

REQUEST FOR PROPOSAL

MID-BARATARIA SEDIMENT DIVERSION (BA-0153) INDEPENDENT COST ESTIMATOR (ICE) CONTRACTOR



RFP #: 3000009943

PROPOSAL DUE DATE/TIME: MAY 08, 2018 @ 3:00PM

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

April 04, 2018

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REQUEST FOR PROPOSAL FOR

MID-BARATARIA SEDIMENT DIVERSION INDEPENDENT COST ESTIMATOR (ICE) CONTRACTOR

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by Coastal Protection and Restoration Authority (CPRA) (herein sometimes referred to as the State) for the purpose of selecting a Contractor to provide Independent Cost Estimator services for the Mid-Barataria Sediment Diversion Project (BA-0153 or Project). CPRA intends to use the Construction Manager at Risk (CMAR) delivery method for the Project, as authorized by Louisiana law pursuant to L.R.S. 38:2225.2.4. More information on CMAR may be found at the following link: <http://coastal.la.gov/wp-content/uploads/2017/09/CMAR-Overview-and-FAQ-12.5.2017.pdf>.

1.2 Background

CPRA has established the Mississippi River Mid-Basin Sediment Diversion Program (Program) which is comprised of this Project and the Mid-Breton Sediment Diversion Project. The funding for the planning, permitting, engineering, design, and CMAR services (i.e. Pre-Construction Services) for the Program has been awarded to CPRA through the National Fish and Wildlife Foundation (NFWF) from the Gulf Environmental Benefit Fund (GEBF). The *Deepwater Horizon* Oil Spill Natural Resource Damage Assessment (NRDA) settlement funds have been identified as a potential funding source for construction of the MBSD. Award of this funding requires an accepted Restoration Plan, which includes an Environmental Impact Statement (EIS) and a federal decision by the National Oceanic and Atmospheric Administration (NOAA), which serves as the lead federal agency within the Louisiana Trustee Implementation Group (LaTIG). This RFP is for Independent Cost Estimator Services associated with the Project only.

The MBSD Project is a sediment diversion being designed to reconnect and re-establish the natural deltaic sediment deposition process between the Mississippi River and the Barataria Basin to build, sustain, and maintain land. Current preliminary designs for this Project include an inlet channel, a gated diversion structure at the Mississippi River Levee (MRL), a conveyance channel, interior drainage improvements, a structure/connection through the future New Orleans to Venice (NOV) Levee, highway and railroad alignment accommodations and utility relocations. It is proposed to construct the diversion intake and control structure through the MRL on the west side of the Mississippi River at approximately river mile 60.7 above Head of Passes (AHP), in Plaquemines Parish, LA, and the diversion outfall through the future NOV Levee into the Barataria Basin.

In 2014, HDR Engineering, Inc. submitted a draft Basis of Design (referred to as 2014 Base Design) which included reports and Preliminary Drawings which are available for viewing at the following link: <http://coastal.la.gov/mid-barataria-sediment-diversion-draft-30-deliverables/>. Although these deliverables are titled 30%, CPRA recognizes the 2014 design as a base design

from which to begin developing the 15% Basis of Design (BOD). The 2014 Base Design is being provided for informational purposes only. CPRA has recently selected the Contractor AECOM as the Design Team. The Design Team's scope of services includes a review and confirmation of concepts shown in the 2014 Base Design and/or development of their own recommended concepts during the 15% BOD phase to carry into the 30% design phase. The Design Team will not progress past the 30% design level until the CMAR Contractor is under contract with CPRA.

The Project is subject to United States Army Corps of Engineers (USACE) Section 404/10 regulatory permits and 33 United States Code Section 408 permissions to modify federal projects which include the Mississippi River Ship Channel (MRSC), the MRL, and the NOV Levee. CPRA has submitted a Section 404/10 permit application to the USACE. An independent Third Party Contractor (TPC) will prepare the Environmental Impact Statement (EIS) as required for National Environmental Policy Act (NEPA) compliance. These regulatory processes are critical to the delivery and schedule of the project and will be coordinated by CPRA and/or the Design Team and TPC.

The ICE Contractor is expected to collaborate with CPRA/PMT, Design Team, and CMAR Contractor and will provide cost estimating services at each of the project design milestones as identified in the ICE Contractor Scope of Services. The cost estimating support should include but not be limited to: verify/take-off quantities, prepare project estimates, material cost forecasting, construction phasing review, provide input on risks associated with the construction and proposal of any constructability or value engineering or scheduling comments that are evident during the course of the estimating work. The ICE Contractor (in coordination with the CMAR Contractor) may provide intermediate estimating support to the engineering team for design alternatives and/or construction packages throughout the design phase.

The Project milestones, as currently scheduled, are provided in the ICE Contractor Scope of Services. These milestones are subject to modification due to permitting, EIS, or the Section 408 process schedules. Modifications or delays to the permitting, EIS, or Section 408 components of the project schedule may result in delays or pauses in the design phase of the Project.

1.3 Goals and Objectives

The CPRA, Design Team, CMAR Contractor, and ICE Contractor have a common goal to design and, if CPRA approves, construct a quality Project. The CPRA, Design Team, CMAR Contractor, and ICE Contractor are expected to commit, at all times, to cooperate, coordinate, collaborate and communicate fully with each other and with others involved in the Project, to proceed on the basis of trust, confidence, and good faith, and use their best skill and effort in their activities on the Project.

The CPRA, Design Team, CMAR Contractor, and ICE Contractor are collectively a team and individually team members committed to delivering a Project that meets CPRA's needs, within CPRA's budget, and within CPRA's schedule, at a reasonable and appropriate cost to CPRA and with a reasonable and appropriate fee for the CMAR Contractor, Design Team, and ICE Contractor.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about September 01, 2018 and is anticipated to end on October 31, 2021. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

1.5 Definitions

A. Shall, Will and Must – The terms “shall”, “will”, and “must” denote mandatory requirements.

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

C. Should – The term “should” denotes a desirable action.

D. Contractor – Any person having a contract with a governmental body; the selected Proposer.

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

F. State- The State of Louisiana.

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

H. DOA - Division of Administration

I. OSP – Office of State Procurement

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

K. RFP – Request for Proposal

L. CMAR - Construction Management At-Risk as defined in L.R.S. 38:2225.2.4.

M. CMAR Contractor - the construction management at-risk contractor who will be awarded a contract under a separate RSIQ to provide pre-construction services associated with the Project and may be awarded a contract to provide construction and construction management services for the Project.

N. Design Team - the team of AECOM and sub-consultants selected to provide engineering and design services for the Project.

O. DOTD - Department of Transportation and Development.

P. Guaranteed Maximum Price (GMP) - the not-to-exceed cost of construction of the Project, to be determined by and between CPRA and the CMAR Contractor during the Pre-Construction Phase.

Q. Independent Cost Estimate – An estimate of costs completed by a Contractor that is separate from the Designer and CMAR Contractor, to assist the CPRA in determining the reasonableness or unreasonableness of the proposed costs by the Designer/CMAR Contractor being evaluated.

R. Independent Cost Estimator (ICE) Contractor - the contractor that will be selected under this RFP to provide independent construction cost estimates at MBSD design milestones.

