



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

REQUEST FOR PROPOSALS  
FOR  
**PROFESSIONAL LAND SERVICES**

RFP #: 2503-15-35

PROPOSAL DUE DATE/TIME: JULY 31, 2015 3:00 PM

**JULY 1, 2015**

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## **1 GENERAL INFORMATION**

### **1.1 Purpose and Background**

This Request for Proposal (RFP) is issued by the Coastal Protection and Restoration Authority (CPRA) (herein referred to as the State) for the purpose of providing professional land services for the CPRA for coastal protection and restoration projects on a project-by-project basis throughout the coastal parishes of Louisiana.

Additional information regarding the purpose and background of this RFP can be found in Attachment I: Scope of Services.

### **1.2 Scope of Services**

Attachment I details the scope of services and deliverables or desired results that the State requires of the Contractor.

### **1.3 Blackout Period**

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

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

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

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

1. A protest to a solicitation;
2. Duly noticed site visits and/or conferences for bidders or proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters shall include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

## 2 ADMINISTRATIVE INFORMATION

### 2.1 Term of Contract

It is the intention of this RFP to award up to four (4) contracts based on highest scores. The period of any contract resulting from this RFP is tentatively scheduled to begin on or about September 1, 2015 and to continue through August 31, 2018. In no event shall the term of the contract exceed 36 months.

### 2.2 Pre-proposal Conference

A pre-proposal conference will be held on July 20, 2015 at 3:00 PM in the 11<sup>th</sup> Floor Conference Room, Chase Tower North, located at 450 Laurel Street, Baton Rouge, LA 70801. The purpose of this conference is for proposers to obtain clarification on the requirements of the RFP and to receive answers to relevant questions. Attendance at the conference is not mandatory. However, any firm intending to submit a proposal is encouraged to have at least one duly authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Therefore, potential proposers should submit all questions in writing even if an answer has already been given to an oral question. After the conference, questions will be researched and the official response will be distributed in writing and/or posted on the Internet at <http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>, [www.dnr.louisiana.gov/contracts](http://www.dnr.louisiana.gov/contracts), and <http://coastal.la.gov/resources/doing-business-with-cpra/contracts-and-grants/>.

### 2.3 Proposer Inquiries

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

David Guidry  
Department of Natural Resources  
P.O. Box 94396  
Baton Rouge, LA 70804  
Phone: 225-219-1360  
Fax: 225-342-8700  
Email: DNRprocurement@la.gov

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

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

Only David Guidry, RFP Coordinator, has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

## 2.4 Definitions

TERM	DEFINITION
Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
Contractor	A firm or individual who is awarded a contract
Proposal	A response to an RFP
Proposer	A firm or individual who responds to an RFP
RFP	A request for proposals
Shall, Must, or Will	Denotes mandatory language; a requirement that must be met without alteration
Should, Can, or May	Denotes desirable, non-mandatory language
State	The State of Louisiana
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DOA	Division of Administration
OSP	Office of State Procurement

## 2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	7/1/15
Pre-proposal Conference	7/20/15 3:00 PM
Deadline for receipt of Written inquiries	7/22/15 3:00 PM
Issue responses to written inquiries	7/24/15
Deadline for receipt of proposals	7/31/15 3:00 PM
Announce award of contractor selection	8/21/15

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

### 3 PROPOSAL INFORMATION

#### 3.1 Minimum Qualifications of Proposer

The proposer must have at least one staff member or subcontractor with at least one person who has the following levels of experience, prior to the deadline for receipt of proposals:

- Bachelor's degree and two (2) years of professional experience as a landman/right-of-way agent, **OR** four (4) years of professional experience as a landman/right-of-way agent.

#### 3.2 Determination of Responsibility

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

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

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

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

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

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

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

##### 3.2.1 Right to Prohibit Award

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

#### 3.3 RFP Addenda

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

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

### **3.4 Waiver of Administrative Informalities**

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

### **3.5 Proposal Rejection/RFP Cancellation**

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

### **3.6 Withdrawal of Proposal**

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

### **3.7 Subcontracting Information**

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

If a 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 performed under its contract.

