



## State of Louisiana

**COASTAL PROTECTION & RESTORATION AUTHORITY**  
THROUGH THE DEPARTMENT OF NATURAL RESOURCES  
OFFICE OF MANAGEMENT & FINANCE  
(IN ACCORDANCE WITH R.S. 49:214.6.2C(4))

### Request for Statement of Interest and Qualifications

#### **“Exhibit Fabrication and Installation Services for the Center for River Studies Coastal Exhibit Area”**

**RSIQ No. 2503-15-49**

**June 26, 2015**

The Coastal Protection and Restoration Authority (CPRA) through the Louisiana Department of Natural Resources (the Department) hereby invites you to submit a Statement of Interest and Qualifications (SIQ) for exhibit fabrication and installation as described in the scope of services (Enclosure 1).

The proposed contract will be negotiated with the firm selected by the CPRA and will begin approximately October 2015. The CPRA’s Personal Services Contract will be used for this contract (Enclosure 2).

The general criteria to be used by the CPRA in evaluating responses for the selection of a potential contractor to perform these services are:

1. Specialized Experience (Firm and Key Personnel) 40 points  
Measures both the firm’s and key personnel’s demonstrated experience and performance on work similar to that likely to be required from this advertisement.
  
2. Professional Qualifications 30 points  
Measures the qualifications of key personnel expected to participate on work required from this advertisement, including academic attainment, professional achievements and relevant experience.

3. Capability of Firm

30 points

Measures the ability of the firm to provide the technical/professional disciplines necessary to perform these services within the designated time frame.

**TOTAL**

**100 points**

Should you wish to respond to this request for an SIQ please submit four (4) copies of a written statement expressing your willingness to comply with the terms specified herein. Elaborate proposals are neither required nor desired. The CPRA prefers a simple presentation and discourages extensive use of artistic designs, use of hard binders, etc. Included in your SIQ should be:

1. **Executive Summary** - this section should serve to introduce the scope of the response. It should include administrative information including, at a minimum, responder's contact name and phone number, email address and any other pertinent contact information. This section should also include a summary of the responder's qualifications and ability and willingness to comply with the State's requirements.
2. **Corporate Background and Experience** - the responder should give a brief description of the company including a brief history, corporate structure and organization, and number of years in business. Responders should also describe their experience with projects of this type with other states or corporate/governmental entities of comparable size and diversity. Responders should have a working knowledge of Louisiana contracting rules and regulations (for rules and regulations go to: [http://www.doa.louisiana.gov/osp/legal\\_index.htm](http://www.doa.louisiana.gov/osp/legal_index.htm), click on the 'Purchasing Rules and Regulations' link.)
3. **Approach and Methodology** - the responder should provide an approach and methodology recommended to accomplish the scope of services described. Best practices garnered from previous experience with this scope of services should be described. Additional expertise not specified in Section 1.2 that may be required to perform the work indicated in Attachment 1 should be identified in list format for the agency to consider. Provide alternative solutions for accomplishing the project objectives, if applicable, and any other additional pertinent information.
4. **In-House Capabilities** - the responder should identify in-house fabrication capabilities and those services that would require outsourcing. Provide a list of potential subcontractors and a brief statement of the subcontractors' qualifications.
5. **Proposed Project Team** - the responder should identify and provide bios and estimated hourly rates of personnel to be directly involved in the project, including: principals, project manager, professional staff, and others expected to perform work, including those in affiliation.

This written statement must be provided to the Department no later than 3:00 p.m., July 27, 2015. Statements must be addressed to:

Mr. David Guidry  
Administrative Program Director  
Louisiana Department of Natural Resources  
P. O. Box 94396  
Baton Rouge, Louisiana 70804-9396

and, if not mailed, may be hand delivered to Mr. David Guidry at the LaSalle Building, 617 North 3<sup>rd</sup> Street, 12<sup>th</sup> Floor Room 1262, Baton Rouge, Louisiana. The selected firm will be posted at [www.dnr.louisiana.gov/contracts](http://www.dnr.louisiana.gov/contracts) and <http://coastal.la.gov/resources/doing-business-with-cpra/contracts-and-grants/>.

All potential contractors should be advised that contractors may, in certain circumstances be deemed public employees as defined by the Ethics Commission. **Full disclosure to the CPRA is required of any potential conflicts.** Any potential conflicts shall be resolved with the Ethics Commission prior to seeking a contract. The commission on Ethics for Public Employees is located at 617 North Third Street, LaSalle Building, 10<sup>th</sup> Floor, Baton Rouge, LA 70802; telephone number 225-219-5600; toll free at 1-800-842-6630.