S. Key Personnel - personnel essential to successful performance of the services to be provided by the Respondent.

T. MBSD - the Mid-Barataria Sediment Diversion Project, CPRA Project No. BA-0153.

U. Program - the Mississippi River Mid-Basin Sediment Diversion Program, which includes the Mid-Barataria Sediment Diversion and Mid-Breton Sediment Diversion Projects.

V. Program Team - CPRA and support staff from CH2M responsible for management of the Program.

W. Project - the Mid-Barataria Sediment Diversion Project, CPRA Project No. BA-0153.

X. Project Delivery Team (MBSD-PDT) the team composed of CPRA, CH2M, EIS TPC, Design Team, CMAR Contractor, Independent Cost Estimator (ICE) Contractor, and other consultants as determined by CPRA.

Y. RSIQ – Request for Statement of Interests and Qualifications.

Z. USACE - U.S. Army Corps of Engineers.

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised and Blackout Period begins	April 04, 2018
Non-Mandatory Pre-Proposal Conference	April 12, 2018 @ 1:00pm
Deadline for receipt of written inquiries	April 20, 2018 @ 3:00pm
Issue responses to written inquiries	April 25, 2018
Deadline for receipt of proposals	May 08, 2018 @ 3:00pm
Notice of Intent to award announcement and 14-day protest period begins, on or about	June 05, 2018
Contract execution on or about	July 03, 2018

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

1.7 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before 3:00PM local time on the date specified in the Schedule of Events. Fax or e-mail submissions shall not be acceptable. Proposers mailing or delivering their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified.

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

*Allison Richard, RFP Coordinator
Coastal Protection & Restoration Authority
150 Terrace Avenue
Baton Rouge, LA 70802
225-342-5453*

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

1.8 Qualifications for Proposer

1.8.1 Mandatory Qualifications

The Proposer's staff must meet the following qualifications:

- A. **Project Manager:** The Project Manager shall have at least 10 years of experience managing Heavy Civil projects. The Project Manager shall have a degree in Construction Management, Civil Engineering or in a related field. The Project Manager should have experience in Field Operations Management and Estimating from a Contractor's Perspective. It is preferred that the Project Manager have experience with alternative delivery (Design-Build, CMAR) project and have experience in management of relevant project such as large hydraulic projects. The Project Manager must be a staff member of the prime contractor.
- B. **Lead Estimator:** The Lead Estimator shall have at least 20 years of hard bid general estimating experience, of which 10 years of experience shall have been as the lead estimator. The Lead Estimator shall have a degree in Construction Management, Civil Engineering or in a related field. The Lead Estimator should be proficient in HCSS Heavy Bid Estimating Software, Agtek Software or similar. It is preferred that the Lead Estimator have experience with alternative delivery (Design-Build, CMAR) project and have experience as the lead estimator of relevant project such as large hydraulic projects. The Lead Estimator must be a staff member of the prime contractor.
- C. **Structural Estimator:** The Structural Estimator shall have at least 15 years of hard bid in heavy civil structural estimating experience. The Structural Estimator shall have a degree in Construction Management, Civil Engineering, Structural Engineering or in a related field. The Structural Estimator shall have extensive knowledge of construction means and methods, costs and engineering principles. The Structural Estimator may be a staff member of either the prime or a subcontractor.
- D. **Civil Estimator:** The Civil Estimator shall have at least 15 years of hard bid in heavy civil structural estimating experience. The Civil Estimator shall have a degree in Construction Management, Civil Engineering, or Structural Engineering or in a related field. The Civil Estimator shall have extensive knowledge of construction means and methods, costs and engineering principles. The Civil Estimator shall be proficient in HCSS Heavy Bid Estimating Software, Agtek Software or similar. The Civil Estimator may be a staff member of either the prime or a subcontractor.
- E. **Mechanical Estimator:** The Mechanical Estimator shall have at least 10 years of hard bid mechanical estimating experience. The Mechanical Estimator shall have a degree in Mechanical Engineering. The Mechanical Estimator may be a staff member of either the prime or a subcontractor.

- F. **Electrical Estimator:** The Electrical Estimator shall have at least 10 years of hard bid electrical estimating experience. The Electrical Estimator shall have a degree in Electrical Engineering. The Electrical Estimator may be a staff member of either the prime or a subcontractor.

- G. **Purchaser:** The Purchaser shall have at least 5 years of experience purchasing, preferably public sector procurement, or related work. The Purchaser shall have a degree in Accounting, Finance, or in a related field. The Purchaser shall have knowledge of large scale purchasing methods as well as federal, state and local purchasing laws and shall be proficient in word processing, excel, database and presentation software. The Purchaser may be a staff member of either the prime or a subcontractor.

1.8.2 Desirable Qualifications

The Proposer's staff may meet the following qualifications:

- A. **Project Assistant:** The Project Assistant should have experience in the preparation of a wide range of written material (technical reports, presentations, etc.) for dissemination to technical and non-technical audiences.
- B. **Principal** – Duties include, but are not limited to, responsibility for overall quality management of effort performed under this contract; resolve potential contractual concerns communicated by CPRA.

1.9 Proposal Response Format

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

1.9.1 Volume I – Technical Proposal and Cost Rates

Proposers shall provide five proposals (one original and four copies).

- A. **Cover Letter:** A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

- B. **Table of Contents:** The proposal should include a paginated table of contents to facilitate locating the information and be organized in the order contained herein.

- C. **Executive Summary:** This section serves to introduce the scope of the proposal. It should include information including the Proposer contact name and phone number. It should include the stipulation that the proposal is valid for a time period of at least 270 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment III. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the Sample Contract, Attachment III and

submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

D. Company Background and Experience: The Proposers should give a brief description of their company including brief history, corporate or organization structure, and number of years in business.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposers should clearly describe their ability to meet or exceed the qualifications described in Section 1.8.

- Relevant experience preparing cost estimates, providing cost estimating support, identifying variations in cost estimates, material cost forecasting, conducting cost reasonableness, cost and schedule risk management, value engineering, and reconciliation of cost estimates for similar projects: Relevant large-scale coastal restoration/civil works projects, specifically including experience with projects delivered using the CMAR project delivery method within the last ten (10) years, including the proposed staff. The information shall include the agency and client contact information.
- Evidence of a thorough working knowledge, understanding and experience of USACE, DOTD, and all other applicable construction cost estimating standards and procedures.
- Evidence of a thorough working knowledge of AACEI (Association for the Advancement of Cost Engineers International) and other applicable industry standards and procedures for construction cost estimating, the professional auditing standards adopted by the American Institute of Certified Public Accountants, and U.S. Government Accounting Office (GAO) cost estimating and auditing standards and procedures.
- Evidence of a thorough working knowledge of and the technical expertise necessary to use commercial off-the shelf (OTS) software, to include Sage Timberline®, MC2® and US Cost Success®.
- Evidence of the technical expertise necessary to provide the required cost estimating support in a thorough matter in accordance with applicable industry, federal, and State agency standards and procedures.
- Evidence of the ICE's ability to effectively coordinate input from multiple contractors and collaborate on the development of baseline construction production rate assumptions and standards for formulation of cost and schedule estimates.

E. Approach and Methodology: Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas in Part II, Scope of Services. The Proposer should:

- Show a clear understanding of the Scope of Services, tasks and sequences of tasks involved.
- Describe the methods, standards, and tools that will be used to perform the services and tasks required.
- Describe quality control procedures that will be implemented by the Proposer.
- Provide an explanation for any additional tasks to be performed which are deemed necessary by the Proposer and explanation of any deviation from any tasks listed in the Scope of Services.