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

### **3.8 Ownership of Proposal**

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

### **3.9 Proprietary Information**

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

### **3.10 Cost of Preparing Proposals**

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations,



and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

### **3.11 Errors and Omissions in Proposal**

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to minor errors identified in proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

### **3.12 Contract Award and Execution**

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

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

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

The selected Proposer(s) shall be expected to enter into contract(s) that are the same as the sample contract included in Attachment III. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm may wish to propose to the standard contract format. Negotiations may begin with the announcement of the selected Proposer(s).

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

### **3.13 Code of Ethics**

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

## **4 RESPONSE INSTRUCTIONS**

### **4.1 Proposal Submission**

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

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

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

The State requests that one (1) original and four hard copies of the proposal **shall** be submitted to the RFP Coordinator at the address specified. Submittals should include one (1) electronic version of the proposal (i.e. flash drive/CD). At least one (1) copy of the proposal **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.

#### **4.2 Proposal Format**

Proposers should respond to this RFP with Volume I, Technical Proposal and an easily removable Cost Proposal. Proposers shall also include a separate Volume II containing Financial Information as described in Section 5.0 (B).

#### **4.3 Cover Letter**

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

#### **4.4 Technical and Cost Proposal**

Proposals should be submitted as specified in Section 5, and should include sufficient, detailed information to satisfy the evaluation criteria that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

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

#### **4.5 Certification Statement**

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

### **5 PROPOSAL CONTENT**

#### **A. VOLUME I. TECHNICAL AND COST PROPOSAL (ONE ORIGINAL, FOUR COPIES AND ONE ELECTRONIC VERSION)**

1. The Proposer shall complete and sign the attached Certification Statement (ATTACHMENT II).
2. Table of Contents: Proposals should include a paginated table of contents to facilitate locating the information included.
3. Abstract: Proposals should include a concise abstract of about 250 words stating the proposer's overview of the project and the proposed method of implementation.

4. Approach and Methodology: This section should be presented in as much detail as practical and include the following:
  - a. This section should present a detailed statement of the methodology to be utilized to carry out each task listed in Attachment I, Section III and a precise description of the deliverables to be received by the State as end products of the services rendered.
  - b. Project Organization and Management: This subsection should include the project team proposed for this work (identification of persons assigned to individual tasks), and the function and responsibilities of subcontractors.
  - c. The proposer should provide an explanation of any additional tasks to be performed which are deemed necessary by the proposer for successful project completion; explanation of deviation from and/or deletion of any tasks listed in Attachment I, SOS.
5. Personnel Qualifications: This section should contain a list of personnel to be used on this project and their qualifications. Resumes, including education, background, accomplishments and any other pertinent information, should be included for each of the key personnel (including subcontractors) to be assigned for direct work on the project. Proposers should provide an organizational chart and copies of any licenses applicable to staff classifications. The proposer shall describe its ability to meet or exceed the minimum qualifications in 3.1.
6. Relevant Company Experience: This section should include the proposer's and subcontractor(s)' experience which is relevant to the proposed project including company and privately-sponsored work, a representative list of current governmental contracts in this and related fields, and/or such contracts completed in the recent past, including dollar amount of contract, title, sponsoring agency, contract number, name and telephone number of contracting officer.
7. Subcontractors: Persons who are not full time employees of the proposer shall be considered as subcontractors. All subcontractors necessary to conduct the work must be identified, including the percentage of project to be accomplished. For subcontractor(s) or Contracting Party(s), the proposer should include letters of agreement to undertake their portion of the proposed project.
8. Insurance: The proposal should include a certificate of insurance as proof that proposer has in effect limits of insurance required by Attachment III, Sample Contract. If selected as a contractor, the proposer shall provide certificates of insurance as proof of coverage at the time of contract negotiation.

