



**STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION
AUTHORITY**

**REQUEST FOR PROPOSALS
FOR**

**COASTWIDE REFERENCE MONITORING
SYSTEM**

RFP #: 2511-15-01

PROPOSAL DUE DATE/TIME: APRIL 17, 2015 3:00 PM

Table of Contents

1.0 GENERAL INFORMATION	4-5
1.1 Purpose and Background.....	4
1.2 Scope of Services	4
1.3 Blackout Period.....	4-5
2.0 ADMINISTRATIVE INFORMATION.....	5-6
2.1 Term of Contract	5
2.2 Pre-Proposal Conference	5
2.3 Proposer Inquiries	5-6
2.4 Definitions.....	6
2.5 Schedule of Events.....	6
3.0 PROPOSAL INFORMATION	7-9
3.1 Desirable Qualifications of Proposer	7
3.2 Determination of Responsibility	7
3.3 Right to Prohibit Award	7
3.4 RFP Addenda	7-8
3.5 Waiver of Administrative Informalities.....	8
3.6 Proposal Rejection/RFP Cancellation	8
3.7 Withdrawal of Proposal	8
3.8 Ownership of Proposal.....	8
3.9 Proprietary Information	8
3.10 Subcontracting Information	8
3.11 Cost of Preparing Proposals.....	8-9
3.12 Errors and Omissions in Proposal.....	9
3.13 Contract Award and Execution.....	9
3.14 Code of Ethics.....	9
4.0 RESPONSE INSTRUCTIONS	9-11
4.1 Proposal Submission.....	9-10
4.2 Proposal Format	10
4.3 Cover Letter.....	11
4.4 Technical and Cost Proposal	11
4.5 Certification Statement.....	11
5.0 PROPOSAL CONTENT	11-16
6.0 EVALUATION AND SELECTION	17-19
6.1 Proposal Review Committee.....	16
6.2 Administrative and Mandatory Screening	16
6.3 Clarification of Proposals	17
6.4 Oral Presentations/Discussions May Be Required	17
6.5 Review and Evaluation.....	17-19
6.6 Announcement of Contractor	19
7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS.....	19-20
7.1 Corporation Requirements.....	19

7.2 Billing and Payment.....19-20

7.3 Confidentiality.....20

ATTACHMENTS21-64

I. Attachment I: Scope of Services..... 21-35

II. Attachment II: Certification Statement for Proposer..... 36

III. Attachment III: Sample Contract.....37-64

1.0 GENERAL INFORMATION

1.1 Purpose and Background

The Coastal Protection and Restoration Authority of Louisiana (CPRA) requires professional environmental science consulting services to supplement its staff's capabilities relative to the coastal protection and restoration program. Consequently, the CPRA is seeking a contractor to perform a variety of environmental science services that will enhance the capability, efficiency, and responsiveness of the CPRA to the State's coastal protection and restoration needs. Examples of these required services include planning and facilitating implementation of coastal wetland ecosystem protection and restoration projects, water resource planning, basin-wide hydrologic and ecosystem modeling, and collection, management, and analysis of ecological data. These services will be utilized to produce high-quality deliverables associated with the execution and expansion of the coastal protection and restoration program and its goals. The contracting process to be established by the CPRA will be on a task order basis. The CPRA Contract Manager will coordinate all efforts throughout the contract period, including task scopes and negotiations, and will assign tasks to the Contractor as needed.

1.2 Scope of Services

Attachment I provides details regarding the types of deliverables/desired results that the CPRA requires of the Contractor.

1.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period 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 sealed procurements will identify a designated contact person. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective 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.

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

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

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 or requirements of the RFP.

2.0 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

It is the intention of this RFP to award up to one (1) contract based on highest score. The period of any contract resulting from this RFP is tentatively scheduled to begin on or about August 1, 2015 and continue through July 31, 2018. In no event shall the term of the contract exceed 36 months.

2.2 Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held on March 30, 2015 at 10:00 AM at the Griffon Room in the LaSalle Building located at 617 North 3rd Street, Baton Rouge, LA 70804. The purpose of the conference is for proposers to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm or joint venture intending to submit a proposal should have at least one duly authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Therefore, potential proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, questions will be researched and the official response will be distributed in writing and/or posted on the Internet at

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>, www.dnr.louisiana.gov/contracts, and <http://coastal.la.gov/resources/doing-business-with-cpra/contracts-and-grants/>.

2.3 Proposer Inquiries

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

David Guidry, Administrative Program Director
P.O. Box 94396
Baton Rouge, LA 70804
Phone: 225-219-1360
Fax: 225-342-8700
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 P.M. CST on the date specified in the Schedule of Events. The State reserves 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 applicants will be posted at <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>, www.dnr.louisiana.gov/contracts, and <http://coastal.la.gov/resources/doing-business-with-cpra/contracts-and-grants/>.

Only David Guidry, Administrative Program Director, has the authority to officially respond to proposer’s questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 Definitions

TERM	DEFINITION
Contractor	A firm or individual who is awarded a contract
Proposal	A response to an RFP
Proposer	A firm or individual who responds to an RFP
RFP	A request for proposals
Shall, Must, or Will	Denotes mandatory language; a requirement that must be met without alteration
Should, Can, or May	Denotes desirable, non-mandatory language

2.5 Schedule of Events

Event	Date
Advertise RFP	3/18/15
Non-mandatory Pre-Proposal Conference	3/30/15 10:00 am
Deadline for receipt of written inquiries	4/6/15 3:00 p.m.
Deadline for receipt of proposals	4/17/15 3:00 p.m.
Award Announcement (tentative)	5/8/15

NOTE: The State of Louisiana reserves the right to change this schedule of RFP events, as it deems necessary.

3.0 PROPOSAL INFORMATION

3.1 Desirable Qualifications of Proposer

It is highly desirable that Proposers have the following experience and knowledge:

Expertise in environmental and planning disciplines, particularly with respect to water resources planning; coastal protection, restoration, and water resources projects; ecosystem restoration; biology; aquatic ecology; wetland ecology; hydrology; geology; geomorphology; biogeochemistry; statistics; archeology; environmental surveying; environmental damage assessment; environmental data collection; data analysis and management; environmental modeling; spatial data/remote sensing/geographic information systems; and technical writing and editing.

3.2 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 CPRA to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.3 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid 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 bid 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.

3.4 RFP Addenda

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

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

3.5 Waiver of Administrative Informalities

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

3.6 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest. The State reserves the right to make a partial award and delete example services from the scope of work.