F. Proposed Staff Qualifications: The Proposer should provide resumes and detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

Proposers should clearly describe their ability to meet or exceed the staff qualifications described in Section 1.8.

Individual resumes should include a minimum of three (3) up to five (5) project references, and each individual resume should be limited to three (3) pages.

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

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

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships to participate in contracting and procurement with the state. Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurships (LaVet) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurships are certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified.

Qualification requirements and online certification are available at <https://smallbiz.louisianaeconomicdevelopment.com>

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

If a proposer is certified as a Hudson and a Veteran small entrepreneurship, the maximum points to be reserved is ten percent (10%) of the total evaluation points.

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

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

Proposer Status and Reserved Points

Proposer is a certified La Vet or Hudson small entrepreneurship: Full amount of the reserved points.

Proposer is not a certified LaVet or Hudson small entrepreneurship but has engaged one or more LaVet or Hudson certified small entrepreneurships to participate as subcontractors.

Points will be allocated based on the following criteria:

- the number of LaVet and Hudson certified small entrepreneurships to be utilized
- the experience and qualifications of the certified LaVet and small entrepreneurship(s)
- the anticipated earnings to accrue or the percentage of work subcontracted to the certified LaVet and Hudson small entrepreneurship(s)

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

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

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

<https://smallbiz.louisianaeconomicdevelopment.com> Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, 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://wwwcfprd.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

- H. Cost Proposal:** The Proposer shall provide an hourly rate (numerical value) for each of the staff classifications listed in the “Required Rate Schedule” in Attachment II. The Prime and Sub-consultants will all adhere to the “Required Rate Schedule” for the full term of the contract, so Proposers are to submit only one “Required Rate Schedule.”

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

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

If a task requires specialized equipment or materials, the Contract Monitor or his designee may approve reimbursement at cost for such equipment or materials. Such approval must be granted by the Contract Monitor or his designee prior to the Contractor incurring these costs. All outside expenses (third party charges, specialized equipment rentals and materials, etc.) will be reimbursed at cost.

Proposers should provide an estimated cost with a detailed estimate of the number of hours with the proposed labor rates and individual personnel names, specialized equipment or materials costs, and travel costs to accomplish the SOS. Slotting of proposed labor rates to individual personnel is negotiable and requires justification based on the individuals’ qualification (experience) and the personnel classification prior to issuance of a Task Order. In addition, the proposer shall provide a budgetary total cost estimate with detail of the proposed labor, specialized equipment or materials costs, and travel costs necessary to complete the work outlined in the SOS. These budgetary cost estimates are for information only and will not be used in the evaluation process as shown in Sections 4.1 through 4.4.

Compensation to the Contractor for services rendered in connection with this contract shall be Task Order based. Compensation to the Contractor for services rendered in connection with this contract shall be based on negotiated work-hours using the “Required Rate Schedule” for the actual work performed.

Approved travel, such as non-routine or travel to field sites, 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 (PPM No. 49). PPM 49 can be found at the website: <http://www.doa.la.gov/Pages/osp/Travel/travelPolicy.aspx>.

- I. **Certification Statement:** The Proposer **must** sign and submit the **original** Certification Statement shown in **Attachment I**.
- J. **Outsourcing of Key Internal Controls:** *Not Required for this Solicitation.*
- K. **Subcontractors:** Persons who are not full-time employees of the Proposer shall be considered subcontractors. All subcontractors necessary to conduct the work should be identified as specified in Section 1.24: Use of Subcontractors, including the percentage of project to be accomplished. For each subcontractor, the Proposer should include letters of agreement to undertake their portion of the proposed work.
- L. **Insurance:** The Proposal **should** include a certificate of insurance as proof that Proposer has in effect limits of insurance required by Section 1.32 Insurance Requirements for Contractors. If selected as a Contractor, the Proposer shall provide certificates of insurance as proof of coverage at the time of contract negotiation.

1.9.2 Volume II – Financial Information

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

Demonstration of Financial Capability is required for Acceptance of this Proposal. Financial information is used for determination of responsibility (See Section 1.23), and not as evaluation criteria. In Volume II, proposals **shall** include evidence demonstrating the Proposer's financial capability to carry out this project. Evidence shall include either #1 or #2 below:

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

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

1.10 Number of Copies of Proposals

One (1) original and four (4) hard copies of the Volume I portion of the proposal and one (1) copy of Volume II of the proposal **shall** be submitted to the RFP Coordinator at the address specified. Volume I portion of the proposal **shall** be submitted in an electronic format (i.e. CD, flash drive). At least one (1) of the proposals **shall** contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

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

1.11. Technical and Cost Proposals

Proposers should respond to this RFP with Volume I, Technical and Cost Proposal.

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

1.12 Legibility/Clarity

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

1.13 Confidential Information, Trade Secrets, and Proprietary Information

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

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

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the [state agency].

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such

must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, La. R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.14 Proposal Clarifications Prior to Submittal

1.14.1 Pre-proposal Conference

A **non-mandatory** pre-proposal conference will be held on **April 12, 2018 at 1:00 PM** at Coastal Protection & Restoration Authority located at 150 Terrace Avenue, Baton Rouge, LA 70802. 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 potential Proposer attending the pre-proposal conference may have no more than three (3) duly authorized representative(s) at this 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 posted on the Internet at <http://coastal.la.gov/resources/rfps-rsiqs-contracts/contracts-and-grants/>

1.14.2 Proposer Inquiries

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

Allison Richard, RFP Coordinator
Coastal Protection & Restoration Authority
Email: CPRACONTRACTS@LA.GOV
Fax: (225) 800-5599

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 3:00PM local time on the date specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the schedule of events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and <http://coastal.la.gov/resources/rfps-rsiqs-contracts/contracts-and-grants/>

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

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail

notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

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

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

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

1.14.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. “Involvement” in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation’s defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

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

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

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

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

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process

1.15 Error and Omissions in Proposal

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

1.16 Changes, Addenda, Withdrawals

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 <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

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

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

1.17 Withdrawal of Proposal

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

1.18 Waiver of Administrative Informalities

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

1.19 Proposal Rejection/RFP Cancellation

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

1.20 Ownership of Proposal

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

1.21 Cost of Offer Preparation

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

1.22 Taxes

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

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further

acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.23 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

1.24 Use of Subcontractors

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

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

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

1.25 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an Oral Presentation of how they propose to meet CPRA's objectives. If Oral Presentations are requested by CPRA, detailed information and requirements for presentations will be provided to the contact person for each of the short-listed

firms. Commitments made by the Proposer at the oral presentation, if any, will be considered binding. Upon conclusion of Oral Presentations, a recommendation of the selected firm will be sent to the CPRA Executive Director. Contract award and execution is contingent upon the selected firm and CPRA reaching an agreeable contract. The selected firm will be posted on the CPRA web page at <http://coastal.la.gov/resources/rfps-rsiqs-contracts/contracts-and-grants/>.

1.26 Acceptance of Proposal Content

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

1.27 Evaluation and Selection

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

1.28 Best and Final Offers (BAFO)

NOT APPLICABLE FOR THIS SOLICITATION

1.29 Contract Award and Execution

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

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

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

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

1.30 Notice of Intent to Award

The Proposal Review Committee shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer(s) with the highest score(s).