9. Cost Proposal:

The Proposer shall provide an hourly rate for each of the staff classifications listed below. A fee schedule containing the following information **MUST** be submitted:

<b><u>Rate (\$/hour)</u></b>	<b><u>Staff Classification*</u></b>
\$ _____ /hr	Principal
\$ _____ /hr	Project Manager
\$ _____ /hr	Sr. Landman
\$ _____ /hr	Landman
\$ _____ /hr	Sr. Right of Way Agent
\$ _____ /hr	Right of Way Agent
\$ _____ /hr	Sr. Negotiator
\$ _____ /hr	Negotiator
\$ _____ /hr	Abstractor
\$ _____ /hr	Real Estate Appraiser/Review Appraiser**
\$ _____ /hr	Business Valuation Consultant/CPA
\$ _____ /hr	GIS/Landrights Mapping Technician/Services
\$ _____ /hr	Relocation Assistance (Uniform Act/Displaced Persons)
\$ _____ /hr	General Construction Cost Consultant (Building/Equipment)
\$ _____ /hr	Environmental Specialist (Phase I)
\$ _____ /hr	Surveyor Manager/PLS Principal
\$ _____ /hr	Survey Party Chief
\$ _____ /hr	Field Survey Crew
\$ _____ /hr	GIS/CADD Survey Technician
\$ _____ /hr	Expert Witness/Testimony
\$ _____ /hr	Administrative Support Staff (General)

\*Examples of job duties for each staff classification can be found in Attachment I: Scope of Services.

\*\*For requirements to fulfill these services please see Attachment I: Scope of Services, Section III, Item 5.

The proposer shall provide an hourly rate for each of the staff classifications listed above. Proposals that contain rate ranges, verbiage, blanks or additional/modified personnel categories shall be disqualified. The hourly rates shall be inclusive of any and all costs, including labor, overhead, lodging, travel, mileage, per diem, software, account management, office copies, telephone charges, and any other costs related to provision of services (including but not limited to computers, supplies, office supplies, cameras, personal protective equipment, etc.). If a task requires specialized equipment, materials, large printing jobs, specialized printing of maps, survey maps or acquisition plats, the State Contract Manager or his/her designee may approve reimbursement at cost for such expenses. Such approval must be obtained from the State Contract Manager or his/her designee in writing prior to the contractor incurring these costs in order for the cost to be reimbursable.

**PROPOSALS THAT DO NOT CONTAIN RATES FOR EACH STAFF CLASSIFICATION ABOVE SHALL BE DISQUALIFIED. PROPOSERS SHALL NOT ADD OR MODIFY ANY CLASSIFICATIONS.**

**B. VOLUME II. FINANCIAL INFORMATION (SEPARATE VOLUME) (1 COPY)**

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

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

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

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

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaforward.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) [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](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://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Small E, VSE, or DVSE.

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

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

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

## **6.0 EVALUATION AND SELECTION**

### **6.1 Proposal Review Committee**

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

### **6.2 Administrative and Mandatory Screening**

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

### **6.3 Clarification of Proposals**

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

### **6.4 Oral Presentations/Discussions May be Required**

Not applicable to this solicitation.

## 6.5 Evaluation and Review

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

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
1. Approach and Methodology	30
2. Relevant Company Experience, Performance & Personnel Qualifications	30
3. Cost	30
4. Hudson/Veteran Small Entrepreneurship Program	10
<b>TOTAL SCORE</b>	<b>100</b>

### Cost Evaluation:

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

For cost evaluation purposes, all hourly rates shall be averaged. The proposer with the lowest personnel fee schedule average (LPFSA) will receive 30 points. All other proposals will be rated by multiplying the maximum possible points (30) by a fraction that consists of the lowest cost as numerator and cost proposal (CP) being evaluated as denominator.  $CR = (LPFSA/CP * 30)$

The Proposal Review Committee will 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.

