

REQUEST FOR PROPOSAL

CONSULTING SERVICES

Project System and ERP/SAP Assistance – Public Sector



RFP #:2503-16-17

PROPOSAL DUE DATE/TIME: MAY 27, 2016 3:00 PM

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

April 27, 2016

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**REQUEST FOR PROPOSAL
FOR
Project System and ERP/SAP Assistance – Public Sector**

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

After Hurricanes Katrina and Rita in 2005, the Coastal Protection and Restoration Authority Board was created by the Louisiana Legislature as the single state entity with authority to articulate a clear statement of priorities and to focus development and implementation efforts to achieve comprehensive coastal protection for Louisiana. In July 2008, an implementation office of approximately 155 staff, originally known as the Office of Coastal Protection and Restoration and now referred to as the Coastal Protection Restoration Authority (CPRA), was established.

Since 2008, CPRA has been tasked with a multi-billion dollar work load, which includes hurricane protection and restoration projects across the coast. Most notable are the \$14.6 Billion Hurricane Protection System for the Greater New Orleans area; the \$497 Million Coastal Impact Assistance Program; and the \$8 Billion Louisiana Coastal Area program. Additionally, CPRA serves as lead Trustee and Administrative Trustee for the Natural Resource Damage Assessment that is a result of the 2010 Deepwater Horizon event.

In anticipation of additional project funding from the Deepwater Horizon Natural Resource Damage Assessment, RESTORE Act, Gulf of Mexico Energy Securities Act (GOMESA) or other sources, we are improving our implementation processes and structure.

Implementing a comprehensive project-based financial system to sufficiently and succinctly provide required financial and project information achieves significant efficiencies and improves accountability. CPRA recently converted to the new statewide accounting system, LaGov, which is an Enterprise Resource Planning (ERP) system. The LaGov system has components and capabilities that allow CPRA to have a comprehensive financial/project management system. The process to convert to the new ERP LaGov system began July 1, 2013 and CPRA was operational in the system July 1, 2014. The financial components, Human Capital Management (HCM), and Supplier Relationship Management (SRM) modules have been implemented, but there are features in the Project System module that CPRA needs for project managers and accountants to have full project accounting functionality within the LaGov system. Additionally, CPRA requires expert SAP consultation for developing reports within Business Intelligence, assistance with completing business process re-engineering, and access to SAP consultants for questions/training in the existing SRM and ECC environment.

1.1.1 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 qualified personnel to implement and document modifications to existing financial management practices and systems for the CPRA, serve as the liaison/consultant for implementing the Project System module of the State of Louisiana's new Enterprise Resource Planning system, LaGov, lead business

process re-engineering efforts, and provide expert public sector SAP consultation to the CPRA LaGov team.

CPRA is seeking proposers to respond to the Scope of Work statement entitled "Project System and SAP/ERP Assistance."

1.2 Definitions

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

B. Must – The term "must" denotes mandatory requirements.

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

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

E. Contractor/Contracting Party– Any person having a contract with a governmental body; the selected proposer(s).

F. 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.

G. State- The State of Louisiana.

H. 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.

I. DOA – Division of Administration

J. OSP – Office of State Procurement

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

L. RFP – Request for Proposal

M. LaGov – The State of Louisiana's Implementation of SAP.

N. SAP – Systems, Applications and Products

O. ERP – Enterprise Resource Planning

P. ECC – Enterprise Core Component

Q. SRM – Supplier Relationship Management

R. HCM – Human Capital Management

1.3 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and email public announcements	April 27, 2016
Deadline for receipt of written inquiries	May 11, 2016 3:00 PM
Issue responses to written inquiries	May 17, 2016
Deadline for receipt of proposals	May 27, 2016 3:00 PM
Oral Presentations	IF APPLICABLE
Announce award of contractor selection	June 10, 2016

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.

1.3.1 Period of Agreement

Any contracts resulting from this solicitation is tentatively scheduled to begin on or after July 1, 2016. The State has authority to contract for up to a total of three years with the concurrence of the Contractor and with all appropriate approvals.

1.3.2 Blackout Period

The Blackout Period is a specified period of time during a competitive procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period shall apply not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process shall include but shall not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive procurements will identify a designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract(s) are awarded.

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

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

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation;
2. Duly noticed site visits and/or conferences for bidders or proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure.

