**Fri 3/12/27**
88		Construct Roadway Mitigation	200 days	86	Mon 6/8/26	Fri 3/12/27
89		Construct Sewer Mitigation	200 days	86	Mon 6/8/26	Fri 3/12/27
90		Construct Myrtle Grove Bulkhead Mitigation	200 days	86	Mon 6/8/26	Fri 3/12/27
91		Construct Dock Mitigation	200 days	86	Mon 6/8/26	Fri 3/12/27
92		Construct Home Elevation Mitigation	200 days	86	Mon 6/8/26	Fri 3/12/27



Project: LandProcessSchedule
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Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone		Slippage	

Attachment 4: Required Rate Schedule

Personnel	**Personnel Rate**
Principal	**$ /hr**
Project Manager	**$ /hr**
Design/SDC Coordinator	**$ /hr**
Project Controls Lead	**$ /hr**
Abstract Manager	**$ /hr**
Appraisal Manager	**$ /hr**
Acquisition Manager	**$ /hr**
Abstractor	**$ /hr**
Appraiser	**$ /hr**
Acquisition Negotiator	**$ /hr**
Professional Land Surveyor	**$ /hr**
GIS/CADD Survey Tech	**$ /hr**
Administrative Lead/Document Control	**$ /hr**
Land Services Office Support	**$ /hr**
Survey Crew Lead	**$ /hr**
Survey Crew	**$ /hr**
Expert Witness Testimony	**$ /hr**

NOTE: The Proposer shall provide one hourly rate (a numerical value) for each of the mandatory staff classifications listed in the table above. Proposals that do not contain a rate for each classification above shall be declared non-responsive and disqualified. Proposers shall not add any additional classifications.

Personnel Classification Descriptions:

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

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

Design/SDC Coordinator – Duties include, but are not limited to coordinating design services provided by others with the IPMP. Provides cost estimating services related to mitigations and land acquisition. Also provides services during construction as needed during the construction phase of mitigations.

Project Controls Lead – Duties include, but are not limited to, developing, implementing and managing the project controls system. Updates the project controls system on a set monthly cycle with schedule, cost, and status. Manages reporting dashboard and distributes reports on a set cycle.

Abstract Manager – Duties include, but are not limited to, managing the abstracting process according to the schedule and budget. Manages Abstractors to balance resources across project, ensures all acquisition processes are followed and

documented. Reports schedule, cost, and status updates related to abstracting to the Project Controls Manager. Reports to the Project Manager and is accountable for scope, schedule and budget related to abstracting services.

Appraisal Manager – Duties include, but are not limited to, managing the appraisal process to appraise project real estate according to the schedule, budget, and applicable State and Federal policies and regulations. Manages Appraisers to balance resources across project, ensures all appraisal processes are followed and documented. Reviews all appraisals to ensure quality, consistency, and compliance with applicable State and Federal policies and regulations. Reports schedule, cost, and status updates related to appraisal to the Project Controls Manager. Reports to the Project Manager and is accountable for scope, schedule and budget related to appraisal services.

Acquisition Manager – Duties include, but are not limited to, managing the acquisition process to acquire project land rights according to the schedule and budget. Manages Acquisition Agents to balance resources across project, ensures all acquisition processes are followed and documented. Reports schedule, cost, and status updates related to acquisitions to the Project Controls Manager. Reports to the Project Manager and is accountable for scope, schedule and budget related to acquisition services.

Abstractor – Duties include, but are not limited to, performing research in the Courthouse to compile all documents affecting land title history on the properties within the project.

Appraiser – Duties include, but are not limited to, appraising real estate where real estate is being acquired for a project. May also perform reviews of appraisals to ensure compliance with all applicable State and Federal Requirements (Yellow Book)

Acquisition Negotiator – Duties include, but are not limited to, negotiating acquisitions as directed by the Acquisition Manager.

Professional Land Surveyor – Duties include, but are not limited to, the responsibility for overall quality management and coordination of all project survey activities. Ensures the accuracy of all plats prepared for acquisition.

GIS/CADD Survey Tech – Duties include, but are not limited to, preparation of survey maps and acquisition plats in compliance with surveying standard to be stamped by the Professional Land Surveyor.

Administrative/Document Control – Duties include, but are not limited to, providing administrative and clerical support to ensure the efficient execution of the entire effort performed under this contract. Also performs document management activities for the project.

Land Services Office Support – Duties include, but are not limited to, providing project related services not otherwise defined in other Personnel Classification Descriptions.

Survey Crew Lead – Duties include, but are not limited to, providing project survey oversight, coordination, schedule, budget, and QA/QC of survey deliverables. Works in the field to ensure all survey follows current industry standards of practice.

Survey Crew – Duties include, but are not limited to, performing surveys as required by the project.

Expert Witness Testimony – Testimony as an expert witness or at a deposition by any of the above staff at legal proceedings

Attachment 5 – 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.

Payment Type	Will Accept	Already enrolled
LaCarte Card	____	____
EFT	____	____

_____
Printed Name of Individual Authorized

_____ _____
Authorized Signature for payment type chosen Date

_____
Email address and phone number of authorized individual