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

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

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

#### Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points



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

**6.6 Announcement of Contractor**

The Proposal Review Committee will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposers with the highest scores. Up to 6 contracts may be awarded, based upon the highest scoring proposals.

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

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq.), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any proposer aggrieved by the proposed award has the right to submit a protest in writing 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 is subject to the approval of the Division of Administration, Office of State Procurement (OSP).

**7 SUCCESSFUL CONTRACTOR REQUIREMENTS**

**7.1 Corporation Requirements**

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

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

**7.2 Billing and Payment**

Billing and payment terms are detailed in Appendix D of the Sample Contract (Attachment III).

**7.3 Confidentiality**

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





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

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Coastal Protection and Restoration Authority.

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

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## **ATTACHMENT I: SCOPE OF SERVICES**

### **I. Introduction and Background**

The Coastal Protection and Restoration Authority (CPRA) is seeking well qualified individuals or businesses to provide professional land services throughout the coastal parishes of Louisiana. Contractor shall provide services including but not limited to: the development and submission of preliminary landrights maps (from a Tobin base, tax assessor, clerk of court or other ownership maps), compiling a list of landowners within a designated project area, compiling abstracts, providing real property appraisals, assisting in expropriation proceedings, relocation assistance, contacting land owners to gather and disseminate information, sending out servitude agreements, negotiating final agreements, and obtaining signatures (in the field) from landowners. **CPRA reserves the right to select multiple Contracting Party(s) based upon its needs and the Contracting Party(s) ability to fulfill all of the services listed in Section III below. If multiple contracts are awarded, CPRA reserves the right to choose among those contractors the contractor best suited to perform each specific task order.**

CPRA will provide to Contractor a site location map showing the approximate location and size of each project assigned, along with a specific task order providing detailed instructions for the project. CPRA will also designate a Contract Manager (or Contract Manager's "designee") who will coordinate throughout the full contract period between the Contractor and the CPRA Contract Manager for each project assigned. Any technical information pertaining to specific project features, project maps, plans and specifications, or monitoring plans which are required by the Contractor to successfully accomplish the tasks below will be provided by the CPRA Project Manager through the Contract Manager upon the request of the Contractor.

### **II. Performance of Task Order**

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

### **III. Scope of Work**

Contractor shall name a Project Manager for each project to implement the contract and coordinate professional land services.

Contractor shall provide the following services:

1. Landrights Work Maps - CPRA may request preparation of Preliminary Landrights maps from a Tobin base, tax assessor, clerk of court and/or other ownership maps) Preparation of detailed landrights maps may be also be requested by CPRA.

2. List of Landowners within a Project Area - Compile an accurate list from current tax assessor and/or clerk of court records and information, including address and telephone number(s). If not reflected in the public records, the Contractor shall search and review public records regarding previous instruments filed of public record, contact representatives or designated parties of identified tracts for confirmation of landowner information, and/or obtain information through various search engines associated with the Internet/World Wide Web.
3. Title Reports - Prepare various forms of title reports in accordance with the CPRA Land Title Guidelines for Coastal Restoration Projects which CPRA will supply to the Contractor. Title research includes surface and limited mineral ownership as fully described in said guidelines.
4. Abstract of Title – Prepare abstracts of title in order to provide a complete title history of real property so a title opinion can be rendered by an attorney if needed.
5. Real Property Appraisals – Prepare and provide real property appraisals to establish fair market value for purchase of real property and/or real property interest, using National Uniform Standards of Professional Appraisal Practice (USPAP), and in accordance with all applicable State and Federal laws and regulations. \*Appraisers must be familiar with both State and Federal methods of appraising. Should a project necessitate the need for expert testimony by the Contractor (s), in the event of expropriation or dispute over fair market value, such testimony may necessitate giving a deposition or testimony in court. The services of three (3) appraisers will be required, one of whom will be a review appraiser. Such third appraiser may be assigned/tasked out separately by CPRA.  
  