According to the provisions of LA. R.S. 12:301-302, any corporation which is not incorporated in the State of Louisiana must obtain a certificate of authority to transact business in Louisiana from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana 70809, Phone no. (225)925-4704.

For-profit and non-publicly traded corporations must provide a Disclosure of Ownership form when contracting with the CPRA. The Disclosure of Ownership should not be submitted with SIQ. However, prior to contracting with the CPRA, the forms must be completed, notarized, and submitted to the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana 70809 and a copy stamped by the Corporations Division must be provided to the CPRA.

**ANY QUESTIONS REGARDING THIS REQUEST FOR STATEMENT OF INTEREST AND QUALIFICATION SHOULD BE SUBMITTED IN WRITING TO THE DNR ADMINISTRATIVE PROGRAM DIRECTOR.**

Questions must be submitted in writing to [DNRprocurement@la.gov](mailto:DNRprocurement@la.gov) and received by 3:00 p.m., July 10, 2015.

Official responses to all questions submitted by potential proposers will be posted at [www.dnr.louisiana.gov/contracts](http://www.dnr.louisiana.gov/contracts) and <http://coastal.la.gov/resources/doing-business-with-cpra/contracts-and-grants/> no later than July 17, 2015.

The State reserves the right to revise any part of this RSIQ by issuing an addendum to the RSIQ at any time. Issuance of this RSIQ, or subsequent addendum (if any), does not constitute a commitment by the State to award a contract of any type or form. In addition, the State may cancel or revise this informal process at any time, without penalty.

The materials submitted in response to this request shall become property of the State.

The CPRA shall not be liable for any costs incurred by responders associated with developing the response or any other costs incurred by the responder associated with this RSIQ.

#### Enclosures

- (1) Scope of Services
- (2) Example Personal Services Contract
- (3) Design Document Set

# ENCLOSURE 1

## SCOPE OF SERVICES

### 1 Introduction and Background

The Coastal Protection and Restoration Authority (CPRA) is establishing the Center for River Studies (CRS) on The Water Campus in Baton Rouge, Louisiana. This new facility will house the Expanded Small Scale Physical Model, a 90 feet by 120 feet, moving bed model of the lower Mississippi River and an approximate 7,000 square feet interactive exhibit area focused on the achievements and advancements of the coastal program. This exhibit area will serve as an educational forum by showcasing coastal restoration and protection projects and highlighting the robust science, tools, and community of knowledge and expertise supporting this critical work. The new facility will serve as both a formal and informal venue to educate, inspire, and retain the next generation of coastal expertise.

The exhibit area is designed to include several components, including: exhibit walls featuring large format graphics and digital displays; a collection of interactive kiosks incorporating touch screens, iPads, and other electronic media; three dimensional artifacts; and, spaces designed for collaboration, information sharing, and research.

This RSIQ is issued for the purpose of gathering information from qualified companies, individuals, etc. who show a demonstrated capacity to provide professional exhibit fabrication and other specialty services to build and install all components of the exhibit as required by the design. The CPRA seeks to enter into an agreement with a Contractor to be selected from the responders to this RSIQ. Billable rates will be established for the labor required by the Scope of Services and all procurement costs will be billed to CPRA by the Contractor as direct expenses with no additional markup. A negotiated not to exceed cost for the labor and expenses of the contract will be established.

### 2 Scope of Work

The scope of work will include: procurement of materials, fabrication, and installation of exhibit components, custom furniture, and graphic production. Exhibit components may include but are not limited to: millwork, metalwork, and general fabrication of exhibit walls and kiosks (including interactive components), seating, and raised floor or other structures; general construction of sheetrock exhibit partitions; exhibit lighting and electrical service; graphics production. The Contractor shall furnish all labor, materials, and equipment required to perform the work indicated in Enclosure 3.

All potential contractors should have knowledge and expertise in several diverse areas. Specific expertise sought includes:

a. **Shop Drawings:** prepare and submit for review final shop drawings detailing fabrication and installation. Shop drawings are required for each component (see Enclosure 3) and shall include drawings, diagrams, schedules, templates, patterns, instructions, measurements, and similar information required to fabricate and install exhibit components.

b. **Exhibit structures:** fabricate all exhibit elements, including but not limited to: cabinetry, panels, platforms, vitrines, or other elements which constitute the basic structural elements of the exhibit space.