3.7 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.

3.8 Ownership of Proposal

All materials submitted in response to this request shall become the property of the State. Selection or rejection of a proposal does not affect this right.

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 Subcontracting Information

The State shall have a prime contractor as the result of each contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and its proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, shall acknowledge in its proposals total responsibility for the entire contract.

If a proposer intends to subcontract for portions of the work, the proposer shall identify any subcontractor relationships. Information required of the proposer under the terms of this RFP is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work performed under its contract.

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.

3.11 Cost of Preparing Proposals

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 are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

3.12 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, has the right to request clarification or additional information from the proposers.

3.13 Contract Award and Execution

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

The State reserves 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 each contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is the same as the sample contract included in Attachment III. This type of contract is an Indefinite Delivery Indefinite Quantity (IDIQ) contract under which work is assigned on an as-needed basis through task orders that are negotiated with the contractor. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to propose to the standard contract format. Negotiations may begin with the announcement of the selected Proposer.

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

3.14 Code of Ethics

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

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator at or before 3:00 P.M. Central Daylight Time on the date specified in the Schedule of Events. FAX or e-mail submissions are not 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:

David Guidry, Administrative Program Director
P.O. Box 94396
Baton Rouge, LA 70804
Phone: 225-219-1360

Fax: 225-342-8700

Email: dnrprocurement@la.gov

For courier delivery, the street address is 617 N. 3rd Street, 12th Floor, 1262, Baton Rouge, Louisiana 70802 and the telephone number is 225-219-1360. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposers should be aware of security requirements at the LaSalle Building and allow time to be photographed and presented with a temporary identification badge. Proposers must be escorted through the building. Proposals received after the deadline will not be considered.

The State requests that an Original Proposal and four (4) copies of the proposal be submitted to the RFP Coordinator at the address specified. The Original Proposal shall contain original signatures; the Original Proposal should be clearly marked or differentiated as “ORIGINAL PROPOSAL” to distinguish from the copies of the proposal.

The Original Proposal will be retained by the State for incorporation by reference in any award resulting from this RFP. The Original Proposal must be signed by those company officials or agents duly authorized to sign proposals on behalf of the organization. The person signing the proposal must be:

- A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state, if the proposer is a corporation; or
- An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- Identified in other documents indicating authority which are acceptable to the State.

Proposals should be labeled:

Proposal Name: Coastwide Reference Monitoring System

Proposal Due Date: (date from Schedule of Events in RFP section 2.5)

4.2 Proposal Format

Proposers must respond to this RFP with a Technical Proposal, which includes an easily removable Cost Proposal as requested in the Scope of Services (Attachment I). Proposers shall also include a separate volume containing Financial Information as described in Section 5.0 (B) Volume II.

In addition, Proposer shall provide the following copies of their Proposal:

Proposal Type	Hard Copy (Paper) Document	Electronic Copy – CD or Flash Drive
Volume I: Technical Proposal & Cost Proposal	4 copies & 1 signed original	1
Volume II: Financial Capability	1	None

4.3 Cover Letter

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

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include sufficient information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the Scope of Services as described in Attachment I. Proposers should respond to all requested areas.

Proposers are encouraged to submit proposals in a concise, orderly fashion that includes complete and appropriate comment, documentation, and submittals to address the RFP requirements. Each Proposer is solely responsible for the clarity and completeness of their proposal.

4.5 Certification Statement

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

5.0 PROPOSAL CONTENT

PROPOSALS NOT CONTAINING THE MANDATORY INFORMATION REQUIRED IN THIS SECTION WILL BE CONSIDERED UNACCEPTABLE AND WILL NOT BE EVALUATED BY THE STATE. PROPOSALS RECEIVED IN RESPONSE TO THIS RFP BECOME THE PROPERTY OF THE STATE AND WILL NOT BE RETURNED.

A. VOLUME I. TECHNICAL & COST PROPOSAL (ONE ORIGINAL and FOUR COPIES)

- 1.** The Proposer shall complete and sign the attached **Certification Statement** (ATTACHMENT II).
- 2. Table of Contents:** Proposals should include a paginated table of contents to facilitate locating the information included.
- 3. Abstract:** Proposals should include a concise abstract of about 250 words stating the proposer's overview of the project and the proposed method of implementation.
- 4. Technical Discussion:** This section should be presented in as much detail as practical and include the following:

a. Approach and Methodology/Scope of Services

1. The proposer should prepare a proposal which outlines the approach that would be utilized to perform the types of work outlined in the provided Scope of Services (Attachment I).

This section should present a statement of the methodology to be utilized to carry out the tasks and a description of the expected deliverables, with estimated timeframes for completion.

2. Project Organization and Management: This Section should include the project team proposed for this work (identification of persons assigned), and the function and responsibilities of subcontractors.

b. Additional or Deleted Tasks

The proposer may provide an explanation of suggested additional tasks to be performed which are deemed necessary by the proposer for successful project completion and an explanation of deviation from and/or deletion of any tasks listed in Attachment I, Scope of Services. If the Proposer is unable to fulfill any of the desired tasks enumerated in Attachment I, those elements should be explicitly noted along with a statement of justification for each omission. Scoring will be assigned based upon a Proposer's ability to best meet project goals.

5. **Personnel Qualifications:** This section should contain a list of personnel to be used on this project and their qualifications. Resumes, including education, background, accomplishments and any other pertinent information, should be included for each of the key personnel (including subcontractors) to be assigned for direct work on the project.

6. **Relevant Company Experience:** This section should include the proposer's and subcontractor(s)' experience which is relevant to the proposed project (see Section 3.1) including company and privately-sponsored work, a representative list of current governmental contracts in this and related fields, and/or such contracts completed in the recent past, including dollar amount of contract, title, sponsoring agency, contract number, name and telephone number of contracting officer. Proposers should describe their ability to meet the desired qualifications in Section 3.1

7. **Subcontractors:** Persons who are not employees of the proposer shall be considered as subcontractors. A person or business which has a contract (as an "independent contractor") with a potential proposer to provide some portion of the work or services

on a project which the contractor has agreed to perform shall be considered a subcontractor. All subcontractors necessary to conduct the work must be identified, including an anticipated percentage of the project to be accomplished. For each subcontractor, the proposer should include a letter of agreement to undertake their portion of the proposed project.