\* These tasks, where applicable and as directed by CPRA, will be conducted pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, Public Law 91-646, as amended, 42 U.S. Code Chapter 61; the Uniform Regulations contained in 49 C.F.R. Part 24; and/or all other applicable State and Federal laws and regulations.
6. Expropriation – Assist and consult in expropriation proceedings, including expert witness services and testimony by deposition or in court, should the need arise, and if so directed by the Contract Manager (excludes legal counsel).
7. Relocation and/or Relocation Assistance – Assistance, including but not limited to, the relocation of displaced persons, businesses, utilities, pipelines, if the need arises, and if so directed by the Contract Manager pursuant to all State and Federal laws.
8. Landowner Contact - Contact landowners within project areas to inform them of the project, to discuss and negotiate the servitude and/or purchase agreements, and to gather personal data including marital status, addresses, email addresses and social security numbers.

9. Documents - Obtain properly executed document(s) from landowners, with “authority to sign documentation” if required or directed by CPRA Contract Manager.
10. Tax and/or Mortgage Certificates or Evidence Thereof - Obtain tax and/or mortgage certificates or provide evidence of them from the parish records for each tract in an assigned project area, if so directed by CPRA Contract Manager.
11. Curative Work - Perform title curative work, if so directed by CPRA Contract Manager.
12. Certification/Recordation - Assist in final processing and distribution of documents certified by parish Clerk of Court.
13. Database Research and Mapping - If so directed by CPRA Contract Manager, Contractor shall compile landowner information and property descriptions in a format provided by the Contract Manager for inclusion in the CPRA Landowner Database and Mapping System. Input of this data by the Contractor may be required, and in such cases, database entry training shall be provided by the Contract Manager.
14. Complete Landrights Package - If so directed by the CPRA Contract Manager, Contractor shall provide a complete landrights package for a specific project(s) which will include all land work activities from start to finish and required landrights documents necessary to secure landrights to enable or expedite project construction. Such work may include, but is not limited to, title work and title curative work, abstracting, review of title opinions, appraisals (see #5 above), both state and federal method of appraisal, relocations and relocation assistance (relocations and relocation assistance shall be pursuant to all State and Federal laws), environmental assessment (EA) examination, property and parcel surveys, negotiations with property owners, expropriation, and preparation of purchase and sale documents. All work for the purchase and/or expropriation of real property shall be pursuant to Public Law 91-646, as amended and/or all other applicable State and Federal Laws. The Contractor may represent CPRA staff at governmental meetings as directed by CPRA. All work shall be performed by the Contractor with minimal direct oversight from the CPRA Contract Manager.

**IV. Project Schedule, Specific Deliveries of Land Services Documents and Reports**

1. Estimated Time Schedules and Estimated Budget - For each assigned project, the Contractor shall, in consultation with CPRA Contract Manager, submit an estimated time schedule and estimated budget encompassing land services activity from title research to document recordation for review and coordination with CPRA project team members.
  
2. Monthly Monitoring Reports – Contractor shall report progress on each on-going task to CPRA through use of Monthly Monitoring Reports (Appendix C of the Sample Contract) and shall support all invoices with the appropriate documentation. All invoices shall be submitted to the CPRA Contract Manager or as directed by the Contract Manager, in accordance with guidelines and specifications of CPRA. Contractor may be asked to submit interim reports (i.e. weekly or bi-weekly) as directed by CPRA.
  
3. Deliverables - Contractor shall provide to the CPRA Contract Manager the specific deliverables related to each task outlined in the Scope of Work upon the completion of each task. However, all executed servitude agreements shall be submitted to the CPRA Contract Manager immediately upon completion by the landowner(s). Contractor may be involved in the recordation, certification, and distribution process, if so directed by the CPRA Contract Manager. All deliverables, prior to delivery to CPRA, shall be quality checked and certified by the Contractor.