Procedural matters shall 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 of requirements of the RFP.

1.4 Proposal Submission

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

*Allison Richard, Coastal Resource Program Specialist
Coastal Protection & Restoration Authority
P.O. Box 44027
Baton Rouge, LA 70804*

For courier delivery, the street address is 15th Floor, Room 1500, 450 Laurel Street, Baton Rouge, LA 70801, and the telephone number is 225-342-5453. It shall be solely the responsibility of each Proposer to ensure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.4.1 Highly Desirable Qualifications for Proposer

It is highly desirable that Proposers have the following experience and knowledge prior to the deadline for receipt of proposals:

- Senior level staff experience in providing public sector financial management assistance and general accounting service to public sector entities;
- Experience in providing project oversight services on large, enterprise ERP/financial system implementation projects;
- Experience in working with public sector SAP Financial and SAP HCM, particularly funds management, fund accounting, and grant accounting;
- Experience with integrating SAP Financial and SAP HCM with other products such as Primavera P6;
- Experience in working with project management, particularly with project accounting/budgeting and Primavera P6; scheduling, and Networks and Activities;
- Experience working with federal grant programs.

1.4.2 Technical Capacity and Experience

Proposers should demonstrate capacity to fulfill services and provide clear evidence of relevant experience, in each of the areas listed in Section 1.4.1 above.

1.5 Proposal Format

A. VOLUME I – TECHNICAL PROPOSAL AND COST RATES (FIVE COPIES)

a. **Cover Letter:**

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

b. **Table of Contents:**

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

c. **Certification Statement:**

The Proposer must sign and submit the Certification Statement shown in Attachment I.

d. **Executive Summary:**

This section should serve to introduce the scope of the proposal. It should include administrative information including, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet CPRA's overall requirements in the timeframes stipulated. It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in Attachment IV, Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

e. **Firm Experience:**

The Proposers should give a brief description of their company including a brief history, corporate structure and organization, and number of years in business. This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/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 desired qualifications described in Section 1.4.1.

f. **Qualifications of Individuals Assigned to the Project:**

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. This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and

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

Proposers should clearly describe their ability to meet or exceed the desired staff qualifications desired in Section 1.4.1.

g. 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 items specified in Attachment II, Scope of Services.

The Proposer should:

- Provide Proposer's understanding of the State's needs and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed project team for this work and the function and responsibilities of subcontractors.
- 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.
- Present innovative concepts for consideration.

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

Participation of Veteran Initiative and Hudson Initiative small entrepreneurship will be scored as part of the technical evaluation.

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

<http://smallbiz.louisianaeconomicdevelopment.com>

Ten percent (10%) of the total evaluation points on this RFP shall be reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

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

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors.

Points will be allocated based on the following criteria:

- the number of certified small entrepreneurships to be utilized
- the experience and qualifications of the certified small entrepreneurship(s)
- the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in its 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.

The statutes (R.S 39:2171 et. Seq.) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 et. Seq.) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

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

<http://wwwprd1.doa.louisiana.gov/OSP/LaPac/Vendor/VndPubMain.cfm?tab=2sp>. 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.

Certifications with the Louisiana Department of Economic Development must be active at the time of proposal submission in order to receive points.

i. Cost Proposal:

The Proposer shall provide an hourly rate (numerical value) for each of the staff classifications listed in the Required Rate Schedule in Attachment III. The Prime and all sub-consultants will all adhere to the "Required Rate Schedule" for the full term of the contract, so proposers shall submit only one "Required Rate Schedule." Proposers shall not provide additional personnel categories beyond those listed in the "Required Rate Schedule." The rates shall be inclusive of all costs associated with labor, overhead, travel, lodging and per diem, administrative costs, software, account management, and any other costs associated with the provision of services (including, but not limited to, standard equipment, computers, office supplies, copies, and materials).

Proposers should also provide an estimated cost to accomplish each objective and the estimate should detail the estimated number of hours with proposed labor rates. This data is for informational purposes only and shall not be used in the scoring process.

j. Subcontractors:

Persons who are not full time employees of the proposer shall be considered as subcontractors. All subcontractors necessary to conduct the work should be identified, including the percentage of project to be accomplished. For subcontractor(s), the proposer should include letters of agreement to undertake their portion of the proposed work.

k. Insurance:

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

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

Financial information is used for determination of responsibility (See Section 1.15), and not as evaluation criteria. In Volume II, proposals shall include evidence demonstrating the Proposer’s financial capability to carry out this project. Evidence can include:

1. (Preferred) Financial Statements audited or reviewed by an independent CPA for the past 3 years.
2. If financial statements are not available, proposer shall state the reason and shall provide a letter from the proposer’s bank and/or other financial companies stating financial status/standing with the bank or financial company.