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

9. **Cost Proposal:** The Proposer shall provide a total cost for the full three-year contract term to perform the services necessary to meet the requirements of the Coastal Protection and Restoration Monitoring Program as defined in Attachment I: Scope of Services. This estimate shall include and be supported by rates provided by the Proposer using the rate schedule below. This will form the basis of the cost comparison part of the evaluation of proposals and will be used to help set the contract amount; however, the contract will be administered on an individual Task Order basis. It is anticipated that other unforeseen services (generally defined in Attachment I: Scope of Services) will be required in addition to and in support of the required activities defined in Section IV. These additional services will also be administered through Task Orders that follow the rates provided by the Contractor using the rate schedule below.

RATE SCHEDULE:

<u>Hourly Rates (\$/hour)</u>	<u>Personnel Classification*</u>
\$ _____ /hr.	Program Manager
\$ _____ /hr.	Project Manager
\$ _____ /hr.	Project Controls Manager
\$ _____ /hr.	Principle Environmental Scientist
\$ _____ /hr.	Technical Consultant
\$ _____ /hr.	Senior Environmental Scientist
\$ _____ /hr.	Environmental Scientist 3
\$ _____ /hr.	Environmental Scientist 2
\$ _____ /hr.	Environmental Scientist 1
\$ _____ /hr.	Geographic Information Systems Analyst
\$ _____ /hr.	Scientific/Technical Editor
\$ _____ /hr.	Field Technician
\$ _____ /hr.	Administrative/Clerical



Daily Rates (\$/day)

\$ _____ /day
\$ _____ /day
\$ _____ /day
\$ _____ /day

\$ _____ /day
\$ _____ /day
\$ _____ /day
\$ _____ /day
\$ _____ /day
\$ _____ /day
\$ _____ /day

Equipment

Swamp Camera
Accretion Tank
Auto Level
Rod Driver

Airboat
Workboat
Flatboat/Mudboat/Go-Devil
ATV
Vehicle
Field Data Collection Equipment
Continuous Recorders

NOTE: PROPOSALS THAT DO NOT CONTAIN A RATE FOR EACH PERSONNEL AND EQUIPMENT CLASSIFICATION ABOVE SHALL BE DISQUALIFIED. PROPOSERS SHALL NOT ADD ANY ADDITIONAL PERSONNEL CLASSIFICATIONS.

***Personnel Classification Description:**

Program Manager – Duties include, but are not limited to, responsible for overall quality management of the entire effort performed under this contract; resolve potential concerns communicated by the CPRA.

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

Project Controls Manager - Duties include, but are not limited to, providing financial and scheduling control for CRMS

Principle Environmental Scientist– Duties include, but are not limited to, act as technical lead in scientific data collection, processing, quality assurance and training of field employees

Technical Consultant - Duties include, but are not limited to, provide technical training for field staff and expert plant identification, soils analysis and characterization of soils, and biostatistics.

Senior Environmental Scientist - Duties include, but are not limited to, supervise personnel and procure and maintain equipment, oversee health and safety compliance and update budgets and schedules at regional offices.

Environmental Scientist 3 - Duties include, but are not limited to, operate boats, collect scientific data in the field, perform QAQC and process field data in the office, act as landrights coordinator.

Environmental Scientist 2 - Duties include, but are not limited to, operate boats, collect scientific data in the field, perform QAQC and process field data in the office.

Environmental Scientist 1 - Duties include, but are not limited to, operate boats, collect scientific data in the field, perform QAQC and process field data in the office.

Senior Geographic Information Systems Analyst - Duties include, but are not limited to, supervise personnel and provide technical expertise in GIS product design, concepts and capabilities as they perform GIS analysis and output products for the CRMS program.

Geographic Information Systems Analyst - Duties include, but are not limited to, support the maintenance and development of the CRMS database. Produces maps and other cartographic products to support the CRMS program.

Scientific/Technical Editor- Duties include, but are not limited to, support the production of high quality report deliverables.

Bio-statistician – Duties include, but are not limited to designing and conducting statistically sound analyses of biological and ecological data from the CRMS program, and shall ensure that analyses, inferences, and conclusions by CRMS project staff are valid and based on logic, scientific reasoning, and current statistical theory.

Field Technician- Duties include, but are not limited to, operate and maintain boats, collect scientific data in the field, and process field data in the office.

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

B. VOLUME II. FINANCIAL INFORMATION – this should be a separate volume and only one (1) copy is required.

1. Financial Capability: Proposer **shall** provide the latest three years of financial statements, preferably audited, or other evidence of financial status sufficient to demonstrate its capability, and the capability of each of its subcontractors, to carry out the project, i.e. letters from banks and other financial companies. Proposers **shall** also provide the financial information required by this sub-section for each subcontractor identified in its proposal.
2. Overhead rate: The proposer's overhead rate, with a **complete, detailed** breakdown of the components and percentages, **must** be included with the proposal. The method for computation of the overhead rate for this specific project must be included. In addition, the normal overhead rate used for similar projects should be included. If the overhead rate is incorporated into hourly rates or other cost categories, the proposer must identify the categories used and the percentage attributable to overhead.

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

Each proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional

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

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaforward.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 <https://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

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

During the term of the contract and at expiration, the Contractor will also be required to report to 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://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S. 39:2001 et seq.) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/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>.

6.0 EVALUATION AND SELECTION

6.1 Proposal Review Committee

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.

6.2 Administrative and Mandatory Screening

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.

6.3 Clarification of Proposals

CPRA reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 Oral Presentations/Discussions May Be Required

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

6.5 Review and Evaluation

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

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

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

EVALUATION:

➤ Relevant Company Experience and Knowledge and Staff Qualifications (30 points)

❖ Relevant Company Experience and Knowledge

- Details of relevant experience by contractor or subcontractors.
- Evidence of the firm's capability to apply and commit staff and equipment successfully to the program and to complete activities in a timely manner.
- Past experience in performing projects similar in scope and function of the types of work proposed in the Scope of Services.
- The proposer's expressed knowledge of, familiarity and compliance with state and federal regulations.

❖ Staff Qualifications

- Educational background, academic degrees and professional associations of key personnel.
- Demonstrated experience of key technical staff.
- Demonstrated training and work experience of key administrative and project management staff.
- Staff experience with similar types of work (with current or former employers)
- Ability to expand staff capacity quickly for unaddressed needs.