**The Contractor shall provide the following staff classifications that will include, but will not be limited to, the following responsibilities:**

<b>Staff Classification</b>	<b>Example of Responsibilities</b>
Principal	Responsible for overall quality management and coordination of activities performed under the contract.
Project Manager	Responsible for project oversight, coordination, schedule, budget and QA/QC of deliverables.
Sr. Landman	Directs and coordinates land acquisition activities in the field with counter parts and/or lower level personnel. Reports to Project Manager. Supports all land acquisition activities for the project.
Landman	Conducts land acquisition field activities as directed by the Sr. Landman or Project Manager, in support of the project.

Sr. Right of Way Agent	Directs and coordinates right-of-way acquisitions as necessary for the project with counter parts and/or lower level personnel.
Right of Way Agent	Conducts field work for right-of-way acquisition necessary for the project.
Sr. Negotiator	Oversees, documents and negotiates acquisition proposals by the negotiator or other personnel as directed by the State or Project Manager and ensures compliance with State and Federal requirements.
Negotiator	Carries out negotiations on acquisitions as necessary and directed by Sr. Negotiator, Sr. Right of Way Agent, Landman or Project Manager or the State.
Abstractor	Conducts field activities primarily, including but not limited to, research in the Courthouse to compile all documents affecting land title history on property affecting a project.
Real Estate Appraiser / Review Appraiser**	Appraises real estate where the real estate is being acquired for a project. May also preform reviews of appraisals to ensure compliance with all State and Federal Acquisition Requirements (Yellow Book).
Business Valuation Consultant/CPA	Valuates businesses that may be affected by a project, including relocation.
GIS / Landrights Mapping Technician / Services	Provides maps and drawings of the project area showing ownership of individual parcels of property. May be required to make exhibits for negotiations, displays and agreements.
Relocation Assistance (Uniform Act/Displaced Persons)	Includes work with property owners, renters or others that may need to be relocated from a business or home when such property is needed for a project. Work/assistance must be in compliance with the Federal Uniform Relocation Assistance Act.
General Construction Cost Consultant (Building / Equipment)	Provides consulting and advise by conducting cost evaluations on buildings, other structures and equipment when relocation may be necessary.
Environmental Specialist (Phase I)	Conducts, if so requested by the State, a Phase I environmental examination of property being acquired for a project.
Surveyor Manager / PLS Principal	Responsible for overall quality management and coordination of survey activities performed under the contract. Ensures the accuracy of all plat prepared for acquisition.



Survey Party Chief	Responsible for the project survey oversight, coordination, schedule, budget and QA/QC of deliverables. Works in the field to ensure all survey is in compliance with up to date current survey standards
Field Survey Crew	Works in the field as support to the Survey Party Chief in performing the surveying that is required.
GIS/CADD Survey Technician	Preparation of survey maps and acquisition plats in compliance with surveying standard in order to be stamped by the Professional Land Surveyor (PLS).
Expert Witness / Testimony	Testimony as an expert witness or at a deposition by any of the above staff at legal proceedings. Rate is increased to cover the additional preparation required.
Administrative Support Staff (General)	Conducts general office work, typing, copying, preparation of documents and mailing in support of the activities of the firm.

\*\*For requirements to fulfill these services see Attachment I: Scope of Services, Section III, Item 5.

**ATTACHMENT II: CERTIFICATION STATEMENT**

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

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

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: ( ) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

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

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

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

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE of Proposer's Authorized Representative

\_\_\_\_\_  
DATE





## ATTACHMENT III: SAMPLE CONTRACT

### STATE OF LOUISIANA CONTRACT FOR CONSULTING SERVICES

ON THIS \_\_\_\_day of \_\_\_\_\_20\_\_, the Coastal Protection and Restoration Authority (CPRA) of the State of Louisiana, hereinafter sometimes referred to as the "State", and <contractingparty> officially domiciled at <address>, <city>, <state> <zip> hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

#### 1. SCOPE OF SERVICES

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

#### 2. GOAL

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

#### 3. OBJECTIVES

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

#### 4. PERFORMANCE MEASURES

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

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

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

#### 5. CONTRACT MONITOR

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

## **ATTACHMENT III: SAMPLE CONTRACT**

- (1) A Monitoring Report shall be submitted by the Contracting Party with each invoice for payment on Form DNR-PR (Appendix C).
- (2) A final summary report shall be submitted by the Contracting Party on Form DNR-PR (Appendix C) with the final invoice for payment.

### **6. DELIVERABLES**

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

### **7. SUBSTITUTION OF KEY PERSONNEL**

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

### **8. TERM OF CONTRACT**

The term for the fulfillment of services to be performed pursuant to this contract shall be from <begin\_date> through <end\_date>.

### **9. STATE FURNISHED RESOURCES**

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

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

### **10. TAXES**

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

## **ATTACHMENT III: SAMPLE CONTRACT**

### **11. PAYMENT TERMS**

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

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

Payment shall be made in accordance with the rates in Appendix B (Proposal).

### **12. TERMINATION FOR CAUSE**

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

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

### **13. TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) calendar days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **14. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

## ATTACHMENT III: SAMPLE CONTRACT

### 15. INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless

### **ATTACHMENT III: SAMPLE CONTRACT**

otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

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

#### **15. REMEDIES FOR DEFAULT**

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

#### **16. FUND USE**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

#### **17. ASSIGNMENT**

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

#### **18. AUDITORS**

It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, the Office of the Louisiana Inspector General, and/or Division of Administration auditors shall have the authority to audit all records and accounts of the Contractor which relate to this Agreement in accordance with La. R.S. 24:513. The period of retention shall be for no less than three (3) years from the date of the last payment made under this contract, unless any task is funded with money from CDBG in which case the period shall be for no less than five (5) years.

#### **19. CONTRACT MODIFICATION**

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

## **ATTACHMENT III: SAMPLE CONTRACT**

### **20. CONFIDENTIALITY OF DATA**

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

### **21. SUBCONTRACTORS**

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

### **22. HUDSON & VETERANS INITIATIVES**

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

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

## **ATTACHMENT III: SAMPLE CONTRACT**

### **23. COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

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

### **24. DISADVANTAGED BUSINESS ENTERPRISES**

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

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

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

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



## **ATTACHMENT III: SAMPLE CONTRACT**

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

### **25. INSURANCE**

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

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

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

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

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

**Insurance Covering Special Hazards:** Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein



## **ATTACHMENT III: SAMPLE CONTRACT**

elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

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

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

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

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

### **26. APPLICABLE LAW**

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

### **27. CODE OF ETHICS**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the 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.

### **28. CERTIFICATE OF DEBARMENT/SUSPENSION STATUS**

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

### **ATTACHMENT III: SAMPLE CONTRACT**

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

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

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

#### **29. SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

#### **30. COMPLETE CONTRACT**

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

#### **31. ENTIRE AGREEMENT & ORDER OF PRECEDENCE**

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

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

#### **32. DISPUTES**

Before any party to this Contract may bring suit in any court concerning any issue relating to this Contract, such party must first seek in good faith to resolve the issue through negotiation or other

### **ATTACHMENT III: SAMPLE CONTRACT**

forms of non-binding alternative dispute resolution mutually acceptable to the parties. The exclusive venue for any suit arising out of this Contract shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

#### **33. COMPLIANCE WITH STATE AND FEDERAL LAW**

The Contractor and any subcontractors must comply with applicable Federal labor laws covering non-Federal construction, including but not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 USC 327 et seq.) and the Copeland Anti-Kickback Act (formerly 40 USC 276a et seq.). Contractor further agrees, in the case of any equipment and/or product authorized to be purchased under this Contract, to comply with the Buy American Act 41 USC 8301-8305 (formerly 40 USC 10a-10c).

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

#### **34. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITIES:**

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

#### **35. OWNERSHIP OF DOCUMENTS:**

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

#### **36. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM**

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

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

**ATTACHMENT III: SAMPLE CONTRACT**

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

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

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

WITNESSES:	<officehead>, TITLE
	CPRA
_____	_____
_____	_____
	<b>&lt;contracting_party&gt;</b>



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**APPENDIX C  
Coastal Protection and Restoration Authority  
Monthly Monitoring Report**

Date \_\_\_\_\_ Contractor: \_\_\_\_\_ Contract No. \_\_\_\_\_

Contract Title: “Professional Land Services”

Project No:

Project Name: \_\_\_\_\_ Invoice No. \_\_\_\_\_ Invoice Amount: \_\_\_\_\_

Total Contract Amount: \_\_\_\_\_ Balance: \_\_\_\_\_ Total Invoiced to Date: \_\_\_\_\_

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

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

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

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

**D. Actual Costs Incurred**

**E. Fee Schedule**

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

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

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

1. Nature of problems encountered:

2. Remedial action taken or planned:

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

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4. Likely impact upon achievement:

**III. DELIVERABLES:**

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

Contracting Party

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

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

CPRP Project Manager

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### APPENDIX D

#### Coastal Protection and Restoration Authority Instructions for Submitting Invoices

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

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

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

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

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APPENDIX E  
DBE PROCUREMENTS MADE DURING QUARTER

Procurement Made By	Business Enterprise		S Value of Procurement	Date of Award MM/DD/YY	Type of Product or Service <sup>1</sup> (Enter Code)	Name/Address of DBE Contractor or Vendor
	Recipient	Other				

<sup>1</sup>Type of product or service codes:  
1 = Agriculture  
2 = Mining  
3 = Construction  
4 = Manufacturing  
5 = Transportation  
6 = Wholesale Trade  
7 = Retail Trade  
8 = Finance, Insurance, Real Estate  
9 = Services  
a = Business Services  
b = Professional Services  
c = Repair Services  
d = Personal Services  
10 = Other





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**APPENDIX F  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMPLIANCE PROVISIONS  
FOR  
PROFESSIONAL SERVICES CONTRACTS**

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5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
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### 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause) (applicable to contracts and subcontracts above \$10,000)

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided,

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however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

### 2. **CERTIFICATION OF NONSEGREGATED FACILITIES** (applicable to contracts and subcontracts over \$10,000)

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

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

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

### 3. **CIVIL RIGHTS**

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

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

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age

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under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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

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

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

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or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

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

### 8. AGE DISCRIMINATION ACT OF 1975

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

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

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

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

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

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



## ATTACHMENT III: SAMPLE CONTRACT

requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

### 10. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

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

### 11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

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

### 12. INSPECTION

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

### 13. REPORTING REQUIREMENTS

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



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### 14. CONFLICT OF INTEREST

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

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

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

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

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

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. Contractors shall incorporate foregoing requirements in all subcontracts.

### 16. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

## ATTACHMENT III: SAMPLE CONTRACT

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

### 17. COPYRIGHT

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

### 18. TERMINATION FOR CAUSE

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

### 19. TERMINATION FOR CONVENIENCE

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

### 20. ENERGY EFFICIENCY

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

## ATTACHMENT III: SAMPLE CONTRACT

### 21. SUBCONTRACTS

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

### 22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

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

### 23. BREACH OF CONTRACT TERMS

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

### 24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

### 25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of

## ATTACHMENT III: SAMPLE CONTRACT

the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

### 26. PERSONNEL

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

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

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

### 27. ANTI-KICKBACK RULES

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

### 28. ASSIGNABILITY

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

### 29. INTEREST OF CONTRACTOR

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

## ATTACHMENT III: SAMPLE CONTRACT

### 30. POLITICAL ACTIVITY

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

### 31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

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

### 32. DISCRIMINATION DUE TO BELIEFS

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

### 33. CONFIDENTIAL FINDINGS

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

### 34. LOBBYING

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

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