The State reserves the right to make multiple awards.

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

The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44:1 *et seq.*), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

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

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

1.31 Right to Prohibit Award

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

1.32 Insurance Requirements for Contractors

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

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

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

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

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

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

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

1.33 Indemnification and Limitation of Liability

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

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

submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

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

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

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

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

1.34 Payment

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

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

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

Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work-hours using established billable rates mentioned above for the actual work performed on the Task Order.

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

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

1.34.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The methods of payment may be via EVP, a method that converts check payments to a Visa credit card account with unique security features and electronic remittance notifications, or via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment IV for additional information regarding electronic payment methods and registration.

1.35 Termination

1.35.1 Termination of the Contract for Cause

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

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

1.35.2 Termination of the Contract for Convenience

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

1.35.3 Termination for Non-Appropriation of Funds

The continuation of this contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose,

and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.36 Assignment

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

1.37 Right to Audit

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

1.38 Civil Rights Compliance

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

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

1.39 Record Ownership

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

1.40 Entire Agreement/ Order of Precedence

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

In the event of any inconsistent or incompatible provisions, the signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.41 Contract Modifications

No amendment or variation of the terms of 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 shall be binding on any of the parties.

1.42 Substitution of Personnel

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

1.43 Governing Law

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

1.44 Claims or Controversies

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

1.45 Code of Ethics

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

1.46 Corporate Requirements

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

PART II: Introduction and Background

2.1 Intent

The Coastal Protection and Restoration Authority of Louisiana (CPRA) has established the Mississippi River Sediment Diversion Program which is comprised of the Mid-Barataria Sediment Diversion Project (MBSD) and the Mid-Breton Sediment Diversion (MBrSD) Project. CPRA is seeking to select a firm to provide independent cost estimating services for the MBSD Project. This firm will be providing services as part of the overall Construction Management at Risk (CMAR) approach to designing and constructing the MBSD. ICE services for the MBrSD will be performed under a separate contract, and are not included in this Scope of Services.

2.2 Mississippi River Sediment Diversion Program Background

In 2000, the United States Army Corps of Engineers (USACE) and the State of Louisiana initiated the Louisiana Coastal Area (LCA) Ecosystem Restoration Study to address Louisiana's severe coastal land loss problem. Culminating in 2004 with a programmatic level main report and environmental impact statement, the LCA Study recommended the Medium Diversion at Myrtle Grove project as one of 15 restoration projects identified as 'near-term critical restoration features'. Although initiated as a medium diversion, this LCA project was de-authorized and the MBSD, previously referred to as Myrtle Grove, was carried forward by CPRA. The MBSD is a critical near-term restoration feature recommended for implementation in Louisiana's Coastal Master Plan that was approved by the Louisiana State Legislature in May 2012. The MBSD is expected to restore significant habitat in the Barataria Basin, including fresh, intermediate, and brackish marshes by re-introducing the sediment and nutrients which historically built and maintained the affected area.

CPRA identified sediment diversions as one of the types of projects critical to the restoration of Louisiana's coastal ecosystem. By reconnecting the river, these projects will reestablish the natural deltaic processes to build, sustain and maintain wetlands in accordance with the Louisiana Comprehensive Master Plan for a Sustainable Coast (Coastal Master Plan), who's overarching objectives are:

- **Flood Protection:** Reduce economic losses from storm surge based flooding to residential, public, industrial, and commercial infrastructure
- **Natural Processes:** Promote a sustainable coastal ecosystem by harnessing the natural processes of the system
- **Coastal Habitats:** Provide habitats suitable to support an array of commercial and recreational activities coast wide
- **Cultural Heritage:** Sustain the unique cultural heritage of coastal Louisiana by protecting historic properties, traditional living cultures, and their ties and relationships to the natural environment
- **Working Coast:** Promote a viable working coast to support regionally and nationally important businesses and industries

In November 2015, upon the conclusion of several in-depth studies and modeling efforts, CPRA decided to initiate the MBSD and the MBrSD Projects. To assist with timely efforts for procurement and management of design, environmental requirements and construction of the

MBSD and MBrSD Projects, the CPRA created the Mississippi River Mid-Basin Sediment Diversion Program (Program or MRMBSDP).

Funding has been identified for the planning, permitting, engineering and design, as well as construction for the Program is primarily from the National Fish and Wildlife Foundation (NFWF), Gulf Environmental Benefit Fund (GEBF) and the Natural Resource Damage Assessment (NRDA) process. The GEBF resulted from plea agreements on the Deepwater Horizon Oil Spill to fund projects benefiting the natural resources of the Gulf Coast that were impacted by the spill. Some elements of the Program may be funded from other settlement agreements from the Deepwater Horizon Oil Spill.

The Mississippi River Mid-Basin Sediment Diversion Program is comprised of two projects, as shown in Figure 1. The MBrSD located on the east bank of the Mississippi River at river mile 68.6 AHP, is planned to divert water from the Mississippi River to the Breton Basin. The MBSD, located on the west bank of the Mississippi River at river mile 60.7 AHP, is planned to divert water from the Mississippi River to the Barataria Basin. Both diversions are to be designed to target and capture high concentrations of sediment and freshwater carried downstream by the river during high river events and deliver them into wetlands and open water areas on the far side of hurricane levees on the east and west banks of the river. The sediment deposited as a result of these projects is intended to build new land and to nourish existing wetlands in both areas.

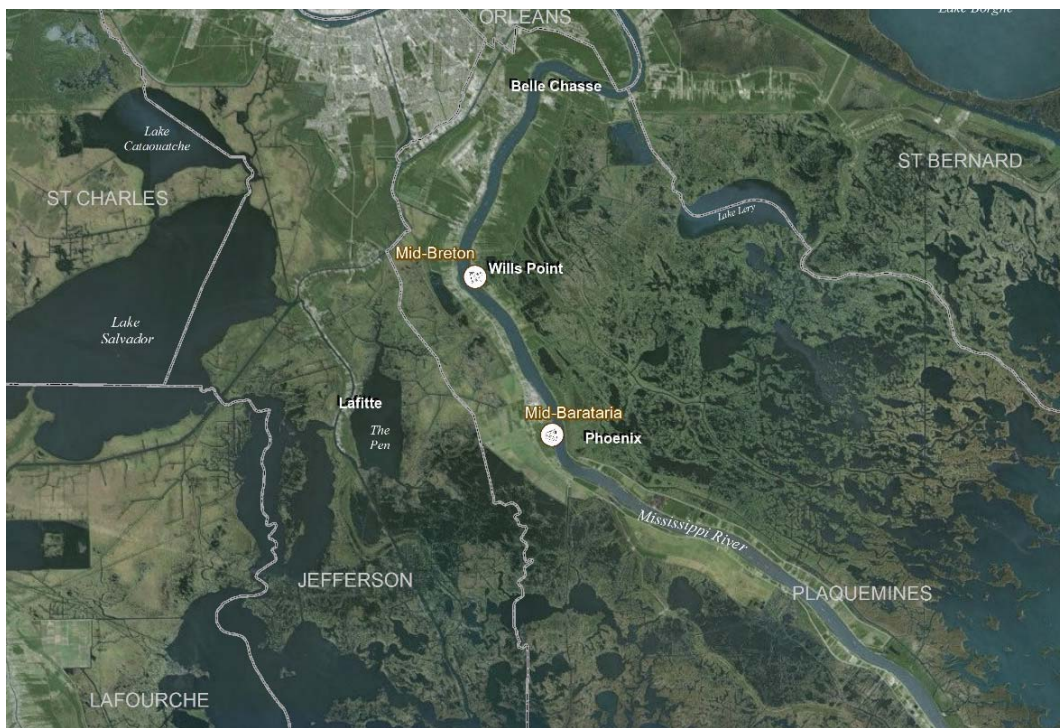


Figure 1: Mid-Basin Sediment Diversion Program Location

2.3 MBSD Project Overview

The MBSD is a riverine sediment diversion being designed to strategically reintroduce sediment and freshwater inputs into the Barataria Basin. The proposed project location is on the west bank of the Mississippi River just north of Myrtle Grove, at river mile 60.7 AHP (See Figure 1).