➤ Approach and methodology (30 points)

- Proposed methodology to effectively accomplish the Scope of Services.
- Understanding of multi-disciplinary service needs, priorities, and focus areas of the existing CPRA functions and development/support needs as described in the Scope of Services.
- Ability to develop programmatic strategies, goals and objectives.
- Proposed conceptual timeline listing tasks, durations and milestones needed for the successful completion of the project.
- Ability to identify, organize and manage peer-review processes and expert review panels.
- Demonstrated understanding of success metrics, and how to identify and track programmatic metrics.
- Ability to develop collaborative partnerships with a wide-variety of types of organizations.
- Demonstrated ability to effectively accomplish the administrative responsibilities associated with the Scope of Services.
- Ability to operate in a flexible and nimble manner.

➤ Cost (30 points)

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

Lowest cost proposal will receive 30 points. All other proposals will be rated by multiplying the maximum possible points (30) by a fraction that consists of the lowest cost as numerator and cost proposal being evaluated as denominator.

$$\text{Cost} = 30 \times \frac{\text{Lowest Total Proposed Cost}}{\text{Proposer's Cost}}$$

➤ Veteran-Owned and Service-Connected 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 are 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)

6.6 Announcement of Contractor

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.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), the selection memorandum including a list of criteria used along with the weight assigned each criteria; overall scores of each proposal considered, 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 in accordance with law within 14 days after the award has been announced by the agency.

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

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation 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.

7.2 Billing and Payment

Billing and payment shall be in accordance with Attachment III, Sample Contract, Appendix D

(Instructions for Submitting Invoices). 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.

7.3 Confidentiality

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 State.

**Coastwide Reference Monitoring System
for the
Coastal Protection and Restoration Authority of Louisiana**

I. Introduction and Background

The Coastal Protection and Restoration Authority of Louisiana (CPRA) requires professional environmental science consulting services to supplement its staff’s capabilities relative to the coastal protection and restoration program. Consequently, the CPRA is seeking a professional contractor to perform a variety of environmental science services that will enhance the capability, efficiency, and responsiveness of the CPRA to the State’s coastal protection and restoration needs. Examples of these required services include planning and facilitating implementation of coastal wetland ecosystem protection and restoration projects, water resource planning, basin-wide hydrologic and ecosystem modeling, and collection, management, and analysis of ecological data. These services will be utilized to produce high-quality deliverables associated with the execution and expansion of the coastal protection and restoration program and its goals. The contracting process to be established by the CPRA will be on a task order basis. The CPRA Contract Manager will coordinate all efforts throughout the contract period, including task scopes and negotiations, and will assign tasks to the Contractor as needed.

II. Performance of Task Order

The Contractor shall perform all work required to accomplish the intent of the task orders assigned by CPRA. The Contractor shall provide all professional staff, support staff, and specialists necessary to plan, perform, supervise, and report the required work. The Contractor shall furnish all labor, transportation, fuel, equipment (unless otherwise stated that the State will provide), and supplies necessary to perform the services required by each task order.

III. Scope of Services

Services will be required in a variety of specialized categories including, but not limited to the following:

A. Environmental Studies and Reports

Tasks associated with this category may include preparing compliance documents, such as environmental impact assessments; creating supporting documentation to obtain environmental permits; performing cultural resource

investigations; conducting environmental site assessments; describing habitats and populations; performing ecological analyses; preparing environmental restoration plans; formulating project environmental monitoring plans and quality assurance project plans; providing programmatic recommendations; rendering expert opinion; performing literature reviews; writing feasibility studies; presenting reports and plans to interagency committees and other groups; performing project management; evaluating restoration projects; evaluating project alternatives; and performing project and wetland assessments.

B. Environmental Surveys and Data Collection

Tasks associated with this category include various types of environmental and biological surveys, damage assessments, and data collection including oyster resource, habitat, vegetation, geological resource, cultural resource, archaeological, hydrological, surface elevation, accretion, and soil properties. Specifically, the majority of the services needed under this task will relate to the coastal protection and restoration monitoring program. This program is currently made up of the Coastwide Reference Monitoring System (CRMS)-*Wetlands* as well as other various individual project-specific efforts. This program is defined in more detail below in Section IV.

C. Statistical Data Analysis and Management

Tasks associated with this category may include obtaining, assembling, and organizing data from a variety of sources; reviewing data, quality assurance/quality control (QA/QC); statistically analyzing data; designing and managing databases; developing conclusions and making recommendations based on analyses; and performing spatial analysis, operating geographic information systems (GIS), and remote sensing activities applicable to or associated with the coastal protection and restoration program.

IV. Coastal Protection and Restoration Monitoring Program

The CRMS-*Wetlands* will provide an array of reference sites for the many projects for which no appropriate paired reference areas exist. Data collected under the CRMS-*Wetlands* will 1) characterize typical conditions within various habitat types for both project and non-project areas and provide a basis of comparison to evaluate differences in response to coastal protection and restoration projects, 2) provide an avenue to evaluate the effectiveness of the coastal protection and restoration program, and determine whether whole coastal ecosystems are being protected and restored, not just the areas directly affected by individual projects, and 3) be a valuable source of information for the Louisiana Master Plan and other programs.

The Contractor will be responsible for reviewing the CRMS-*Wetlands* design document (Steyer et al. 2003), the Standard Operating Procedures (SOP) manual for the CRMS-*Wetlands* program (Folse et al. 2014), the Office of Coastal Restoration and Management Quality Management Plan for Louisiana Fiscal Year 2009 (Bass et al. 2014), the CPRA engineering standards document (LDNR 2013), and other materials posted at http://cims.coastal.louisiana.gov/docs/RFP/2015_CPRA_CRMS_Field_Data_Collection/ to develop their proposal.

The Contractor is encouraged to make specific suggestions for improvements to the State's recommended data collection, management, and/or analytical approach or equipment recommendations which will be more cost-effective or save time and/or effort, without compromising data quality or the CRMS-*Wetlands* design. These recommendations should be accompanied by specific justifications and explanations. If the Contractor makes recommendations that require equipment which is different than what the State typically uses, the Contractor shall also provide specifications for review. Recommendations are made in Folse et al. 2014. However, the Contractor is encouraged to recommend alternate equipment to benefit the program.

A. Distribution of Sites

The Contractor will be responsible for the servicing and maintaining of approximately 381 CRMS-*Wetlands* sites, 34 restoration project-specific sites for hourly hydrology only, and 29 restoration project-specific sites for monthly (discrete) hydrology only. Note that for the 381 CRMS-*Wetlands* sites, the Contractor is responsible for monitoring all data parameters at only 345 sites. The Contractor will be responsible for hydrologic data collection only at the remaining 36 sites. The total number of sites may vary over time due to changes in the monitoring program, to access restrictions, or to continued vandalism to the site. The number of CRMS-*Wetlands* sites that will need to be serviced under this contract by hydrological coastal Louisiana basin are as follows: Pontchartrain (56), Breton Sound (20); Mississippi River (13); Barataria (64); Terrebonne (74); Atchafalaya (19); Teche/Vermilion (40); Mermentau (50); and Calcasieu Sabine (44). The spatial distribution of these stations is illustrated in figure 1.

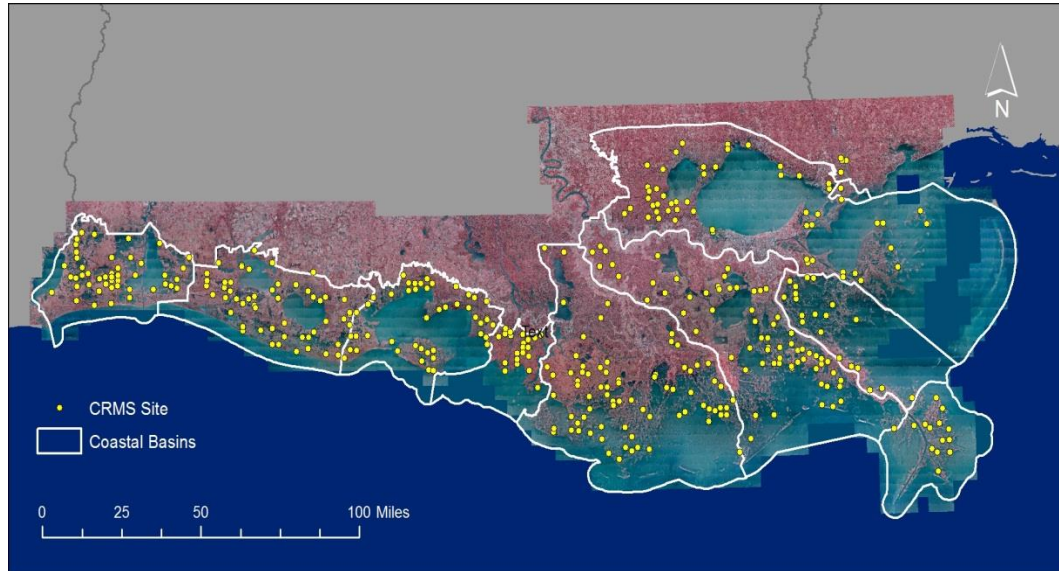


Figure 1. CRMS - *Wetlands* site locations. Project-specific monitoring required is listed below in table 1 and maps of station locations are available at http://cims.coastal.louisiana.gov/docs/RFP/2015_CPRA_CRMS_Field_Data_Collection/.

Table 1. – CRMS Monitoring

Hourly Continuous Recorders (381 sites) serviced 6-12 times per year
Annual Vegetation Sampling (345 sites)
Bi-Annual RSET and Accretion Sampling (345 sites)

Table 2. Required project-specific monitoring.

Hourly Continuous Recorders (34 total recorders)	
Project	Number of stations
CS-20	1-monthly datasonde
CS-27	1-monthly datasondes
BA-02	2-monthly datasondes
TE-26	4-monthly datasondes
TE-28	3-monthly datasondes
BA-01	8-monthly datasondes
BA-03c	1-monthly datasonde
BS-08	2-monthly datasondes
PO-142	2-monthly datasondes
ME-11	1-monthly datasonde
ME-16	1-monthly datasonde
TE-28	1-monthly marsh mat recorder

TE-72	4-monthly datasondes
TV-21	2-monthly datasondes
Monthly Discrete Sampling (29 total discretetes)	
TE-28	22-monthly discretetes
BA-01	3-monthly discretetse
CS-27	2-monthly discretetes
TV-21	2-monthly discretetes
Annual Vegetation sampling (189 in 2016 and 145 in 2017, 334 total)	
BA-35	40 emergent stations in 2016
BA-38	50 emergent stations in 2016
BA-39	3 CRMS like sites (30 stations) in 2017
BA-40	40 emergent stations in 2016 (to be established)
MR-03	25 emergent stations in 2017 (to be established)
MR-09	90 emergent stations in 2017
PO-06	29 emergent stations in 2016
PO-142	3 CRMS-like swamp sites (30 stations) in 2016
Annual Soil sampling (5 total, in 2016)	
BA-39	3 soil cores in 2016
PO-142	2 soil cores in 2016

B. CRMS-Wetlands Site Configuration

Site configuration will vary, depending on the site-specific conditions, but should follow that generally described in figure 2. A more detailed description of site configuration, infrastructure, and equipment can be found in Folse et al. 2014.

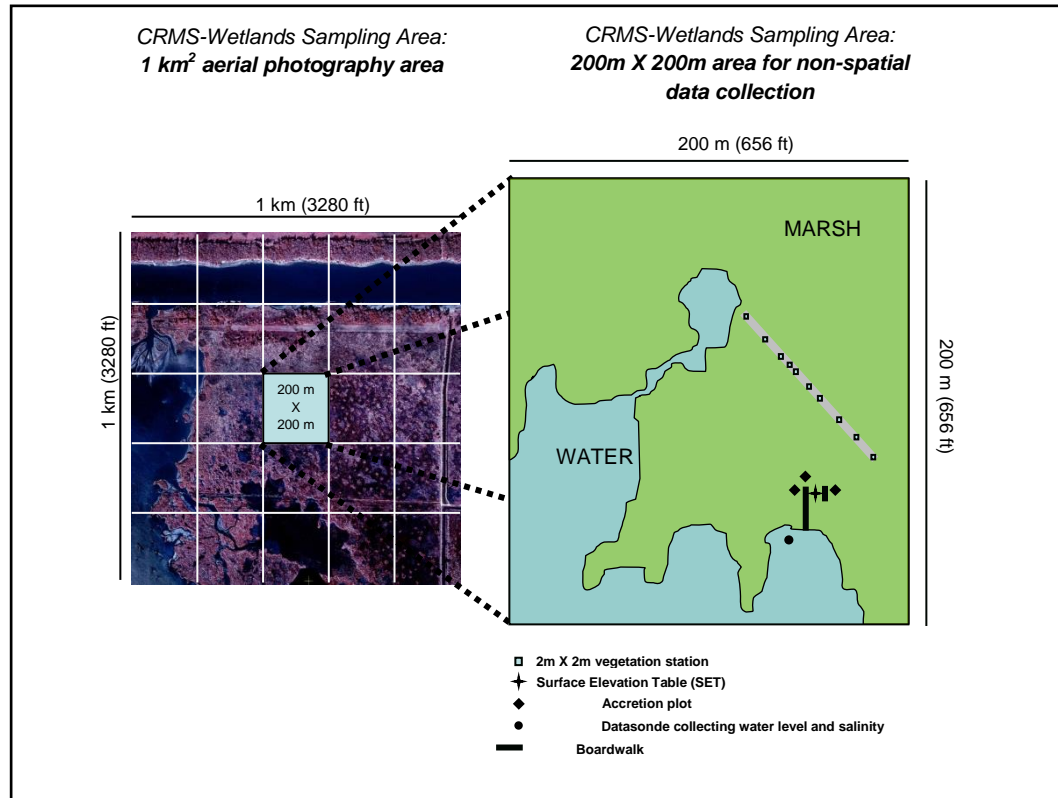


Figure 2. Example of CRMS-Wetlands site configuration. Configuration may vary depending on site characteristics.