***Letters from proposers or subcontractors declaring their own financial capability will not be accepted.**

1.5.1 Number of Copies of Proposals

The State requests that five (5) hard copies of the Volume I portion of the proposal and one (1) copy of Volume II of the proposal be submitted to the RFP Coordinator at the address specified. One (1) additional copy of the Volume 1 portion of the proposal shall be submitted in an electronic format (i.e. CD, flash drive) At least one (1) of the proposals shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

	Volume I	Volume II
Hard copy	5 copies	1 copy
Electronic copy	1 copy	Proposers should <u>not</u> submit any electronic copies of Volume II.

1.5.2 Legibility/Clarity

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

1.6 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information 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 shall be rejected without further consideration or recourse.

1.7 Pre-proposal Conference

Not applicable for this solicitation.

1.7.1 Proposer Inquiries

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

Allison Richard, RFP Coordinator
Coastal Protection & Restoration Authority
P.O. Box 44027
Baton Rouge, LA 70804
Phone: 225-342-5453
Fax: 225-242-3532
Email: DNRprocurement@la.gov

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

Official responses to all questions submitted by potential proposers will be posted by the date specified in the Schedule of Events at <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>, www.dnr.louisiana.gov/contracts, and www.coastal.la.gov/resources/doing-business-with-cpra/contracts-and-grants/

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

1.8 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to minor errors identified in proposals by State or the Proposer. The State, at its option, reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.9 Changes, Addenda, Withdrawals

State shall reserve the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://www.prd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>, www.dnr.louisiana.gov/contracts, and www.coastal.la.gov/resources/doing-business-with-cpra/contracts-and-grants/

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

1.10 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 accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

1.11 Waiver of Administrative Informalities

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

1.12 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.

1.13 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.

1.14 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.

1.15 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136. The State must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

1.16 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, proposers shall acknowledge in their proposals total responsibility for the entire contract.

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

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

1.17 Oral Discussions/Presentations

The State, at its sole discretion, may require all proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. Based upon new or revised information received in the presentation, using the same criteria in initial scores, the original scores that were assigned in the initial evaluation may be adjusted.

1.18 Acceptance of Proposal Content

Review of proposals will begin at 3:00pm on the proposal deadline due date as specified in the Schedule of Events. 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.

1.19 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.

1.20 Contract Award and Execution

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

The State shall reserve the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

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

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

1.21 Notice of Intent to Award

The Proposal Review Committee will compile the scores and make a recommendation to the Executive Director on the basis of the responsive and responsible proposer with the highest score.

A contract will be awarded based on Technical Capacity, Experience, and Cost (as reflected in the "Required Rate Schedule" Part II: Evaluation).

The State will notify the successful Proposer in writing 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), selection memorandum, list of criteria used with the weight assigned each criteria, the score of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 calendar days after the award has been announced by the agency.

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

1.22 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity shall be authorized to reject a proposal from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

1.23 Payment

Billing and payment terms shall be negotiated with the successful Proposer. All invoices shall be accompanied by an accounting of hours worked, by whom, at the hourly rate, along with a description of work that has been completed at the time of invoice submission. No advance payments shall be made.

1.24 Assignment

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

1.25 Audit of Records

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

1.26 Record Ownership

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

1.27 Entire Agreement/ Order of Precedence

This 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 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.

1.28 Substitution of Personnel

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

1.29 Governing Law

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

1.30 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.

1.31 Code of Ethics

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

1.32 Corporate Requirements

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

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

1.33 Indemnification and Limitation of Liability

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

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

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

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

infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

PART II: EVALUATION

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

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

CRITERIA	MAXIMUM SCORE
1. Relevant Company Experience and Knowledge, and Staff Qualifications (including Subcontractors, if applicable)	35
2. Approach and methodology/Scope of Services	30
3. Cost	25
4. Hudson/Veteran Small Entrepreneurship Program	10
TOTAL SCORE	100

2.1 Cost Evaluation

Cost ratings (CR) will be determined using the following formula:

For cost evaluation purposes, all hourly rates will be averaged. The proposer with the lowest rate schedule average (LRSA) will receive 25 points. All other proposals will be rated 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.

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

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

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

Ten percent (10%) of the total evaluation points on this RFP shall be reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

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

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurships to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

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)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Phone Number with area code: () _____

C. US Mail Address: _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer’s quote shall be valid for at least 90 calendar days from the date of proposal’s signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 30 **business** days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov> .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer’s Authorized Representative

DATE

ATTACHMENT II: SCOPE OF SERVICES

Project System and SAP/ERP Assistance – Public Sector for the Coastal Protection and Restoration Authority

The Contractor shall work with the Coastal Protection and Restoration Authority (CPRA) and its agents to complete the implementation of the Project System (PS) module which CPRA needs for project managers and accountants to have full project accounting functionality within the LaGov system. Additionally, the contractor shall provide expert SAP consultation for developing reports within Business Intelligence and dashboards, assistance with completing business process re-engineering, access to SAP consultants for questions/training in the existing SRM and ECC modules, and consultation for design and implementation of an online invoicing system. Services provided shall be in compliance with State, Federal and other applicable regulations.

The contractor shall provide assistance relative to the following program of needs:

Objective 1 Assessment and Planning

Contractor shall evaluate existing financial, contract and project management systems, software and current practices to gain an understanding of CPRA's new ERP environment. This phase will include meetings with agency staff and officials to determine work flow, processes, and roles/responsibilities. This phase will conclude with the production, and the contract monitor's acceptance, of a work plan that will lay out implementation guidelines/procedures for any proposed recommendations that CPRA accepts. Contractor will produce a detailed work plan that shall include at a minimum, but is not limited to:

- Contractor shall assess and develop a schematic of the CPRA's existing project management processes and procedures, including existing operations in PS, and propose enhancements/modifications to existing practices;
- Contractor will propose a detailed plan to integrate remaining Primavera P6 data not already captured in PS;
- Contractor will demonstrate and explain the necessary modifications;
- Contractor will make any other appropriate procedural recommendations;
- The work plan shall include implementation strategies along with timing for Objective 2 of this Scope of Services.

Objective 2 Implementation of Project System Module

Contractor will serve as a liaison for CPRA with the State's Division of Administration to ensure that CPRA's objectives are achieved, to the maximum extent possible, through the LaGov

system. Contractor will provide personnel certified in SAP Project Systems (PS) for public sector resources to assist CPRA with completing the design and implementation of the PS system module of LaGov.

The results expected to be achieved include, but are not limited to:

- Build upon existing project accounting so that it is sufficient for CPRA project managers to manage project budgets;
- develop sufficient project detail to enable production of the Annual Plan financial projections (capital and operating) from PS;
- fully train all CPRA staff that manage LaGov projects in PS, including staff that manage LaGov projects in CPRA's three regional offices;
- tailor training materials specifically to a CPRA project manager audience; to date, materials have been geared towards office of management and finance staff;
- establish (in conjunction with CPRA) agency-wide project reporting protocols and train project management staff accordingly to ensure consistency in project reporting among project managers across CPRA divisions;
- work with Project Management staff to identify critical schedule elements and populate these elements accordingly in PS to enable efficient management of deliverable schedules;
- develop (in conjunction with CPRA) and enact appropriate procedures to enable a simpler, more accurate transfer of knowledge between project managers due to changes in project phase or workload redistribution.

Objective 3 Assistance and Training

- **Project System (PS) Module:** Contractor shall have personnel embedded within CPRA for the remainder of the contract period or a mutually agreed upon timeframe to facilitate formal training of CPRA employees and to assist CPRA employees with operating in the PS module. Contractor is expected to provide all necessary materials and equipment to perform these services.
- **Supplier Relationship Management (SRM) and Enterprise Core Component (ECC):** Contractor shall provide expert SRM and ECC assistance for immediate problem resolution on an as-needed basis. This will be a supplement to the assistance that the Division of Administration normally provides through its help desk. The contractor's personnel can be available remotely or embedded. The services for this assistance will not exceed 70 hours per month.

Objective 4 Reports and Dashboards

Contractor shall assist CPRA staff with establishing standardized reports and dashboards using Business Intelligence for CPRA to use in internal and external publications and for executives to make informed decisions on project implementation.