Current designs for this project include an inlet channel, a gated structure at the Mississippi River Levee (MRL), a conveyance channel, interior drainage improvements, a structure/connection to the future New Orleans to Venice (NOV) back levee, and highway and railroad alignment accommodations.

CPRA is seeking to procure an Independent Cost Estimator (ICE) to perform cost estimates at milestones throughout the project. Under a separate solicitation, CPRA will select a CMAR Contractor to collaborate with the Design Team throughout the pre-construction phase and provide input to the design pertaining to constructability, temporary works, cost and schedule to prepare for successful execution of the construction of this project. The Design Team will prepare final, coordinated Construction Documents that detail the design. The Program Team, Figure 2, is shown below.

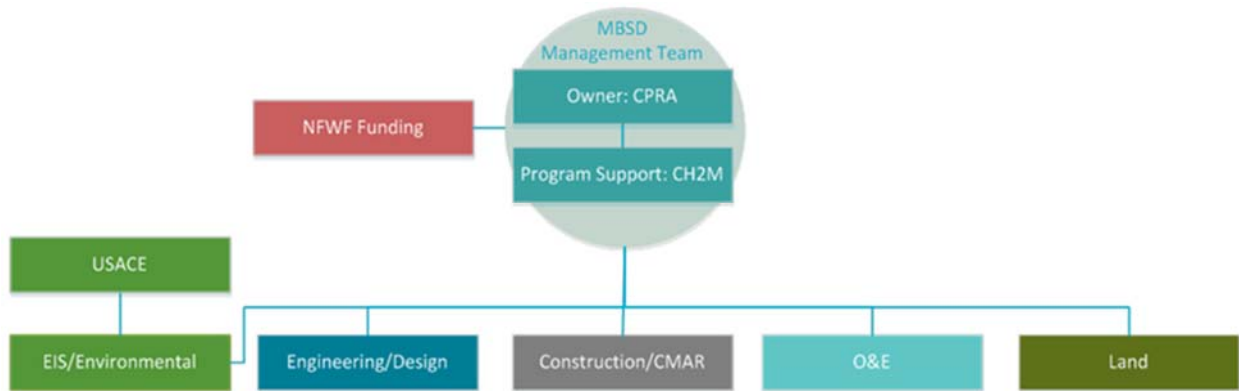


Figure 2: MBSD Program Team

The project was selected for implementation in the 2012 Coastal Master Plan (CPRA 2012) (<http://coastal.la.gov/our-plan/2012-coastal-masterplan/>). In 2014, CPRA contracted with a Design Consultant who completed a 30% Basis of Design (herein referred to as 2014 Base Design), which included reports and Preliminary Drawings available at <http://coastal.la.gov/mid-barataria-sediment-diversion-draft-30-deliverables/>. CPRA has selected AECOM as the MBSD Designer to review the documents and confirm concepts shown in the 2014 Base Design and/or develop their own recommended concepts during the BOD (15%) phase to carry into the 30% design phase. The design has not progressed ahead of 30% and the Design Team will not advance the design past 30% until the CMAR is under contract with CPRA.

The project will be subject to USACE Section 404/10 regulatory programs and 33 United States Code Section 408 permissions to modify federal projects which include the MRL. CPRA has submitted a Section 404/10 permit application to the USACE. CPRA has procured the services of a third party independent contractor (TPC) firm to prepare the Environmental Impact Statement (EIS) as required for National Environmental Policy Act (NEPA) compliance. These regulatory processes are critical to the delivery and schedule of the project and will be coordinated by CPRA and/or the Design Team and third-party contractor firm.

The project milestones, as of February 2018 are provided in Table 1. These milestones are subject to possible modification due to permitting, EIS, or Section 408 process schedules uncertainty.

Table 1: Project Milestones as of February 2018

Milestone	Month/Year
Design NTP	February 2018
15% (BOD) Design Deliverable	September 2018
CMAR Contractor NTP	July 2018
ICE Contractor NTP	September 2018
30% Design Deliverable	March 2019
60% Design Deliverable	January 2020
90% Design Deliverable	August 2020
100% Design Deliverable	November 2020
Construction Start	July 2021
Construction End	February 2026

2.4 Project Elements

The proposed project elements for the Mid-Barataria Sediment Diversion in the 2014 Base Design, summarized in Figure 3 below, include:

- River Inlet and Diversion Control Structure installed through the Mississippi River and Tributaries levee, that will convey approximately 75,000 cfs of sediment laden water to the currently degrading wetland complex in Mid- Barataria Basin.
- Conveyance Channel will be constructed across fastlands and wetlands, to reconnect the Mississippi River to its historical floodplain in this area.
- Gated Back Control Structure through the New Orleans to Venice (NOV) levee, on the downstream end of the conveyance channel.
- Outfall Channel to connect the conveyance channel with the Mid-Barataria Basin
- Site Forced Drainage for the northwestern portion of the fastland area that will be isolated by the new conveyance channel.
- LA-23 Highway Bridge over the new conveyance channel
- NOGC Rail Road Trestle/Bridge over the new conveyance channel
- Shell Nairn-Norco 20-inch Pipeline Relocation and protection
- Relocation of Utilities that Parallel LA-23 ROW
- Dredge Material Placement Area

The preliminary opinion of probable construction cost for the above described scope is \$1.3 billion, which includes escalation through the time of construction.

