

# **REQUEST FOR PROPOSALS**

**for**

## **GENERAL REAL ESTATE AND OYSTER LEASE APPRAISAL SERVICES**



**RFP #: 33000022796**

**Proposal Due Date/Time: May 17, 2024**

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

**April 11, 2024**

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**REQUEST FOR PROPOSAL  
FOR  
GENERAL REAL ESTATE AND OYSTER LEASE APPRAISAL SERVICES**

**PART 1: ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Purpose**

This Request for Proposals (RFP) is issued by the Coastal Protection and Restoration Authority (herein referred to as the CPRA or the State) for the purpose of entering into a contract with a firm which will provide Certified Appraisers (Contractor) to perform appraisals of privately owned real property and oyster leases throughout the coastal parishes of Louisiana.

**1.2 Background**

The Coastal Protection and Restoration Authority of Louisiana (CPRA) requires professional Certified Appraisers to supplement its staff's capabilities relative to the coastal protection and restoration program. CPRA is seeking the services of a Certified Appraiser (Contractor) to perform appraisals of privately owned real property and oyster leases throughout the coastal parishes of Louisiana. The Contractor shall perform appraisal services on an as-needed, task order basis. The CPRA Contract Monitor will coordinate all efforts throughout the contract period, including task scopes and negotiations, and will assign tasks to the Contractor as needed.

**1.3 Goals and Objectives**

This assignment involves the appraisal of lands and improvements, and/or of oyster leases and improvements, to be acquired in accordance with La. R.S. 56:432.1, the Oyster Lease Acquisition and Compensation Program (OLACP) where coastal restoration projects approved for construction pursuant to the Coastal Wetlands Planning, Protection and Restoration Act, PL 101-646 (CWPPRA) and other integrated coastal protection, conservation and restoration projects directly impact privately owned lands in such a way that compensation is required. All appraisals shall be reported as self-contained appraisal reports in narrative form and must conform to the Uniform Standards of Professional Appraisal Practice (USPAP) and guidelines contained in La. R.S. 56:432.1.

**1.4 Term of Contract**

The term of any contract resulting from this RFP shall begin on or about August 1, 2024 and is anticipated to end on July 31, 2027. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

## 1.5 Definitions

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.
Contractor	Any person having a contract with a governmental body; the selected Proposer.
CWPPRA	Coastal Wetlands Planning, Protection and Restoration Program
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DOA	Division of Administration
May and Can	The terms “may” and “can” denote an advisory or permissible action.
OLACP	Oyster Lease Acquisition and Compensation Program
OSP	Office of State Procurement
Proposal Review Committee	A committee who will review and score proposals.
Proposer	A firm or individual who responds to this RFP.
RFP	Request for Proposal
Shall, Will and Must	Shall, Will and Must – The terms “shall”, “will”, and “must” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
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.
SOW or SOS	Scope of Work or Scope of Services; can be used interchangeably.
USPAP	Uniform Standards of Professional Appraisal Practice
Using Agency	The term “Using Agency” shall mean the governmental body of the State (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.

## 1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and posted to LaPac	April 11, 2024
Pre-proposal conference (if applicable)	Not Applicable
Deadline for receipt of written inquiries	April 23, 2024 @ 3:00PM
Deadline to answer written inquiries	May 3, 2024
Deadline for receipt of proposals	May 17, 2024 @ 3:00PM
Notice of Intent to award announcement, and 14-day protest period begins, on or about	June 17, 2024
Contract execution, on or about	August 1, 2024

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

## 1.7 Proposal Submittal

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

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

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

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

## **1.8 Qualification for Proposer**

### **1.8.1 Mandatory Qualifications:**

Proposers must meet the following qualifications prior to the deadline for receipt of proposals:

1. At least one (1) employee with a college degree in biological science OR prior acceptance by a Louisiana federal or state court as an expert witness in the field of oyster biology or oyster ecology;
  2. At least one (1) licensed and certified General Real Estate Appraiser with at least five (5) years experience (prior to the deadline for receipt of proposals) in the oyster fishing industry in the State of Louisiana.
  3. At least one (1) Oyster Lease Appraiser with at least five (5) years experience (prior to the deadline for receipt of proposals) in the oyster fishing industry in the State of Louisiana.
- It shall be acceptable for one staff member to meet all the requirements.
  - Proposer **should** include a copy of the certification(s) with the proposal.
  - Proof of licensure will be checked at <http://www.reab.state.la.us/>.

### **1.8.2 Desirable Qualifications:**

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals.

1. Has experience in the valuation of oyster leases for acquisition conforming to La. R.S. 56:432.1, the Oyster Lease Acquisition and Compensation Program (OLACP).

## **1.9 Volume I – Technical and Cost Proposal**

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

### **1.9.1 Cover Letter**

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

### **1.9.2 Table of Contents**

This section services to reference significant section headings and page numbers of the Proposal.

### **1.9.3 Executive Summary**

This section serves to introduce the scope of the Proposal. It should include an Executive Summary with administrative information including the Proposer's contact name and



phone number. It should include the stipulation that the Proposal is valid for a time period of at least ninety (90) calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State Agency's overall requirements in the timeframes set by the Agency.

The Executive Summary should include a positive statement of compliance with the contract terms, as provided in the Sample Contract, Attachment III. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment III and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered; nor is CPRA obligated to incorporate suggested contract revisions.