Objective 5 Online Invoicing

Online invoicing for CPRA's vendors is desired. Provided that the Division of Administration can incorporate the development of an online invoicing system into its schedule, Contractor shall assist CPRA in working with the Division of Administration to design and implement an online invoicing system that is integrated and supported through the existing LaGov ERP system.

CPRA will provide office space, computers and printers for up to two (2) embedded contractor staff. Parking will be available at no additional cost to the contractor.

ATTACHMENT III: REQUIRED RATE SCHEDULE

PERSONNEL	OFFICE RATE
Principal	\$ /hour
Project Director	\$ /hour
Functional Lead/ Project Manager	\$ /hour
Functional Analyst/ Functional Consultant	\$ /hour

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

Personnel Classification Descriptions:

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

Project Director – Duties include, but are not limited to, responsibility for ensuring successful completion of project deliverables; establish and maintain project plan, strategy and standards; manages team members.

Functional Lead/ Project Manager – Duties include, but are not limited to, responsibility for the direction, coordination, implementation, execution, control and completion of specific larger, more complex tasks within the authorized scope, schedule and budget; facilitates end-user training; could be the point of contact for daily operations with CPRA.

Functional Analyst/ Functional Consultant – Duties include, but are not limited to, responsibility for the implementation, execution, and completion of specific tasks within the authorized scope, schedule and budget. Duties are accomplished in coordination with the Functional Lead/ Project Manager.

ATTACHMENT IV: SAMPLE CONTRACT

STATE OF LOUISIANA CONTRACT FOR CONSULTING SERVICES

ON THIS ____ day of _____ 2016, the Coastal Protection and Restoration Authority (CPRA) of the State of Louisiana, hereinafter sometimes referred to as the "State", and <contracting party> officially domiciled at <address>, <city>, <state> <zip> hereinafter sometimes referred to as the "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

Implementation of coastal restoration projects were authorized by the Coastal Wetland Planning, Protection and Restoration Act of 1990 (Public Law 101-646, Title III), by R.S. 49: 213.6, and establishment of the Coastal Protection and Restoration Authority (Implementation) also established by Act 8 enacted by the Louisiana Legislature at the Second Extraordinary Session of 2005 (November), to protect and restore Louisiana's coastal wetlands to alleviate further land and revenue loss.

3. OBJECTIVES

To provide qualified personnel to implement and document modifications to existing financial management practices and systems for the CPRA, serve as the liaison/consultant for implementing the Project System module of the State of Louisiana's new Enterprise Resource Planning system, LaGov, lead process re-engineering efforts, and provide expert public sector SAP consultation to the CPRA LaGov team.

4. PERFORMANCE MEASURES

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

The submission of satisfactory monthly Monitoring Reports 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. CONTRACT MONITOR

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

- (1) A Monitoring Report shall be submitted by the Contracting Party with each invoice for payment on a CPRA Monitoring Report (Appendix C).

- (2) A final summary report shall be submitted by the Contracting Party on a CPRA Monitoring Report (Appendix C) with the final invoice for payment.

6. 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.

7. 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.

8. TERM OF CONTRACT

The term for the fulfillment of services to be performed pursuant to this contract shall be from <begin_date> through <end_date>.

9. STATE FURNISHED RESOURCES

The Executive Director of the State will designate one or more persons on his staff to act as project manager(s) and the State will provide the following to assist the Contractor in the performance of the Scope of Services:

- a. Appropriate personnel for consultation, as required; and
- b. Access to relevant material required in the performance of the work.

10. TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is: _____.

11. PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of <total_amt_wording>.

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

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

Monthly invoice for actual costs incurred in accordance with the rate schedule in Appendix B (Proposal). Invoices for progress payments, with supporting documentation, detailing the fees charged and

allowable costs to be reimbursed as set forth in Appendices A and B shall be based upon actual costs incurred and shall be submitted monthly with progress reports.

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

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

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

12. TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State 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 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 State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

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

13. TERMINATION FOR CONVENIENCE

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.

14. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is 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.

15. INDEMNIFICATION AND LIMITATION OF LIABILITY

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

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss

or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

16. REMEDIES FOR DEFAULT

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

17. FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any

proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

18. ASSIGNMENT

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

19. 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. The period of retention shall be for no less than three (3) years from the date of the last payment made under this contract, unless any task is funded with money from CDBG in which case the period shall be for no less than five (5) years.

20. CONTRACT MODIFICATION

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

21. 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.

22. SUBCONTRACTORS

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

23. HUDSON & VETERANS INITIATIVES

The Coastal Protection and Restoration Authority (CPRA) fully participates 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 entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible 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.louisianaforward.com>.

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 or distributor participation and the dollar amount of each.

24. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and the Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990, the Davis-Bacon Act (40 USC 276a et seq.), and the Federal Funding Accountability and Transparency (FFATA) (<https://www.fsrc.gov>).

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. 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.

25. DISADVANTAGED BUSINESS ENTERPRISES

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

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

1. Solicitations for products or services shall be sent to firms/individuals listed as DBE's.
2. Where feasible, divide total requirements into smaller tasks to permit maximum DBE participation.
3. Where feasible, establish delivery schedules which will encourage DBE participation.
4. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBD) and the U.S. Small Business Administration to identify DBE's.

5. Encourage contracting with a consortium of DBE's when a contract is too large for one of these firms to handle individually.
6. Require that each party to a subcontract tasks the affirmative steps outlined here.

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

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

26. INSURANCE

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

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

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

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

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

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

If watercraft is engaged and/or utilized in any operations performed under this Contract, the Contractor shall maintain Watercraft Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall be maintained during the life of this Contract, and cover the use of any licensed and non-licensed watercraft engaged in operations within the terms of the Contract on the site of the work to be performed, unless such coverage is included in insurance elsewhere specified. If the watercraft engaged and/or utilized in any operations performed under this Contract is not owned and/or operated by the Contractor, then the Contractor shall require that any and all such subcontractors take and maintain the Watercraft Liability Insurance as prescribed and required by this Paragraph.

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

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

27. APPLICABLE LAW

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

28. CODE OF ETHICS

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

29. 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 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 as it deems appropriate under this Contract.

30. 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.

31. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

32. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This 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 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.

33. 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.

34. 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 USC 327 et seq.) and the Copeland Anti-Kickback Act (formerly 40 USC 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 USC 8301-8305 (formerly 40 USC 10a-10c).

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

35. OWNERSHIP OF DOCUMENTS:

Upon completion or termination of this contract, all data collected by the Contracting Party and all documents, notes, drawings, tracings and files collected or prepared specifically in connection with this work, except the Contracting Party's personnel and administrative files, shall become and be the property of the State and the State shall not be restricted in any way whatever in its use of such material. No other person shall have a property interest therein. In addition, at any time during the contract period, the State shall have the right to require the Contracting Party to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contracting Party specifically in connection with this contract within five (5) days of receipt of written notice issued by the State.

36. 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.

THE STATE AND THE CONTRACTOR REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:	<officehead>, TITLE CPRA
_____	_____
_____	_____

<contracting_party>

APPENDIX C
Coastal Protection and Restoration Authority
Monitoring Report

Date _____ Contractor: _____ Contract No. _____

Contract Title: " _____ "

Project No: _____

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

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

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

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

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

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

D. Actual Costs Incurred

E. Fee Schedule

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

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

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

1. Nature of problems encountered:

2. Remedial action taken or planned:

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

4. Likely impact upon achievement:

III. DELIVERABLES:

IV. OTHER DISCUSSIONS OF SPECIAL NOTE:

Contracting Party

Signature: _____ Date _____

Approval: _____ Date _____

CPRA Project Manager

APPENDIX D

Coastal Protection and Restoration Authority Instructions for Submitting Invoices

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

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

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

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

**ATTACHMENT C
DBE PROCUREMENTS MADE DURING QUARTER**

Procurement Made By		Business Enterprise		\$ Value of Procurement	Date of Award MM/DD/YY	Type of Product or Service ¹ (Enter Code)	Name/Address of DBE Contractor or Vendor
Recipient	Other	Minority	Women				

¹Type of product or service codes:

- 1 = Agriculture
- 2 = Mining
- 3 = Construction
- 4 = Manufacturing

- 5 = Transportation
- 6 = Wholesale Trade
- 7 = Retail Trade
- 8 = Finance, Insurance, Real Estate

- 9 = Services
- a = Business Services
- b = Professional Services
- c = Repair Services
- d = Personal Services

10 = Other