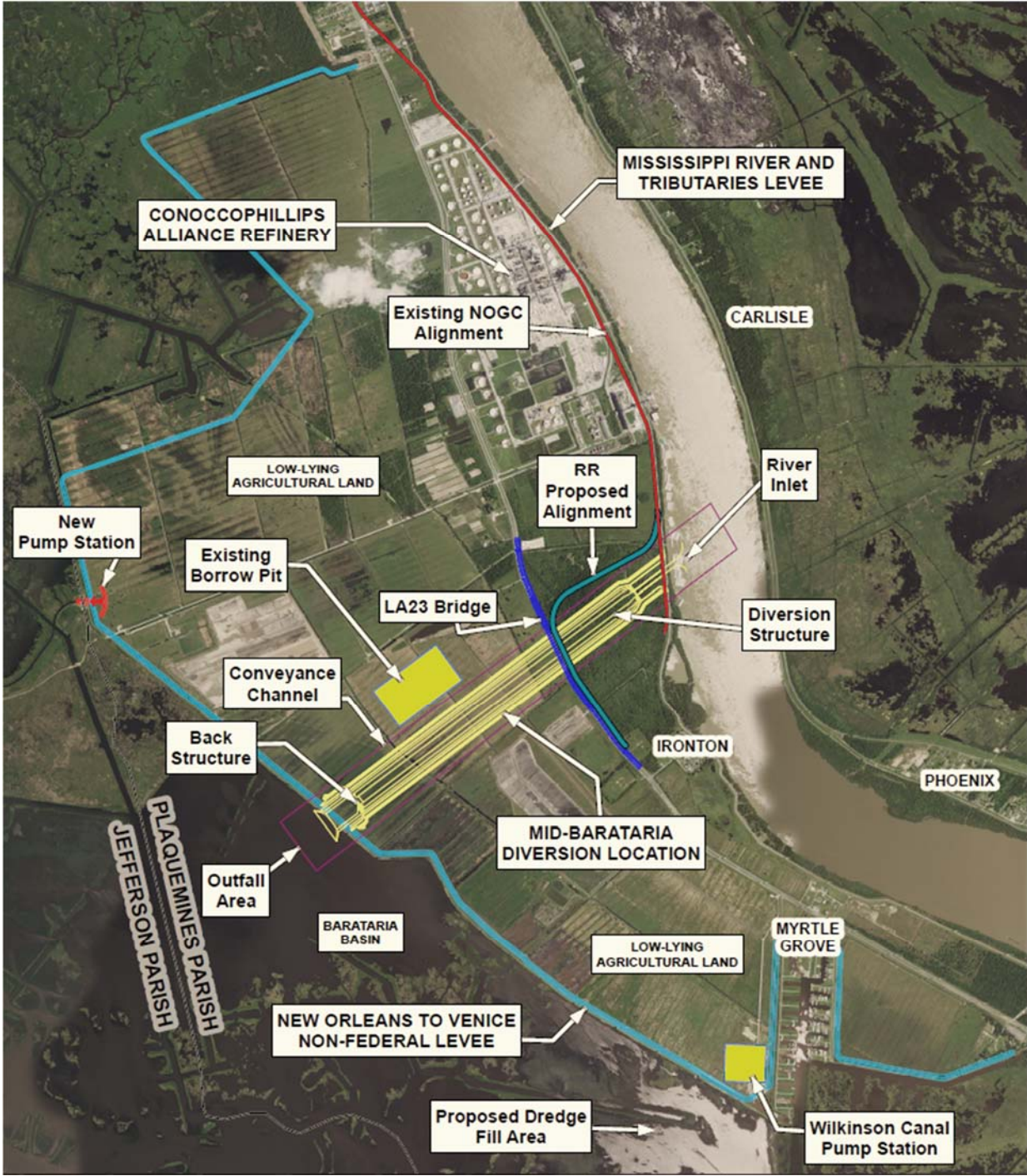


Figure 3: 2014 Base Design Key Project Features

2.5 Existing and Proposed Team Members

The full MBSD Project Delivery Team (MBSD-PDT) will be composed of CPRA, CH2M, EIS TPC, Design Team, CMAR contractor, ICE Contractor and other consultants as determined by CPRA, as shown in Figure 4. The MBSD-PDT is tasked by CPRA to be cooperative and collaborative in successfully completing the project on schedule and within the overall budget.

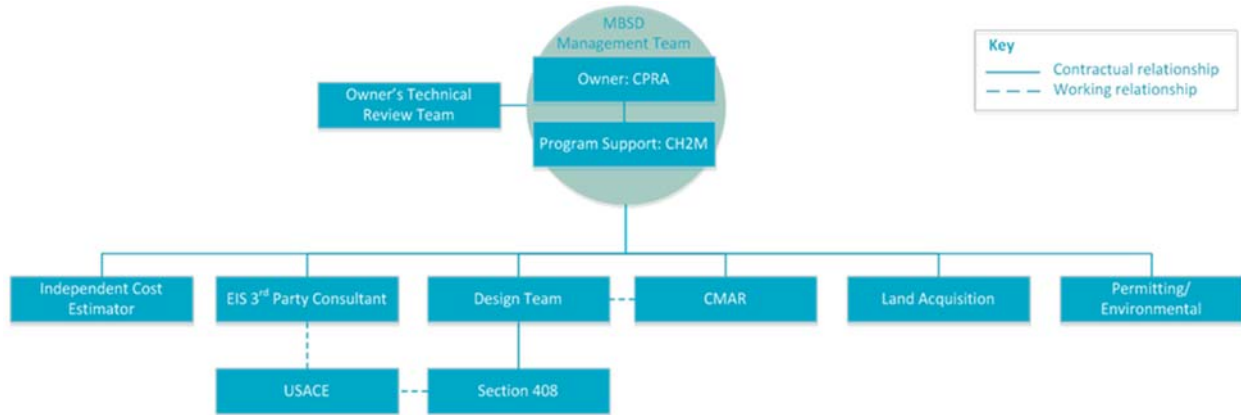


Figure 4: MBSD Project Delivery Team

- **MBSD Management Team.** This team will be comprised of employees who will work on this Project from CPRA or on behalf of CPRA along with the Program Management Team (PMT).
- **Design Team.** CPRA has selected AECOM as the Designer for this project. The designated representative for the Design Team will be identified once the NTP for the ICE Contractor has been issued.
- **CMAR Contractor.** CPRA is required by state law to follow specific procedures in selecting the CMAR Contractor for this Project. CPRA intends to select the CMAR by issuing a Request for Qualifications as set forth in 2014 Louisiana Laws, RS 38:2225.2.4 - Construction Management at Risk; Public Entity.
- **ICE Contractor.** This firm is being contracted as part of this solicitation.

CPRA reserves the right to retain other professionals and consultants to assist with delivering the Project.

PART III: SCOPE OF SERVICES

The below is a description of the anticipated services to be performed by the ICE Contractor for the MBSD project. The ICE Contractor will not perform any phase of services until the CPRA provides written notice to proceed for that phase. CPRA may determine not to proceed with any and/or a portion of the estimating services, at the CPRA's sole discretion.

3.1 General Administration and Coordination

The ICE Contractor is expected to collaborate with CPRA/PMT, Design Team, CMAR Contractor and regulatory agencies and maintain a cooperative attitude throughout the life of the project. The general administration and coordination activities to be performed by the ICE Contractor are anticipated but not limited to the below:

- The ICE Contractor is expected to supply a Project Manager and a Project Assistant to coordinate and support the project at each milestone estimate.
- The ICE Contractor's Project Manager will attend kickoff and periodic milestone meetings between the CPRA/PMT, Design Team and CMAR Contractor as required.
- The ICE Contractor shall become thoroughly familiar with the site and conditions surrounding the site and document the conditions observed on the site.
- The ICE Contractor shall perform field visits and activities, as required.
- The ICE Contractor shall produce a progress report to serve as a summary of work with each invoice.
- The ICE Contractor shall develop a QA/QC Plan for the services being performed herein.
- The ICE Contractor shall become familiar with local labor rates and labor conditions/availability.