All components must be easily serviced and repaired (particularly access to lighting and audio/video equipment) by established contractors. Component parts shall be easily replaceable rather than having to replace the entire exhibit.

c. **Electrical and mechanical:** purchase, fabricate, assemble, and install into exhibit structures and connect to building services. Thoroughly test all electrical and mechanical devices for proper functionality.

d. **Graphics:** review and prepare all material, final placement of text and graphics, adjustments to graphic layouts, and conversion of digital files for specified imaging system output.

e. **Architectural modifications:** construct and finish sheetrock as it pertains to exhibits; adjust and modify sprinkler system as required; provide exiting way finding as required by code.

f. **Control samples:** samples include both fabricated and un-fabricated physical examples of materials, products, and units of work. Samples may be both complete units and smaller portions of units of work, either for limited visual inspection, or where indicated, for more detailed testing and analysis.

g. **Mockups and prototypes:** required for all typical components. Each interactive component shall be tested thoroughly before installation

h. **Setup and installation:** setup and install on-site all exhibit components, elements, and materials.

i. **Training:** provide training on operation, maintenance, and upkeep of the installed components shall be included in the project scope. Training shall be provided to designated CPRA staff.

j. **Project closeout:** preparation of all closeout components including, but not limited to, assembly manuals, maintenance manuals and closeout package (including electronic and hard copies of drawings). Product data are to be provided to the CPRA in the form of an Operations and Maintenance Manual at the completion of the project. Product data includes: standard printed information on materials, products and systems not specifically prepared for the project. Product data may also include information indicting the range of standard products for selection to be used in the finish work.

k. **Warranties:** warranties for installed exhibits and components shall be provided. Warranty details will be specified in the agreement..

l. **Project management and coordination:** one person must be established to serve as the exhibit area fabrication project manager and liaison to the CPRA and CSS project team leads. This person will be responsible for informing team leads of needs of the project; maintaining a cohesive schedule; and coordinating, overseeing, and managing the fabrication and production of the exhibit area and components. A work plan and schedule must be established to ensure timely completion of the project.

The information obtained from this RSIQ will be utilized to determine the contractor best qualified to perform the described work. Estimated labor and other costs provided will be for information only. Subsequently, CPRA may enter into negotiations with the best qualified contractor for the work.

ENCLOSURE 2

OCR # \_\_\_\_\_  
CFMS # \_\_\_\_\_  
Contract # \_\_\_\_\_

State of Louisiana

**CONTRACT FOR PERSONAL SERVICES**

**BE IT KNOWN**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the **Coastal Protection and Restoration Authority**, State of Louisiana (hereinafter sometimes referred to as "CPRA"), P.O. Box 44027, Baton Rouge, Louisiana 70804 and **Contractor**, authorized to do and doing business in the State of Louisiana, with its principal place of business at **Address**, (hereinafter sometimes referred to as "Contractor") do hereby enter into a contract under the following terms and conditions:

**1. PROJECT IDENTITY AND DESCRIPTION**

Materials Procurement, Exhibit Fabrication and Installation Services for the Center for River Studies Coastal Exhibit Area

**2. TERM OF CONTRACT**

This contract is in effect for a period of three years commencing on **Start Date** and shall terminate on **End Date**.

**3. SCOPE OF SERVICES**

The Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Appendix A (RSIQ Enclosure 1), attached hereto and made a part hereof.

**4. COMPENSATION**

In consideration of the services described above, State hereby agrees to pay the Contractor a maximum fee of \$\_\_\_\_\_.

**5. NOTICE TO PROCEED**

The Contractor shall proceed with the work upon receipt of an executed contract signed by duly authorized representatives of both parties, and until it has been approved by the Director of the Office of Contractual Review.

**6. CONTRACT MONITOR**

\_\_\_\_\_, or his/her designee, of the Coastal Protection and Restoration Authority will act as the contract monitor (hereinafter sometimes referred to as "Contract Monitor") for this contract, to provide liaison between Contractor and State, and to

perform various duties which are specifically provided for in this Contract and Appendix A (RSIQ Enclosure 1).

## **7. PAYMENT TERMS**

Payment will be made only on approval of \_\_\_\_\_, or his/her designee.