To ensure data quality and compatibility, it is imperative that CRMS-Wetlands sites are consistent in the way they are established and managed. Each 1km² will be referred to as a CRMS “site.” Within each CRMS site, the location of each data collection activity will be referred to as the CRMS “station.” Therefore, each CRMS site will have multiple stations.

C. CRMS-Wetlands Variables

The variables measured at each site are those necessary to address the objectives of CRMS-Wetlands. These variables are crucial in determining the effectiveness of the coastal restoration program as well as those considered most important in affecting growth of vegetation. The frequency of sampling is that which is minimally required to evaluate long-term trends, while maintaining information on seasonal trends. Sampling methodologies for these variables are described in detail in Folse et al. 2014. The following variables will be monitored at each site:

1. Vegetation composition and cover

Vegetation composition and cover will be estimated from ten (10) permanent 2m x 2m plots that are randomly distributed along a transect in

the emergent marsh within the 200m x 200m sampling area at each site. It will be measured during the summer/fall (August-September). In the swamp areas, three (3) larger plots (20m x 20m) will be utilized for measuring forested vegetation parameters. Nested within each of the larger forest stations will be three 6m x 6m understory stations each containing one 2m x 2m herbaceous layer plot to be surveyed in the same manner as the marsh plots. Detailed procedures are described in Folse et al. 2014.

Emergent marsh vegetation will be sampled at each site only once per year. For swamp, fresh, and intermediate marsh stations, sampling should occur over the first part of the sampling period. For brackish and saline stations, sampling should occur over the latter part of the sampling period. Swamp monitoring of the 20m x 20m plots will only occur once every three years and sampling may begin during the second week of July.

2. Hydrology

Hydrologic parameters (salinity, specific conductance, water level, and water temperature) within the marsh will be measured every hour with an electronic recording gauge (continuous recorder). All continuous recorders are installed within one of the marsh ponds or adjacent open water areas that are hydrologically connected to the surrounding water body. Continuous recorder rates should be included in the attached rate sheet. The water level recorded must be relative to water level inundating the marsh surface; therefore, continuous recorders are not placed in water bodies with levees or spoil banks interfering with hydrologic circulation within the marsh where other variables are collected. At sites with no open water, or in swamps with extended dry periods, the continuous recorders are installed in wells to measure hydrologic parameters when water level exceeds the marsh surface elevation. At floating marsh sites (approximately 34), an additional continuous recorder (marsh-mat recorder) is used to monitor marsh mat hydrology and movement as described by Folse et al. 2014.

The continuous recorder is surveyed into the Louisiana Coastal Zone Primary or Secondary Monument Network in NAVD 88 Geoid 12A. The continuous recorder will be serviced between 6 and 12 times per year following the procedures described by Folse et al. 2014. A measurement of interstitial (pore) water salinity will be made at the adjacent marsh when the boardwalk is accessed during RSET data collection. Interstitial

water salinity will also be sampled along the vegetation transect during vegetation sampling as described in Folse et al. 2014.

The elevation of the continuous recorder and the staff gage will be calibrated to the to the RSET rod once in the contract term during the spring RSET data collection using an auto-level (Folse et al. 2014).

Discrete hydrology will be sampled once each month using a hand-held multimeter at the approximately 44 project-specific stations listed in Table 1. Discrete stations are simply pre-determined geographic locations with no existing infrastructure where these hydrology data are required per the approved monitoring plan.

It will be the responsibility of the Contractor to purchase and maintain hand-held multimeters (YSI-30 or equivalent) for discrete sampling. The Contractor must supply the equipment necessary to download data from the recording instrument in the field (e.g., YSI-650MDS, laptop, or similar).

3. Surface Elevation

At each CRMS-*Wetlands* non-floating site (approximately 311), Rod-Surface Elevation Table (RSET) measurements will be taken up to two times per year during the February-March and September-October time periods (Folse et al. 2014). The RSET will also function as an elevation reference point at each site, with the elevation expressed as NAVD 88.

At floating marsh sites, marsh mat movement will be monitored using a marsh-mat recorder as described by Folse et al. 2014.

4. Accretion

At each CRMS-*Wetlands* site, the rate of accretion of new sediment on top of the marsh surface will be documented by measuring the amount of material accumulated over a layer of feldspar installed at each site. Accretion measurements will be made using a cryogenic corer (Folse et al. 2014) and will be collected at the same frequency (and on the same day) as the RSET measurements.

5. Soil Properties

Soil cores are collected once at each CRMS-*Wetlands* site and have already been collected at all existing sites. In the event that any new sites are established, it will be necessary to collect soil cores. Three sediment cores will be collected with a 4” PVC core extracting device, as described by Folse et al. 2014, at locations adjacent to each CRMS-*Wetlands* site. Variables which will be analyzed include percent organic, bulk density, soil salinity and water content.

D. General Timeline

The following is a sample of data collection/servicing requirements:

Months	Activity
January	Service Hydrographic Recorder
February-March	Service Hydrographic Recorder Service RSET; Install and/or measure feldspar Auto Level RSET to Hydrographic Recorder (once during the contract life)
April-June	Service Hydrographic Recorder
July-September	Service Hydrographic Recorder Collect Emergent Vegetation Data
September-October	Service Hydrographic Recorder Service RSET; Install and/or measure feldspar
November-December	Service Hydrographic Recorder

E. Site Access

CRMS-*Wetlands* will involve on-the-ground data collection and will require that permission be granted from each landowner for each site visit. The CPRA Land Section has secured landrights agreements for all 381 CRMS sites to be serviced under this contract and contact information will be provided to the Contractor . A plan must be in place to ensure that landowners are notified prior to all access and that landowner restrictions are honored at all times. It is recommended that the Contractor maintain at least one full time position to handle landrights responsibilities. Landowner restrictions include type of boat usage, times when access is allowed, access routes, waterfowl/alligator season restrictions, etc. It should be noted that many landowners do not allow airboat usage at any time during waterfowl season. This means that several sites might not be accessible for up to 3 months out of the year because no other boat option is available. A list of sites that contains a brief summary of landowner restrictions and current boat

type necessary for access to each site is available at http://cims.coastal.louisiana.gov/docs/RFP/2015_CPRA_CRMS_Field_Data_Collection/. It is important to understand that boat type will change throughout the year for some sites due to landowner restrictions or because of environmental conditions (water levels, submerged aquatic vegetation, etc). It is also important to note that landowner restrictions can change at any time. It will be the responsibility of the Contractor to read, follow, and understand all landowner requirements as contained in the landrights and site access agreements. area spreadsheet detailing access restrictions is located and available for review at the followingFTPaddress http://cims.coastal.louisiana.gov/docs/RFP/2015_CPRA_CRMS_Field_Data_Collection/.

F. Field Data Collection Methodology

All methodologies for data collection are described in Folse et al. 2014 located at http://cims.coastal.louisiana.gov/docs/RFP/2015_CPRA_CRMS_Field_Data_Collection/. This document includes station servicing requirements, data management/processing, and quality control procedures that must be followed. The Contractor is encouraged to provide recommendations to modify current procedures if these modifications will result in improved data quality, increased efficiency, and/or reduced costs to the State.

G. Data Management and Analysis

All data collected by the Contractor must meet minimum data quality standards as outlined in the Office of Coastal Restoration and Management Quality Management Plan for Louisiana Fiscal Year 2009 (Bass et al. 2014). The Contractor must follow and be able to document their adherence to the quality assurance/quality control (QA/QC) procedures as outlined in Folse et al. 2014.

The CPRA houses and manages its data in a relational database system called the Coastal Information Management System (CIMS). The final destination of all data collected through this contract will be in the CIMS database. Data can be transferred to CIMS from any computer connected to the internet via a remote load interface. It will be the responsibility of the Contractor to ensure that data collected through this contract meet the minimum quality standards described in Folse et al. 2014 prior to final submission to the CPRA and that the data are provided in a format that will be readily received by CIMS. These data formats are provided in Folse et al. 2014.

All data must be provided to the CPRA on a monthly basis, in raw form as it is collected (within 72 hours), and in a final form after quality control procedures are performed on the data (within 30 days). Required data completeness, the ratio of the amount of valid data obtained to the amount expected, is 85%, as defined in the CPRA QMP (CPRA 2010). Monetary penalties for missing data above this threshold will be assessed. Consideration will be given for landrights restrictions and factors outside the control of the Contractor. The Contractor should understand that data analysis and management which includes QA/QC, data loading/transfer to CIMS, and general documentation of field conditions can account for up to 40-50% of the CRMS-*Wetlands* implementation workload.

As with field data collection methodologies, the Contractor is encouraged to provide recommendations to modify current data management and analysis procedures if these modifications will result in improved data quality, increased efficiency, and/or reduced costs to the State.

H. Reporting

Reports will be required of the Contractor on a routine basis. A weekly e-mail report submitted to the CPRA describing maintenance issues encountered on service runs will be required. A monthly status report must also be submitted with the monthly invoice indicating the stations serviced, raw data transferred to the CPRA, and QA/QC'd data transferred to the CPRA. These monthly reports should also identify problems encountered and how they were addressed, and should accompany monthly invoices. Information contained in these reports will be verified by the CPRA Contract Manager prior to approval for payment.

I. References

All references below and project-specific station location maps are located at http://cims.coastal.louisiana.gov/docs/RFP/2015_CPRA_CRMS_Field_Data_Collection/.

Bass, A.S., M.J. Beck, C.F. Robertson, M.R. Turner, W.K. Rhinehart. 2014. Office of Coastal Restoration and Management Quality Management Plan for Louisiana Fiscal Year 2014. Louisiana Department of Natural Resources, Baton Rouge, LA. 157 pp.

Folse, T. M., J. L. West, M. K. Hymel, J. P. Troutman, L. Sharp, D. Weifenbach, T. McGinnis, L. B. Rodrigue, W. M. Boshart, D. C. Richardi, C. M. Miller, and W. B. Wood. 2014. A Standard Operating Procedures Manual for the Coast-wide Reference Monitoring System-*Wetlands*: Methods for

Site Establishment, Data Collection, and Quality Assurance/Quality Control. Louisiana Coastal Protection and Restoration Authority, Office of Coastal Protection and Restoration. Baton Rouge, La. 207 pp.

Louisiana Department of Natural Resources, Coastal Engineering Division. 2013. A Contractor's Guide to Minimum Standards. For contractors performing GPS surveys & establishing GPS derived orthometric heights within the Louisiana coastal zone. 43pp.

Steyer, G.D., C. E. Sasser, J. M. Visser, E. M. Swensen, J. A. Nyman, and R.C. Raynie. 2003. A proposed coast-wide reference monitoring system for evaluating wetland restoration trajectories in Louisiana. Environmental Monitoring and Assessment 81:107-117.

V. Technical Experience

Personnel assigned to tasks in the aforementioned categories should demonstrate expertise in environmental and planning disciplines, particularly with respect to water resources planning; coastal protection, restoration, and water resources projects; ecosystem restoration; biology; aquatic ecology; wetland ecology; hydrology; geology; geomorphology; biogeochemistry; statistics; archeology; environmental surveying; environmental damage assessment; environmental data collection; data analysis and management; environmental modeling; spatial data/remote sensing/geographic information systems; and technical writing and editing.

Each Contractor should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Plans for training personnel.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References from at least three states, government agencies, or private firms for whom similar or larger scope services are currently being provided or have previously been provided. Include a contact person and telephone number for each reference.
- Information demonstrating the Contractor's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Contractor's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Contractor including terms and conditions which the Contractor wishes the State to consider.

VI. Cost Structure

The Contractor must provide a total cost for the full three-year contract term to perform the services necessary to meet the requirements of the Coastal Protection and Restoration Monitoring Program as defined in Section IV. This estimate shall include and be supported by rates provided by the Contractor in the attached rate sheet. This will form the basis of the cost comparison portion of the evaluation of proposals and will be used to help set the contract amount; however, the contract will be administered on an individual Task Order basis. It is also anticipated that other unforeseen services (generally defined in Section III) will be required in addition to and in support of the required activities defined in Section IV. These additional services will also be administered through Task Orders that follow the rates provided by the Contractor in the attached rate sheet.

A. Task Order Requirements

1. Estimated Cost- The Contractor will provide an estimated cost for each task based on a scope of services provided by the CPRA Contract Manager. The estimate should include a breakdown of personnel and/or equipment necessary to complete the task.
2. Estimated Time Schedules- For each assigned task the Contractor shall submit an estimated time schedule, including project initiation and completion estimates, to the CPRA Contract Manager for review and coordination with other project implementation elements.
3. Task associated deliverables- The Contractor shall provide to the CPRA Contract Manager the specific deliverables related to each task.

The deliverables listed in this section are the minimum desired from the Contractor. Every Contractor should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

Cost Proposal

Rate

Personnel Required

\$ _____ /hr

Program Manager

\$ _____ /hr

Project Manager

\$ _____ /hr

Project Controls Manager

\$ _____ /hr

Principle Environmental Scientist

\$ _____ /hr

Technical Consultant

\$ _____ /hr

Senior Environmental Scientist

\$ _____ /hr

Environmental Scientist 3

\$ _____ /hr

Environmental Scientist 2

\$ _____ /hr

Environmental Scientist 1

\$ _____ /hr

Senior Geographic Information Systems Analyst

\$ _____ /hr

Geographic Information Systems Analyst

\$ _____ /hr

Scientific/Technical Editor

\$ _____ /hr

Bio-Statistician

\$ _____ /hr

Field Technician

\$ _____ /hr

Administrative/Clerical



Rate

Equipment Required

\$ _____ /day

Airboat

\$ _____ /day

Workboat

\$ _____ /day

Flatboat/Mudboat/Go-Devil

\$ _____ /day

ATV

\$ _____ /day

Vehicle

\$ _____ /day

Field Data Collection Equipment

\$ _____ /day

Continuous Recorders

\$ _____ /day

Swamp Camera

\$ _____ /day

Accretion Tank

\$ _____ /day

Auto Level

\$ _____ /day

Rod Driver



ATTACHMENT II: 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. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants 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 certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 calendar days from the proposal's due date;
5. Proposer understands that if selected as the successful Proposer, he/she will have **30** calendar 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 certifies, 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 www.sam.gov.)

Authorized Signature: _____

Typed or Printed Name: _____ Title: _____

Company Name: _____ Address: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE of Proposer's Authorized Representative _____ DATE _____



**STATE OF LOUISIANA
CONTRACT FOR CONSULTING SERVICES**

ON THIS ____day of _____20__, the Coastal Protection and Restoration Authority (CPRA) of the State of Louisiana, hereinafter sometimes referred to as the "State", and <Contractor> 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

*****LIST GOALS THIS CONTRACT*****

3. OBJECTIVES

*****LIST OBJECTIVES OF THIS CONTRACT*****

4. PERFORMANCE MEASURES

The performance of the contract will be measured by the State Contract Monitor, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Scope of Services and are identified as:

*****LIST PERFORMANCE MEASURES WHICH SHOULD BE MEASURABLE AND TIME BOUND*****

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

- (1) A progress report shall be submitted by the Contractor with each invoice for payment on a Monitoring Report (Appendix C).
- (2) A final summary report shall be submitted by the Contractor on a 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 and B 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 <tax_id>.

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>.

Payment will be made only on approval of Contract Monitor, <project_manager>, or his designee.

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly. The Contractor will submit invoices in compliance with Appendix D Instructions for Submitting Invoices. The payment terms shall be as follows:

Rates in accordance with the Rate Schedule in Appendix B (Proposal).

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior written approval of the Executive Director of the State.

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

Such payment amounts for work performed must be based on at least equivalent services 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) 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.louisianafoward.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 using Appendix E, the Procurement Reporting form.

23. COMPLIANCE WITH CIVIL RIGHTS LAWS

The 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 1972, and the Contractor 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.fsrs.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.

24. 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.

25. 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 or 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.

26. 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.

27. 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 Contractor 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.

28. 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.

29. 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.

30. 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.

31. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

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

32. DISPUTES

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

33. 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.

34. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITIES:

The Contractor shall comply with the provisions set forth in Appendix F, when performing work on CDBG related activities.

35. OWNERSHIP OF DOCUMENTS:

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, drawings, tracings and files collected or prepared specifically in connection with this work, except the Contractor'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

APPENDIX C
Coastal Protection and Restoration Authority
Monthly Monitoring Report

Date _____ Contractor: _____ Contract No. _____

Contract Title: “CPRA Program Development and Support”

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:

Contractor

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. Contractor shall submit an itemization of all work performed, listing the name and number of the project, the date for work performed, hours down to the quarter of an hour, with specific reference to the nature of the work performed (e.g. drafting of expert reports, research, review of files, etc.).

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.

APPENDIX E
DBE PROCUREMENTS MADE DURING QUARTER

Procurement Made By		Business Enterprise		S 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



APPENDIX F
CDBG COMPLIANCE PROVISIONS
FOR
PROFESSIONAL SERVICES CONTRACTS

CONTENTS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
2. CERTIFICATION OF NONSEGREGATED FACILITIES
3. CIVIL RIGHTS
4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
8. AGE DISCRIMINATION ACT OF 1975
9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
10. FLOOD DISASTER PROTECTION
11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
12. INSPECTION
13. REPORTING REQUIREMENTS
14. CONFLICT OF INTEREST
15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
16. PATENTS
17. COPYRIGHT
18. TERMINATION FOR CAUSE
19. TERMINATION FOR CONVENIENCE
20. ENERGY EFFICIENCY
21. SUBCONTRACTS
22. DEBARMENT, SUSPENSION, AND INELIGIBILITY
23. BREACH OF CONTRACT TERMS

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
25. CHANGES
26. PERSONNEL
27. ANTI-KICKBACK RULES
28. ASSIGNABILITY
29. INTEREST OF CONTRACTOR
30. POLITICAL ACTIVITY
31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
32. DISCRIMINATION DUE TO BELIEF
33. CONFIDENTIAL FINDINGS
34. LOBBYING

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
(applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or

pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**

(applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. **CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)

(applicable to contracts and subcontracts over \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The



Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. **AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. **FLOOD DISASTER PROTECTION**

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined

under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. SUBCONTRACTS

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this

federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.