#### **1.9.4 Company Background and Experience**

Proposers should respond to the following:

- Proposers should give a brief description of their company, including brief history, corporate or organization structure, and number of years in business.
- Proposers should provide a detailed discussion of their prior experience in working on projects similar in size, scope, and function to the proposed Scope of Services.
- Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.
- Proposers should clearly describe their ability to meet or exceed the qualifications described in Section 1.8, Qualifications for Proposer.

#### **1.9.5 Approach and Methodology**

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the Scope of Services as described herein. Proposers should respond to all requested areas.

The Proposer should:

- Provide an understanding of the nature of the Scope of Services (Part 2) and how the Proposer will best meet the needs of the State agency.
- Describe a functional approach to provide the services outlined in the Scope of Services (Part 2).

- Describe a functional approach in responding to task requests to meet agency requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a sample proposed Project Work Plan that reflects the approach and methodology and deliverables, such as, timetables and staffing.
- Provide an explanation of any additional tasks to be performed which are deemed necessary by the Proposer for successful project completion; explanation of deviation from and/or deletion of any tasks listed in the Scope of Services (Part 2).

#### **1.9.6 Proposed Staff Qualifications**

- The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.
- Proposer should submit a resume for each of the assigned personnel, and the resume should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience on past and present projects with dates and responsibilities, and any applicable certifications.
- The Proposer should also specifically include the role and responsibilities of each person who may perform work outlined in the Scope of Services (Part 2), their planned level of effort, their anticipated duration of involvement, and their on-site availability.

Proposers should clearly describe their ability to meet or exceed the qualifications described in Section 1.8-Qualification for Proposer and 2.2-Technical experience and Requirements.

#### **1.9.7 Veteran and Hudson Initiative Programs Participation**

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

<https://smallbiz.louisianaeconomicdevelopment.com>

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

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

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

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

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

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

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

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

<http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19:IX. Chapters 11 and 13) 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](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.

### **1.9.8 Cost Proposal**

The Proposer shall provide an hourly rate (numerical value) for each of the staff classifications listed in the “Required Rate Schedule” in Attachment II. The Prime and subcontractors will adhere to the “Required Rate Schedule” for the full term of the contract. Proposers shall submit only one “Required Rate Schedule.” The 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, interoffice copies, interoffice postage, cameras, personal protective equipment, and materials, as well as be inclusive of all travel related expenses, including but not limited to, lodging, rental vehicle, mileage and per diem.

Proposers shall not provide additional personnel classifications beyond those listed in the “Required Rate Schedule.”

Expenses such as third party charges, equipment rentals and material purchases, etc., will be negotiated for each task as appropriate to complete the assigned work. Such expenses will be reimbursed at cost, and only 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.

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

**1.9.9 Certification Statement**

The Proposer must sign and submit the original Certification Statement, Attachment I.

**1.9.10 Outsourcing of Key Internal Controls**

Not applicable to this RFP.

**1.9.11 Subcontractors**

Persons who are not full-time employees of the Proposer shall be considered subcontractors. All subcontractors necessary to conduct the work should be identified as specified in Section 1.25: Use of Subcontractors, including the projected percentage of the Scope of Services to be accomplished by each subcontractor. For each subcontractor, the Proposer should include letters of agreement to undertake their portion of the proposed work.

**1.9.12 Insurance**

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

**1.10 Volume II – Financial Information**

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

Demonstration of Financial Capability is required for Acceptance of a Proposal. Financial information is used for determination of responsibility (See Section 1.24), and not as evaluation criteria. In Volume II, Proposals **shall** include evidence demonstrating the Proposer’s financial capability to carry out the services required in this RFP. Evidence **shall** include either #1 or #2 below:

1. Financial Statements (preferably audited or reviewed by an independent CPA) for the past three (3) full twelve-month periods. Financial Statements are to include, at a minimum, the balance sheet and income statement for each of the past three (3) full twelve-month periods, compiled in accordance with Generally Accepted Accounting Principals (GAAP).
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.**

### **1.11 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.
- Three (3) hard copies
- One (1) electronic format (i.e., CD, Flash drive)

#### Volume II – Financial Information

- One (1) hard copy - Proposers should not submit any electronic copies of Volume II.

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

	<b>Volume I</b>	<b>Volume II</b>
<b>Hard copy</b>	1 original, 3 copies	1 copy
<b>Electronic copy</b>	1 (CD or flash drive)	Proposers should <u>not</u> submit any electronic copies of Volume II.

### **1.12 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.

### **1.13 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a thorough but 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.

### **1.14 Confidential Information, Trade Secrets, and Proprietary Information**

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

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

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

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, 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.

## **1.15 Proposal Clarifications Prior to Submittal**

### **1.15.1 Pre-proposal Conference**

Not required for this RFP.

### **1.15.2 Proposer Inquiries**

Written questions regarding this RFP or Scope of Services must be submitted to the RFP Coordinator and single point of contact for this procurement listed below.

**Gloria Tigner, RFP Coordinator**  
**Coastal Protection & Restoration Authority**  
**Email:** [CPRACONTRACTS@LA.GOV](mailto: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 the date and time 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 not be 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](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg).

Help scripts are available on OSP website under vendor center at:

<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

### **1.15.3 Blackout Period**

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the



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

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

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

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

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

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

### **1.16 Error and Omissions in Proposal**

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

### **1.17 Changes and Addenda**

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

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

### **1.18 Withdrawal of Proposal**

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

### **1.19 Waiver of Administrative Informalities**

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

### **1.20 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.

### **1.21 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.

### **1.22 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.

### **1.23 Taxes**

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

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

#### **1.24 Determination of Responsibility**

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in Louisiana Administrative Code, Title 34, Part V. 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 the requested and required information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

#### **1.25 Use of Subcontractors**

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

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

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

#### **1.26 Acceptance of Proposal Content**

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

#### **1.27 Evaluation and Selection**

The evaluation of proposals will be accomplished by a Proposal Review Committee to be designated by the CPRA, which will determine the proposal 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.

### **1.28 Best and Final Offers (BAFO)**

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

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

### **1.29 Contract Award, Negotiation, and Execution**

Contract award and execution are contingent upon the selected Proposer and CPRA reaching an agreeable contract.

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

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

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

The State reserves the right to negotiate a reduction to the “Required Rate Schedule” hourly rates (Attachment II) with any 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.

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

### **1.30 Notice of Intent to Award**

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

The State reserves the right to make multiple awards.

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 R.S. 44.1 et seq), 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 fourteen (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.

### **1.31 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 a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### **1.32 Insurance Requirements for Contractors**

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

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

#### **1.32.1 Contractor's Insurance**

The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any Subcontractor to commence work on his subcontract until all similar insurance required for the Subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled,

permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

## **1.32.2 Minimum Scope and Limits of Insurance**

### **1.32.2.1 Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

### **1.32.2.2 Commercial General Liability**

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 Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

### **1.32.2.3 Professional Liability (Errors and 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.

#### **1.32.2.4 Licensed and Non-Licensed Motor Vehicles**

The Contractor shall maintain during the life of the Contract, Business Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles. 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.

#### **1.32.2.5 Subcontractor's Insurance**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time

#### **1.32.2.6 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.

#### **1.32.2.7 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.

### **1.32.3 Liability and Indemnification**

#### **1.32.3.1 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.

#### **1.32.3.2 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.

#### **1.32.3.3 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.

#### **1.32.3.4 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.

#### **1.32.3.5 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.

#### **1.32.3.6 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.

### **1.33 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.

### **1.34 Payment**

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

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

During the execution of tasks contained in the Scope of Services, the Contractor shall submit monthly invoices for actual costs incurred in accordance with the final negotiated rate schedule. Invoices along with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in the Scope of Services and Contract shall be based upon actual costs incurred and shall be submitted monthly with progress reports.

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

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

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

#### **1.34.1 Electronic Vendor Payment Solutions**

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

### **1.35 Termination**

#### **1.35.1 Termination of the Contract for Cause**

State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure

which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause 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 the contract provided that the Contractor shall give the State written notice specifying the State Agency's failure and a reasonable opportunity for the State to cure the defect.

### **1.35.2 Termination of the Contract for Convenience**

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

### **1.35.3 Termination for Non-Appropriation of Funds**

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

## **1.36 Assignment**

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

## **1.37 Right to Audit**

The State legislative auditor, federal auditors and internal auditors of Coastal Protection and Restoration Authority, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### **1.38 Civil Rights Compliance**

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

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

### **1.39 Record Ownership**

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

### **1.40 Entire Agreement/ Order of Precedence**

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and 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 agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

### **1.41 Contract Modifications**

No amendment or variation of the terms of 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.

### **1.42 Substitution of Personnel**

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor

personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

#### **1.43 Governing Law**

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

#### **1.44 Claims or Controversies**

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

#### **1.45 Code of Ethics**

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

#### **1.46 Corporate Requirements**

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

#### **1.47 Prohibition of Discriminatory Boycotts of Israel**

By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, the 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.

## **1.48 Security**

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

Contractor shall adhere to the State's Information Security Policy (ISP) - <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>.

## **1.49 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.

## **PART 2: SCOPE OF WORK/SERVICES**

### **2.1 Scope of Services**

The Contractor shall perform all work required to accomplish the intent of the task order provided by CPRA. The Contractor shall be required to commence work on each written task order within ten (10) calendar days of the date of receipt. To perform the required work, the Contractor shall provide all professional and support staff and specialists necessary to plan, supervise, perform, and report the required work who are included in the required rate schedule as part of the proposal. The Contractor shall furnish all labor, transportation, fuel, equipment, and materials necessary to perform the services required by each task order.

#### **A. Appraisals:**

The Contractor may be issued a task involving the appraisal of lands and improvements, and/or of oyster leases and improvements, to be acquired conforming to La. R.S. 56:432.1, the Oyster Lease Acquisition and Compensation Program (OLACP) where integrated coastal protections and restoration projects are approved for construction pursuant to the Coastal Wetlands Planning, Protection and Restoration Act, PL 101-646 (CWPPRA) and other coastal protection, conservation and restoration projects directly impact privately owned lands in such a way that compensation is required. All appraisals shall be reported as self-contained appraisal reports in narrative form and must conform to the Uniform Standards of Professional Appraisal Practice (USPAP) and guidelines contained in La. R.S. 56:432.1. Contractor shall refer to Section A of the Uniform Appraisal Standard for Federal Land Acquisitions for a description of the contents of the appraisal report and the OLACP. One hard copy of the report shall be provided to CPRA and reports (including all addenda) must also be submitted in electronic format.