3.2 Cost Estimates

The ICE Contractor will provide services at each of the project design milestones identified below. The cost estimating support should include but not be limited to: verify/take-off quantities, prepare project estimates, material cost forecasting, construction phasing review, provide input on risks associated with the construction and proposal of any constructability or value engineering or scheduling comments that are evident during the course of the estimating work. The ICE Contractor (in coordination with the CMAR Contractor) may provide intermediate estimating support to the engineering team for design alternatives and/or construction packages beginning with at the BOD stage and continuing throughout the design phase. The ICE Contractor shall conform the estimates to AACEI (Association for the Advancement of Cost Engineers International) Recommended Practice No. 18R-97.

Basis of Design (15%) Milestone

The ICE Contractor will provide a review of the Design Team's BOD estimate and provide feedback on the adequacy of the current project budget. Additionally, as part of the BOD phase, the ICE Contractor will:

- Participate in a meeting with CPRA Program Management team, E&D and CMAR Contractor to establish baseline production rate assumptions and standards for formulation of future cost estimates and schedule estimates.

- Work with CPRA/PMT to develop and align the work breakdown structure (WBS) which will be carried forward for future cost estimates.
- Work with CPRA/PMT to develop the format for the progressive estimates.

30% Design Milestone

The scope for this milestone will commence with an early 25% design snapshot provided by the Design Team. The ICE Contractor's estimate shall be a detailed estimate and shall be accompanied by a Basis of Estimate Report. An Estimate Variance Report will be produced by the ICE Contractor during this milestone. CPRA may request the ICE Contractor to assist in estimate reconciliation.

60% Design Milestone

The scope for this milestone will commence with an early 50% design snapshot from the Design Team. The ICE Contractor's estimate shall be detailed estimate and shall be accompanied by a Basis of Estimate Report. An Estimate Variance Report will be produced by the ICE Contractor during this milestone. CPRA may request the ICE to assist in estimate reconciliation.

90% Design Milestone

The scope for this milestone will commence with an early 80% design snapshot from the Design Team. The ICE Contractor's estimate shall be detailed estimate and shall be accompanied by a Basis of Estimate Report. An Estimate Variance Report will be produced by the ICE during this milestone. CPRA may request the ICE Contractor to assist in estimate reconciliation.

CPRA Optional Task: GMP Review

The CMAR Contractor will submit a Guaranteed Maximum Price (GMP) to CPRA after the 90% milestone. The ICE Contractor may be tasked by CPRA to provide independent estimating support during the process of GMP review and negotiation.

CPRA Optional Task: Cost Estimating Support during Construction

The CMAR Contractor is required to develop and utilize an "open book" accounting system during the Pre-Construction and Construction Phases of this project and to track and report the actual cost of construction work performed as compared to the Guaranteed Maximum Price (GMP) on a monthly basis. The CMAR Contractor may also be entitled to an equitable adjustment of the GMP in accordance with the terms of their contract. The ICE Contractor may be tasked by CPRA to provide independent estimating to support a cost reasonableness analysis of any work performed or proposed and/or the negotiation of any proposed adjustment to the GMP.

3.3 Constructability Review, Schedule Review and Value Engineering

The ICE Contractor will not be tasked with a full, independent constructability, schedule or value engineering review. However, the ICE Contractor may be asked to provide input on risks associated with the construction and proposal of any constructability or value engineering or scheduling comments that are evident during the course of the estimating work. CPRA does

expect that any comments and or recommendations that arise out of the estimating services related to these functions would be shared by the ICE Contractor.

3.4 Deliverables

Estimate

The ICE Contractor is expected to use commercial off-the-shelf (OTS) estimating software. The estimating software Sage Timberline®, MC2® and US Cost Success® are acceptable software to be used to create the construction cost estimate.

Basis of Estimate Report

Each estimate is expected to be accompanied by a Basis of Estimate (BOE) report. The BOE report is expected to include the following minimum components:

- Narrative including assumptions and clarifications
- WBS breakdown by facility, discipline, bid group or subcontract package
- Material quantity take offs
- Unit prices
- Labor and equipment rates
- Labor and equipment production rates
- Subcontractor costs
- Scope assumptions and clarifications
- Identification of long lead procurement items (equipment, materials and supplies)
- Mark Ups consistent with CMAR delivery
- Provide any market pricing received from material suppliers and/or subcontractors

Estimate Variance Report

In addition to the ICE Contractor’s estimates, an estimate will be provided by the Design Team and the CMAR Contractor at the 30%, 60% and 90% milestones. The ICE Contractor will be responsible for reviewing and comparing the three estimates and preparing a variance report at the 30%, 60%, and 90% milestones for CPRA to document, at a minimum, any significant differences between the estimates.

As part of this report, the ICE Contractor shall produce a narrative and chart showing the major cost changes and explaining the reasons for the change between the other estimates submitted at this phase. The amount of detail shown in this section of the variance report will be commensurate with the size, complexity, and severity or magnitude of the scope change. If the estimate requires a second resubmittal, the report may require updating.

ASTM E1804, “Standard Practice for Performing and Reporting Cost Analysis during the Design Phase of a Project,” outlines the correct way to display cost estimates. This following is an example of this specific format:

Division of Work	ICE Estimate	Estimate X	Variance Dollars	Variance Percentage
Sitework	\$250,000	\$275,000	+\$25,000	+9.1%
Concrete	\$525,000	\$475,000	-\$50,000	-10.5%

PART IV: EVALUATION

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

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

CRITERIA	MAXIMUM SCORE
1. Relevant Company Background and Experience	20
2. Staff Qualifications of Individuals Assigned to a Project	25
3. Approach and Methodology/Scope of Services	20
4. Hudson/Veteran Small Entrepreneurship Program	10
5. Cost	25
TOTAL MAXIMUM SCORE	100

4.1 Cost Evaluation

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

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

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

ATTACHMENT I: CERTIFICATION STATEMENT

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

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

A. Official Contact Name:

B. E-mail Address:

C. Phone Number with area code:

()

D. US Mail Address:

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 270 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 30 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

Signature of Proposer or
Authorized Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

ATTACHMENT II: REQUIRED RATE SCHEDULE

<u>Personnel</u>	<u>Personnel Rate</u>
Principal	\$ /hr
Project Manager	\$ /hr
Lead Estimator	\$ /hr
Structural Estimator	\$ /hr
Civil Estimator	\$ /hr
Mechanical Estimator	\$ /hr
Electrical Estimator	\$ /hr
Purchaser	\$ /hr
Project Assistant	\$ /hr

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

***Personnel Classification Description:**

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

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

Lead Estimator – Duties include, but are not limited to, providing senior level cost estimating services.

Structural Estimator – Duties include, but are not limited to, performing structural engineering cost estimating services tasks.

Civil Estimator – Duties include, but are not limited to, performing structural engineering cost estimating services tasks.

Mechanical Estimator – Duties include, but are not limited to, performing structural engineering cost estimating services tasks.

Electrical Estimator – Duties include, but are not limited to, performing structural engineering cost estimating services tasks.

Purchaser – Duties include, but are not limited to, performing assigned cost estimating tasks.

Project Assistant – Duties include, but are not limited to, the preparation of a wide range of written material (technical reports, presentations, etc.) for dissemination to technical and non-technical audiences.