Payment to Contractor for services rendered shall be made according to the following: Invoices shall be submitted monthly according to the rate sheet contained in Appendix A. Rate sheets will include a negotiated Office Rate and a Field Rate for each of the labor categories. The Office Rate shall be inclusive of all costs associated with labor, overhead, administrative costs, software, account management, and any other costs associated with the provision of services (including but not limited to standard equipment, computers, field sampling supplies, office supplies, copies, and routine safety equipment and materials). The Field Rate shall consist of the items described in the Office Rate plus be inclusive of lodging, travel and per diem. If a task requires specialized equipment or materials, the Contract Monitor or his/her designee may approve reimbursement at cost for such equipment or materials. Such approval must be granted by the Contract Monitor or his/her designee in writing prior to the Contractor incurring these costs.

A progress report shall be submitted by the Contractor with each invoice for payment on Form CPRA-MR (Appendix B).

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.

## **8. FISCAL FUNDING**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the 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.

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

Contractor shall be fully liable for the actions of its agents, employees, partners, subcontractors, and other persons under its control, and shall fully indemnify and hold the State harmless from suits, actions, damages, and costs of every name and description relating to personal injury and/or damage to real or personal tangible property, caused by Contractor, its agents, employees, partners, subcontractors, or other persons under its



control, without limitation, except that Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act by the State, and its agents, employees, partners, subcontractors, or other persons under its control.

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 herein.

## 10. 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/provisions, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of no less than \$1,000,000.

**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 and Watercraft:** 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 licensed and non-licensed motor vehicles 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 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.

## 11. 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 Contractor.

## 12. 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 \_\_\_\_\_.

**13. COST RECORDS**

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

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

**14. 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.

**15. 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.

**16. 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.

**17. SUCCESSORS AND ASSIGNS**

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

**18. 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 contract.

**19. 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 CPRA if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

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

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

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

**21. 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.

## **22. DISCRIMINATION CLAUSE**

Contractor 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 1975, and 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.fsr.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.

## **23. 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.

The following good faith efforts for utilizing DBEs are required:

- 1 Solicitations for products or services shall be sent to firms/individuals listed as DBEs.
- 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 DBEs.
- 5 Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- 6 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 C, 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.

#### **24. 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.louisianaforward.com>.

#### **25. SUBCONTRACTORS**

The Contractor agrees to obtain written approval from CPRA prior to subcontracting any part of the services specified in Appendix A (RSIQ Enclosure 1). The Contractor shall include, in any subcontract, the provisions contained in this Contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontracts, to the CPRA Project Manager. The Contractor further agrees to guarantee and be liable to CPRA for all services performed under any such subcontract.

**26. 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 shall provide immediate notice to the CPRA in the event of it 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 any of its 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.

**27. TERMINATION FOR CAUSE**

CPRA may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this contract; provided that CPRA shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, 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 CPRA may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of CPRA to comply with the terms and conditions of this contract; provided that Contractor shall give CPRA written notice specifying CPRA's failure and a reasonable opportunity for CPRA to cure the defect.

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

**28. 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 deliveries in progress, to the extent work has been performed satisfactorily.

**29. 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.

**30. 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.

**31. AGREEMENT APPROVAL**

This Contract shall not be effective until it has been approved and signed by all parties, and until it has been approved by the Director of the Office of State Procurement.

**32. AMENDMENTS**

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



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

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

WITNESSES SIGNATURES:

Coastal Protection and Restoration Authority

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Signature

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

WITNESSES SIGNATURES:

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Signature

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

**APPENDIX B**

**MONITORING REPORT**

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

Contracting Party: \_\_\_\_\_ Lagov No. \_\_\_\_\_

Project Title: “ \_\_\_\_\_ ”

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 (give dates)].
- B. Hourly (include 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 \_\_\_\_\_ (Printed Name) \_\_\_\_\_ Date \_\_\_\_\_

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

Approval \_\_\_\_\_ (Printed Name) \_\_\_\_\_ Date \_\_\_\_\_  
CPRA Contract Monitor or Designee

**ENCLOSURE 3**  
**CENTER FOR RIVER STUDIES EXHIBITION DESIGN DOCUMENT SET**

The CPRA has contracted with the LSU Coastal Sustainability Studio to design and oversee the fabrication and installation of the coastal exhibit area located in the Center for River Studies on The Water Campus in Baton Rouge. The CPRA seeks to enter into an agreement with a Contractor selected from the responders to this RSIQ for the fabrication and installation of this exhibit area.

Below is a link to download the Center for River Studies Exhibition Design document set. The document set is intended to provide details related to the programming of the exhibit area, exhibit design elements (including materials and electronic components), and specifications. Exhibit element graphics and content included in the document set are conceptual. Graphics and content will continue to evolve as the design of each individual element progresses.

<ftp://ftp.coastal.la.gov/ESSPM%20Exhibit/DD%20Submittal/>