#### **B. Appraisal Updates:**

The Contractor may be asked to update the appraisals if a project time period is extended. The update will be in one of two formats: minor update or major update. The minor update will be in the format described in USPAP Advisory Opinion 3. This appraisal will require inspecting the property and updating market data to the date of the update request. This type of update will be requested when the property appraised has not undergone a significant change since the original appraisal, and when the time lapse between the date of the original appraisal and the date of the update request is not unreasonably long for the type of real estate involved; however, in no event, no longer than two (2) years. A major update will be requested when circumstances require a re-analysis of the factual data in a self-contained appraisal report. This appraisal will also require inspection of the property and updating market data to the date of update request. This type of report will be prepared in the same detail as the original appraisal report.

### **C. General Requirements:**

The Contractor must contact each landowner and/or oyster leaseholder by letter before the property is inspected to provide the landowner/lessee the opportunity to accompany the Contractor during the property inspection. The letter should be sent at least fifteen (15) days prior to accessing the property to allow a reasonable amount of time to allow the landowner sufficient notice to be able to accompany the Contractor if he/she so chooses. The date of the inspection must be included in the report as well as a copy of the letter contacting the landowner or his representative. The Contractor should not provide transportation to the landowner or the lessee to the property.

### **D. For Land Appraisals:**

CPRA will provide the Contractor a legal description and, in some cases, a plat or map of the requested appraisal tract. Some lands may have to be acquired fee simple; the fee simple title to the lands, however, will be subject to existing easements for public roads and highways, public utilities, railroads and pipelines; excepting and excluding from the taking all minerals in and under the land and all appurtenant rights for the exploration, development, production and removal of any minerals, but without the right to enter upon or over the surface of the land for the purpose of drilling and extracting the minerals.

Most project lands will not be acquired in fee, but will require surface easements or rights-of-way of varying terms, and may include partial takings. The Contract Monitor will provide the Contractor the specific estate that corresponds to each task order at the time of assignment. Appraisals should be performed using the sales comparison approach and the cost and income approaches, if applicable. If the appraisal includes the cost approach, an aggregated unit cost method of estimating should be used in the cost approach to determine value.

### **E. For Oyster Lease Appraisals:**

CPRA will provide the Contractor a copy of the oyster lease at the time of assignment. If sufficient information is available, the Contractor may determine the fair market value of the affected lease by taking into account comparable sales of other leases in similar locations with similar production capabilities. Alternatively, the Contractor may determine the fair market value of the affected lease by calculating the net income of the lessee at the time of acquisition and the present value of the projected net future income during the remainder of the current lease term, beginning with the next succeeding full calendar year, in the following manner:

1. Estimated future production expenses shall be deducted from estimated future gross income from the affected lease to determine estimated future net income, all on an annual basis, then discounted to present value at a rate intended to reflect the expected rate of return on investment in the Louisiana oyster industry, to determine



the present value of such income as of the first day of the calendar year following the year of purchase.

2. Future gross income from the affected lease may be estimated by the Contractor based on adequate reliable documentation submitted by the leaseholder, such as sales records, income tax returns, reports and affidavits. In the absence of such documentation, or in conjunction therewith, the Contractor may use whatever information may be available from other sources, both public and private, to estimate the average productivity of oyster reefs in the area of the affected lease on the basis of marketable oyster sacks per reef acre, and the market price thereof, then apply such estimate to the reef area of the affected lease.
3. Future production expenses applicable to the affected lease may be estimated by the Contractor based on adequate reliable documentation submitted by the leaseholder, such as accounting records, invoices, cancelled checks, payroll records, third party records, income tax returns, reports, and affidavits. In the absence of documentation submitted by the leaseholder, or in conjunction therewith, the Contractor may use whatever information may be available from other sources, both public and private, to estimate the average production expenses, present and future, of oyster reefs in the area of the affected lease on a per sack of marketable oysters basis and apply such estimates to the affected lease.

## **2.2 Technical Experience and Requirements**

### **A. Court Testimony Experience**

The proposal should cite the number of times the Proposer has testified as an expert witness. The proposal should include specific references regarding the type of case, the case name, the docket number and the name of the court in which the Contractor testified and the approximate date. Please specify Federal Court or State Court.

### **B. Experience in Valuation of Partial Takings**

The proposal should list an approximate number of appraisals completed within the last three years. Provide a detailed description of at least three appraisals for each, the proposal should state the approximate size of the parent tract, the taking, the remainder, the type of estate appraised, the highest and best use of the property appraised, and whether there was severance damage to the remainder.

### **C. Experience in Valuation of Various Land Classes**

The proposal should list an approximate number of appraisals completed within the last three years for land classes such as:

- Commercial property or industrial land and buildings with full extent analysis and full extent compensation
- Residential property with residence

- Vacant land, including fast lands and wetlands
- Leased agricultural land
- Woodland
- Leasehold interests (i.e. agricultural leases)

In addition, the proposal should state the location of the property, the size of the property, the date of the appraisal and the client's name for at least three appraisals in each land class in which the Contractor has performed appraisals.

**D. Experience in valuation of unique properties and unusual estates**

The proposal should list an approximate number of appraisals completed within the last five years of unique properties or unusual estates. Provide details regarding the type of real estate that was appraised, the highest and best use of the property, the size of the property, the exact location of the property, whether the property was leased, and the purpose of the appraisal.

**E. Experience in valuation of oyster leases**

The proposal should list an approximate number of oyster lease appraisals completed within the last five years. Provide details regarding the size of the oyster lease, the exact location of the oyster lease, and the purpose of the appraisal.

**F. Professional History**

The proposal should include information regarding the Proposer's work experience, education, affiliation with professional organizations, designations, publications, and honors and awards received. The proposal must include a copy of the current Louisiana Certification and documentation to illustrate membership in good standing in professional organizations.

**G. Expert Witness**

In the event a legal proceeding should arise involving work product provided to CPRA under this contract, the individual Contractor who wishes to be considered for this contract shall provide expert witness testimony supporting the information provided to CPRA in the course of fulfilling this contract. Performing the function of expert witness may be billable at a different rate than normal appraisal functions. A rate for providing expert witness services must be included in proposal in response to this offering.

**2.3 Deliverables**

**A. Estimated Time Schedules**

For each assigned appraisal, if so requested by the CPRA Contract Monitor, the Contractor shall submit an estimated time schedule to the CPRA Contract Monitor for review and coordination with other project implementation elements.

**B. Deliverables**

The Contractor shall provide to the CPRA Contract Monitor the specific deliverables related to each task outlined in in the task order issued upon the completion of each appraisal.

### PART 3: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the Proposal. The evaluation will be conducted according to the following.

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

EVALUATION CRITERIA	MAXIMUM SCORE
<b>TECHNICAL</b>	
<b>COMPANY BACKGROUND AND EXPERIENCE</b>	<b>20</b>
<b>PROPOSED STAFF QUALIFICATIONS</b>	<b>22</b>
<b>APPROACH AND METHODOLOGY</b>	<b>21</b>
<b>HUDSON/VETERAN SMALL ENTREPRENEURSHIP PROGRAM</b> <ul style="list-style-type: none"><li>• UP TO 10 POINTS AVAILABLE FOR HUDSON-CERTIFIED PROPOSERS;</li><li>• UP TO 12 POINTS AVAILABLE FOR VETERAN-CERTIFIED PROPOSERS;</li><li>• IF NO VETERAN-CERTIFIED PROPOSERS, THOSE TWO POINTS ARE NOT AWARDED.</li></ul>	<b>12</b>
<b>COST</b>	<b>25</b>
<b>TOTAL MAXIMUM SCORE</b>	<b>100</b>

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

Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of Company Background and Experience, Proposed Staff Qualifications, and Approach and Methodology to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further evaluation on Cost or Hudson/Veteran Program.**

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

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

### 3.1 Cost Evaluation

For cost evaluation purposes, the labor category hourly rates provided in Attachment II, Required Rate Schedule, will be averaged. The Proposer with the lowest rate schedule average (LRSA) will receive 25 points. All other Proposals will be scored by multiplying the maximum possible points (25) by a fraction that consists of the lowest rate schedule average (LRSA) as numerator and the rate schedule average of the Proposer being evaluated (PRSA) as the denominator.

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

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

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

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

#### B. 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 in order to receive the full amount of applicable reserved points. **It is highly desirable for the Proposer to include the certificate in the Proposal to expedite the verification process.**

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

- i. Subcontractor's name;
- ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
- iii. A detailed description of the work 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).

## **PART 4: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

As required by Part 2, Scope of Services.

### **4.2 Performance Measurement/Evaluation/Monitoring Plan**

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

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

### **4.3 Veteran and Hudson Initiative Programs Reporting Requirements**

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

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

## ATTACHMENT I: CERTIFICATION STATEMENT

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

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

- A. Official Contact Name: \_\_\_\_\_
- B. E-mail Address: \_\_\_\_\_
- C. Phone Number with area code: (     ) \_\_\_\_\_
- D. US Mail Address: \_\_\_\_\_

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

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

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



contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the proposer if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.
10. Proposer certifies that the cost submitted was independently arrived at without collusion.

Signature of Proposer or  
Authorized  
Representative

\_\_\_\_\_

Typed or Printed Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

Title:

\_\_\_\_\_

Company Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

City:

\_\_\_\_\_

State:

\_\_\_\_\_

Zip:

\_\_\_\_\_

**ATTACHMENT II: REQUIRED RATE SCHEDULE**

<b>HOURLY BILLABLE RATES (\$/HOUR)</b>	<b>PERSONNEL CLASSIFICATION</b>
\$_____/hr.	General Real Estate Appraiser
\$_____/hr.	Oyster Lease Appraiser
\$_____/hr.	Assistant Real Estate Appraiser
\$_____/hr.	Assistant Oyster Lease Appraiser
\$_____/hr.	Expert Witness/Testimony
\$_____/hr.	Administrative/Clerical

**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 Description:**

**General Real Estate Appraiser** – Duties include, but are not limited to providing appraisals of land, rights-of-way, etc., using applicable sales comparison approach, or the cost and income approach as the situation requires. The appraiser must be licensed and certified for general real estate appraisals and have a minimum of five (5) years experience.

**Oyster Lease Appraiser** – Duties include, but are not limited to, responsible for the overall direction, coordination, implementation, execution, control and completion of specific projects within the authorized scope, schedule and budget. The oyster lease appraiser must be able to determine the fair market value of an affected lease in accordance with LAC 43:Part VII, Subpart 1, Chapter 3. The appraiser must have a minimum of five (5) years experience.

**Assistant Real Estate Appraiser** - Duties include, but are not limited to, providing appraisals of land, rights-of-way, etc., using applicable sales comparison approach, or the cost and income approach as the situation requires. The appraiser must be licensed and certified for general real estate appraisals and have a minimum of one (1) year experience.

**Assistant Oyster Lease Appraiser** – Duties are similar to those required of an oyster lease appraiser, would work under the direct supervision of an oyster lease appraiser.

**Expert Witness/Testimony**- Any real estate appraiser, oyster lease appraiser, assistant real estate appraiser or assistant oyster lease appraiser may be called to testify in a deposition or other court proceeding as to on any CPRA project with respect to appraisal valuations.

**Administrative/Clerical**- Duties include, but are not limited to, the submission of accurate invoices, provide administrative and clerical support to ensure the efficient execution of the entire effort performed under this contract.

## ATTACHMENT III: SAMPLE CONTRACT

### STATE OF LOUISIANA CONTRACT FOR CONSULTING SERVICES

**THIS CONTRACT** is made and entered into by and between the **Coastal Protection and Restoration Authority**, State of Louisiana (hereinafter sometimes referred to as “CPRA”) and **<CONTRACTOR>**, **<ADDRESS>** (hereinafter referred to as “Contractor”), do hereby enter into a Contract under the following terms and conditions:

#### 1. SCOPE OF SERVICES

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

#### 2. GOAL

The appraisal of lands and improvements, and/or of oyster leases and improvements, to be acquired in accordance with La. R.S. 56:432.1, the Oyster Lease Acquisition and Compensation Program (OLACP) where coastal restoration projects approved for construction pursuant to the Coastal Wetlands Planning, Protection and Restoration Act, PL 101-646 (CWPPRA) and other integrated coastal protection, conservation and restoration projects directly impact privately owned lands in such a way that compensation is required.

#### 3. OBJECTIVES

To provide CPRA with Certified Appraisers to perform appraisals of privately owned real property and property interests throughout the coastal parishes of Louisiana.

#### 4. PERFORMANCE MEASURES

The performance of the Contract will be measured by the State Contract Monitor, authorized on behalf of the State, to evaluate the Contractor’s performance against the criteria in the Scope of Services.

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

#### 5. TERM OF CONTRACT

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

**6. CONTRACT MONITOR**

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

**7. DELIVERABLES**

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

**8. COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

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

**9. NOTICE TO PROCEED**

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

**10. PAYMENT TERMS**

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

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

Payment to Contractor for services rendered shall be made in according to the following:

During the execution of tasks contained in the Scope of Services, the Contractor may submit monthly invoices for actual costs incurred with the rate sheet contained in Appendix B (Proposal). Invoices along with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Appendices A and B shall be based upon actual costs incurred and shall be submitted monthly with progress reports (Appendix C).

The 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 copies, interoffice postage, cameras, personal protective equipment, and materials, as well as be inclusive of lodging, travel and per diem.

Expenses such as third party charges, equipment rentals and material purchases, etc., will be negotiated for each task as appropriate to complete the assigned work. Such expenses will be reimbursed at cost, and only 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.

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

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

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

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

## **11. SUBSTITUTION OF KEY PERSONNEL**

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

## **12. INDEMNIFICATION AND LIMITATION OF LIABILITY**

### **A. CONTRACTOR LIABILITY**

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

## **B. FORCE MAJEURE**

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

## **C. INDEMNIFICATION**

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

## **D. INTELLECTUAL PROPERTY INDEMNIFICATION**

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

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

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

product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

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

#### **E. LIMITATIONS OF LIABILITY**

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of the contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

#### **F. OTHER REMEDIES**

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

### **13. INSURANCE**

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

**Contractor's Insurance:** The Contractor shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be



changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

**Workers Compensation Insurance:**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

**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 Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

**Errors and Omissions:** Contractor shall be responsible to maintain Errors and Omissions coverage with limits of no less than \$1,000,000.00. This Errors and Omissions coverage must be maintained throughout the entirety of the term of this Contract. 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 the Contract, Business Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles. 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.

**Subcontractor's Insurance:** Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

**14. CLAIMS FOR LIENS**

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

**15. 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.

## **16. 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/or to the extent applicable any Federal entity with oversight over the funds paid to Contractor, including without limitation, the Inspector General and/or the Legislative Auditor, the United States Department of the Treasury's Office of Inspector General (Treasury OIG), the United States Department of the Interior's Office of Inspector General (DOI OIG), the Government Accountability Office (GAO) and the Gulf Coast Ecosystem Restoration Council (RESTORE Council) established under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Public Law 112-141, Sec. 1601-1608, 126 Stat. 588 (Jul. 6, 2012), codified at 33 U.S.C. 1321(t), as applicable, and copies of thereof shall be furnished if requested.

## **17. OWNERSHIP**

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

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

- A. Written permission must be sought from the CPRA, Project Support Manager prior to use of collected data/project information, for any of the publication purposes mentioned above.

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

For work performed under the RESTORE Act, the Federal Government, including the RESTORE Council, may also retain certain rights in the work as provided in Section E.07 of the RESTORE Council’s Financial Assistance Standard Terms and Conditions or in Treasury’s RESTORE Act Standard Terms and Conditions and Program-Specific Terms and Conditions, as applicable.

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

## **18. AUDITS AND 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 relate to this Agreement in accordance with La. R.S. 24:513.

Any audit shall be performed in accordance with R.S. 24:513 *et seq.* and/or any applicable provisions of 2 C.F.R. part 200, Subpart F “Audit Requirements”, and 31 C.F.R. Part 34 as applicable, including without limitation 31 C.F.R. § 34.805.

Contractor further agrees for Tasks funded under the RESTORE Act or the Gulf of Mexico Energy Security Act of 2006 (GOMESA), Public Law 109-432, to make available to the Office of the Governor, Division of Administration, the Office of the Inspector General the U.S. Treasury OIG, DOI OIG, the GAO and the RESTORE Council, as applicable, any documents, papers or other records, including electronic records of Contractor that are pertinent to the Tasks funded under the RESTORE Act or GOMESA as applicable, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor’s personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

**19. 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 Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to CPRA.

**20. SUCCESSORS AND ASSIGNS**

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

**21. 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.

**22. CODE OF ETHICS AND PROHIBITED ACTIVITY**

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.

Contractor and its consultant(s), contractor(s), and subcontractor(s) are prohibited from using, and shall be responsible for its consultant(s), contractor(s), and subcontractor(s) being prohibited from using, any RESTORE Act funds provided herein for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Contractor and its consultant(s), contractor(s), and subcontractor(s) will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

**23. 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 40U.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).

For Tasks funded under the RESTORE Act, Contractor shall comply with, and require any consultants, contractors and subcontractors employed in the completion of any activity, project or program conducted with the RESTORE Act funds to comply with the requirements of all applicable state and federal statutes, laws, rules, and regulations, including but not limited to assurance that all documentation shall be sufficient to meet the requirements of both the RESTORE Act and the Treasury regulations for release of the RESTORE Act funds from the RESTORE Act's Trust Fund, including without limitation (i) the requirements of any applicable RESTORE grant award, including any Special Award Conditions, (ii) the RESTORE Council's Financial Assistance Standard Terms and Conditions or Treasury's RESTORE Act Standard Terms and Conditions and Program-Specific Terms and Conditions, as applicable, (iii) 2 C.F.R. part 200 Subpart E – Cost Principals, (iv) 2 C.F.R. § 200.331 and 2 C.F.R. § 200.333, including but not limited to Appendix II of 2 C.F.R. Chapter II, Part 200 (1-1-14) attached hereto as **Appendix E**, (v) all applicable provisions of 31 C.F.R. Part 34, and (vi) any CPRA Internal Agency Policies applicable to Contractor and/or to consultants, contractors and subcontractors, and the provisions provided therein. Contractor and its consultants/contractors/ subcontractors shall act in good faith to supply the STATE, the RESTORE Council and/or the U.S. Department of Treasury with any supporting material or documentation needed for release of RESTORE Act funds or for legal compliance.

All provisions contained in any of the above-cited laws, rules, regulations, guidelines, policies, or other documents, will be deemed incorporated by reference, as applicable, to this Contract.

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.

#### **24. CONFIDENTIALITY OF DATA**

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

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

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

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

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

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

**26. NON-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 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.

**27. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with R.S. 39:1602.1, for any Contract for \$100,000 or more and for any Contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this Contract, refrain from a boycott of Israel.

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

**28. DISADVANTAGED BUSINESS ENTERPRISES**

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

The following good faith efforts for utilizing DBEs are required:

- A. Solicitations for products or services shall be sent to firms/individuals listed as DBEs.
- B. Where feasible, divide total requirements into smaller tasks to permit maximum DBE participation.
- C. Where feasible, establish delivery schedules which will encourage DBE participation.
- D. Encourage use of the services of the U.S. Department of Commerce’s Minority Business Development Agency (MBD) and the U.S. Small Business Administration to identify DBEs.
- E. Encourage contracting with a consortium of DBEs when a Contract is too large for one of these firms to handle individually.
- F. Require that each party to a subcontract takes the affirmative steps outlined here.

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

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

**29. 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. Eligible Contractors are also required to make it clear in their proposal that they are certified by attaching a certification document. Qualification requirements and online certification are available at <https://smallbiz.louisianaeconomicdevelopment.com/Account/Register>

**30. 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.

**31. CERTIFICATE OF DEBARMENT / SUSPENSION STATUS**

Contractor certifies with its execution of this agreement that it is not suspended, debarred or ineligible from entering into Contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of notice of proposed debarment or suspension. Contractor agrees to secure from any Contractor(s) and subcontractor(s) for the captioned project certification that such Contractor(s) and subcontractor(s) are not suspended, debarred or declared ineligible from entering into Contracts with any department or agency of the Federal Government or of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

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

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

prior to or after execution of this agreement, CPRA reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Contract pursuant to the terms of the article in this agreement entitled TERMINATION FOR CAUSE, or take such other action it deems appropriate under this Contract.

**32. TERMINATION FOR CAUSE**

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

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

**33. TERMINATION FOR CONVENIENCE**

The CPRA may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**34. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

**35. REPORTING OF FRAUD, WASTE, ABUSE OR CRIMINAL ACTIVITY**

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

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or

Fax to: 1-844-40-FRAUD (1-844-403-7283)

Or report via U.S. Mail: LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804

In accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potentially any criminal activity pertaining to work funded under this Contract with RESTORE Act funds shall be reported to the U.S. Department of Treasury and the U.S. Treasury OIG.

**RESTORE Council**

Via Email to: [grantsoffice@restorethegulf.gov](mailto:grantsoffice@restorethegulf.gov); or

Via U.S. Mail: Grants Officer, Gulf Coast Ecosystem Restoration Council, 500 Poydras Street, Suite 1117, New Orleans, LA 70130

**U.S. Department of Treasury Office of Gulf Coast Restoration**

1500 Pennsylvania Ave., N.W.

Washington, DC 20220-0001

Phone: 202-622-2136

Email: [Laurie.McGilvray@treasury.gov](mailto:Laurie.McGilvray@treasury.gov)

**U.S. Department of Treasury Office of Gulf Coast Restoration and the U.S. Treasury OIG**

Phone: 1-800-359-3898 (toll free)

Email: [Hotline@oig.treas.gov](mailto:Hotline@oig.treas.gov)

Online: Hotline Complaint Form: <https://www.treasury.gov/about/organizational-structure/ig/Pages/OigOnlineHotlineForm.aspx>

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

Via Email to: [grantsoffice@restorethegulf.gov](mailto:grantsoffice@restorethegulf.gov); or

Via U.S. Mail: Grants Officer, Gulf Coast Ecosystem Restoration Council, 500 Poydras Street, Suite 1117, New Orleans, LA 70130

**36. REMEDIES FOR DEFAULT**

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

For Tasks funded under the RESTORE Act, Contractor also acknowledges that any RESTORE Act funds not used in accordance with the terms and conditions of this Contract, local, state and federal law or conditions of a Federal award for the RESTORE Act funds, shall be reimbursed to the CPRA. CPRA shall also be entitled to any other remedies for noncompliance as provided in Section M of the RESTORE Council's Financial Assistance Standard Terms and Conditions.

If Contractor or its consultant(s), contractor(s), and/or subcontractor(s) fail to comply with Federal statutes, regulations or the terms and conditions of a Federal award under the RESTORE Act, in addition to Termination for Cause or Termination for Convenience, the CPRA may take one or more of the following actions, as appropriate in the circumstances: (a) temporarily withhold cash payments pending correction of the deficiency by Contractor or its consultant(s), contractor(s), and/or subcontractor(s) or more severe enforcement action as necessary; (b) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (c) wholly or partly suspend or terminate payment of the RESTORE Act funds; (d) recommend that suspension or debarment proceedings be initiated under 2 C.F.R. part180 and Federal awarding agency regulations; (e) withhold further Federal awards for the project or program; or (f) take other remedies that may be legally available. The Contractor shall be given a reasonable time in which to cure noncompliance. Any dispute may be resolved in accordance with the procedure set forth in this Contract.

**37. DISPUTES**

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

**38. GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this

Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**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 forthwith 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 Director of the Office of State Procurement.

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

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

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be

given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

**44. 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.

**45. CYBERSECURITY TRAINING**

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

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

**THUS DONE AND SIGNED AT** Baton Rouge, Louisiana on the date indicated below.

WITNESSES SIGNATURES:

Coastal Protection and Restoration Authority:

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
(Print Name)

WITNESSES SIGNATURES:

Contractor:

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

**APPENDIX C**

**Coastal Protection and Restoration Authority  
Monitoring Report**

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_ CPRA Contract No. \_\_\_\_\_

Project Title: \_\_\_\_\_

Invoice No. \_\_\_\_\_ Invoice Amount: \_\_\_\_\_

Total Invoiced to Date: \$ \_\_\_\_\_

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

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

1. Nature of problems encountered:
2. Remedial action taken or planned:
3. Whether minimum criteria for measure can still be met:
4. Likely impact upon achievement:

**IV. OTHER DISCUSSIONS OF SPECIAL NOTE:**

Contractor \_\_\_\_\_ Date \_\_\_\_\_  
(Printed Name)

Approval: \_\_\_\_\_ Date \_\_\_\_\_  
CPRA Project Manager (Printed Name)

Approval: \_\_\_\_\_ Date \_\_\_\_\_  
CPRA Contract Monitor (PrintedName)



**APPENDIX D**

**DBE PROCUREMENTS MADE DURING QUARTER**

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

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

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

<sup>1</sup>Type of product or service codes:

1=Construction

2=Supplies

3=Services

4=Equipment

## APPENDIX E

### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-

1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246

Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60,

“Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 31463148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part

401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.323.

(K) See §200.216.

(L) See §200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

**ATTACHMENT IV: ELECTRONIC VENDOR PAYMENT SOLUTION**

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

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

For all statewide and agency term contracts:

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

**EFT** payments are sent from the State’s bank directly to the payee’s bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting at [DOA-OSRAP-EFT@la.gov](mailto: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.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

\_\_\_\_\_  
Printed Name of Individual Authorized

\_\_\_\_\_  
Authorized Signature for payment type chosen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email address and phone number of authorized individual