ATTACHMENT III: SAMPLE CONTRACT

STATE OF LOUISIANA CONTRACT FOR CONSULTING SERVICES

BE IT KNOWN, that on this ____ day of _____, 2018, the **Coastal Protection and Restoration Authority**, State of Louisiana (hereinafter sometimes referred to as “CPRA”) <Contractor> domiciled at <address>, <city>, <state>, <zip> (hereinafter referred to as “Contractor”), do hereby enter into a contract under the following terms and conditions:

1. SCOPE OF SERVICES

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

2. GOAL

The CPRA, Design Team, CMAR Contractor, and ICE Contractor have a common goal to design and, if CPRA approves, construct a quality Project.

3. OBJECTIVES

The CPRA, Design Team, CMAR Contractor, and ICE Contractor are expected to commit, at all times, to cooperate, coordinate, collaborate and communicate fully with each other and with others involved in the Project, to proceed on the basis of trust, confidence, and good faith, and use their best skill and effort in their activities on the Project.

The CPRA, Design Team, CMAR Contractor, and ICE Contractor are collectively a team and individually team members committed to delivering a Project that meets CPRA’s needs, within CPRA’s budget, and within CPRA’s schedule, at a reasonable and appropriate cost to CPRA and with a reasonable and appropriate fee for the CMAR Contractor, Design Team, and ICE Contractor.

4. PERFORMANCE MEASURES

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

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

5. TERM OF CONTRACT

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

6. CONTRACT MONITOR

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

7. DELIVERABLES

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

8. COMPENSATION

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

9. NOTICE TO PROCEED

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

10. PAYMENT TERMS

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

Payment terms shall be negotiated with the successful Proposer.

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

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

Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work-hours using established billable rates mentioned above for the actual work performed on the Task Order.

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

Rate sheets will include a negotiated labor rate, and shall be inclusive of all costs associated with labor, overhead, administrative costs, software, account management, and any other costs associated with the provision of services (including, but not limited to, standard equipment, computers, field sampling supplies, office supplies, copies, cameras, personal protective equipment, and materials).

All outside expenses (third party charges, equipment and material rentals, etc.) will be reimbursed at cost. If a task requires specialized equipment or materials, the Contract Monitor or his designee may approve reimbursement at cost for such equipment or materials. Such approval must be granted by the Contract Monitor or his designee prior to the Contractor incurring these costs.

Travel shall be reimbursed in accordance with the State of Louisiana Policy and Procedure Memoranda (PPM) 49 – General Travel.

Compensation to the Contractor for services rendered in connection with this contract shall be Task Order based. Compensation to the Contractor for services rendered in connection with each Task Order shall be based on negotiated work-hours using “Required Rate Schedule” mentioned above for the actual work performed on the Task Order, time and materials or negotiated lump sum.

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

11. SUBSTITUTION OF KEY PERSONNEL

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

12. 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.

13. 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.

14. **INSURANCE**

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

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

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

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

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the Contract, Business Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage.

Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

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

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

15. CLAIMS FOR LIENS

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

16. TAXES

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

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

17. COST RECORDS

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

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract

period and for five (5) years from date of final payment under this Contract, for inspection by CPRA, Legislative Auditor and/or the Office of the Governor, Division of Administration auditors, and copies of thereof shall be furnished if requested.

18. OWNERSHIP

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

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

- A. Written permission must be sought from the CPRA, Project Support Manager prior to use of collected data/project information, for any of the publication purposes mentioned above.
- B. To obtain such permission a draft paper/presentation must be submitted to the Project Support Manager for review and approval prior to its release.
- C. In all such papers/presentations, CPRA (and others if appropriate) must be acknowledged as the source of funding for the data collection/project.

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

19. RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract unless required for a longer period in accordance with other applicable state or federal law. Records shall be made available during normal working hours for this purpose.

20. ASSIGNMENT

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the CPRA. This provision shall not be construed to prohibit the Contactor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to CPRA.

21. SUCCESSORS AND ASSIGNS

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

22. NO THIRD PARTY BENEFICIARY

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement.

23. CODE OF ETHICS

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

24. COMPLIANCE WITH STATE AND FEDERAL LAW

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

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

25. 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.

26. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM

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

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

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

27. CIVIL RIGHTS COMPLIANCE

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

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

28. 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 D, 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.

29. VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION

CPRA fully participates in and encourages contractor participation in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurs (sometimes referred to as "LaVets" and "SEs" respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurs (Hudson Initiative) entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible contractors are encouraged to become certified. Eligible contractors are also required to make it clear in their proposal that they are certified by attaching a certification document. Qualification requirements and online certification are available at <https://smallbiz.louisianaforward.com>.

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

30. 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.

31. CERTIFICATE OF DEBARMENT / SUSPENSION STATUS

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

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

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

Upon receipt of notice of suspension, debarment, or declaration that Contractor or its contractor(s) or any subcontractor(s) is/are ineligible to enter into contracts with any department or agency of the Federal Government or of the State of Louisiana, either prior to or after execution of this agreement, CPRA reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Contract pursuant to the terms of the article in this agreement entitled TERMINATION FOR CAUSE, or take such other action it deems appropriate under this Contract.

32. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act 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 are not appropriated.

33. TERMINATION FOR CAUSE

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

available to it under Louisiana law to terminate for cause upon the failure of the CPRA to comply with the terms and conditions of this Contract; provided that the Contractor shall give the CPRA written notice specifying the CPRA's failure and a reasonable opportunity for the CPRA to cure the defect.

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

34. TERMINATION FOR CONVENIENCE

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

35. CONTRACT CONTROVERSIES

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

36. 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.

37. 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.

38. ENTIRE AGREEMENT AND 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.

39. AGREEMENT APPROVAL

This Contract shall not be effective until it has been approved and signed by duly authorized representatives of both parties and until it has been approved by the Division of Administration, Office of State Procurement.

40. 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.

41. GOVERNING LAW

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

42. 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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of this _____ day of _____, 2018.

WITNESSES SIGNATURES:

Coastal Protection and Restoration Authority

Signature

By: _____

Executive Director

(Print Name)

WITNESSES SIGNATURES:

Contractor:

Signature

By: _____

(Print Name)

APPENDIX C
Coastal Protection and Restoration Authority
Monitoring Report

Date: _____

Contracting Party: _____ CPRA Contract No. _____

Project Title: _____

Invoice No. _____ Invoice Amount: _____

Total Invoiced to Date: \$ _____

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

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

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

IV. OTHER DISCUSSIONS OF SPECIAL NOTE:

Contracting Party _____ Date _____
(Printed Name)

Approval: _____ Date _____
CPRA Project Manager (Printed Name)

Approval: _____ Date _____
CPRA Contract Monitor (Printed Name)

APPENDIX D

DBE PROCUREMENTS MADE DURING QUARTER

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

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

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

¹Type of product or service codes:

1=Construction

2=Supplies

3=Services

4=Equipment

ATTACHMENT IV: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Vendor Payment solution (EVP) or Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or **ONLY** one (1) of the following options: EVP or EFT. You may indicate your acceptance below.

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

For all statewide and agency term contracts:

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

EVP method converts check payments to a Visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information. Charges may apply.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at:

<http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf>.

To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at: <http://www.doa.la.gov/Pages/osrap/Forms/Forms.aspx> and <http://www.doa.la.gov/OSRAP/EFTforWebsite.pdf>

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already enrolled</u>
	_____	_____

Choose **ONLY** One (1) of the following options:

Payment Type	Will Accept	Already enrolled
EVP	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual