

STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR
RFP Solicitation No. 3000002412

LOOP Environmental Monitoring

Statewide

February 7, 2014

Proposal Submission Deadline:
Thursday, March 13, 2014 by 3:00 p.m. CST

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1.0 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Louisiana Department of Transportation and Development (herein referred to as the DOTD) for the purpose of issuing an Environmental Monitoring Contract to conduct surveys to identify whether the LOOP pipeline or its associated facilities are having an adverse effect on the environment.

One Prime-Contractor (Contractor) shall be selected for this contract. The Contractor shall not subcontract the specified services without prior written approval of DOTD.

1.2 Background

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified Proposers who are interested in providing Contractor Services for LOOP Environmental Monitoring to the State of Louisiana, Department of Transportation and Development.

The LOOP pipeline system connects the offshore marine terminal to the Clovelly Salt Dome oil storage facility and LOCAP Inc. on the Mississippi River at St. James, Louisiana. It consists of 159 km (99miles) of pipeline that traverse all major wetland types varying from salt, brackish, intermediate and fresh marshes to swamp forest. Since the construction of the Louisiana Offshore Oil Port (LOOP) in 1981, there has been a statutory requirement that an Environmental Monitoring Program (EMP) be conducted to detect any adverse impact the pipeline, or its associated facilities, may have on the environment. Environmental monitoring has been conducted continuously since construction of the facility, and this RFP invites proposals to conduct monitoring for the period 2014-2017.

1.3 Scope of Services

The surveys to be conducted include a Beach Elevation Survey, a Beach Vegetation Survey, and a Land Loss and Habitat Change Survey.

Attachment 1 details the scope of services and deliverables.

1.4 Performance Goals and Measures

Goals and Objectives:

1. Acquire data that will allow identification of changes in the environment in the vicinity of the pipeline or its inland operational facilities, relative to changes in control areas unaffected by the pipeline
2. Analyze the data to detect any changes in the environment that could be attributed to the pipeline or its associated facilities
3. Maintain sufficient data to determine the cause or causes of environmental damage or alterations, including events such as tropical storms or hurricanes, so that responsibility can be properly placed and corrective action taken as soon as possible, and
4. Retain sufficient historical information to identify the long and short-term impacts of the Deep Water Port.

Performance Measures:

The performance of the contract will be measured by the DOTD Project Manager authorized on behalf of the DOTD to evaluate the contractor's performance against the criteria in the Scope of Services which includes but not limited to Task 1- Task 4 listed below.

- Task 1. Conduct Beach Elevation Survey in May 2014, 2015, 2016
- Task 2. Conduct Beach Vegetation Survey in 2015
- Task 3. Conduct Land Loss and Habitat Change Survey
- Task 4. Provide monitoring and analysis after catastrophic events as requested by DOTD/LOTA

1.5 Monitoring Plan

The Executive Director of Louisiana Offshore Terminal Authority (LOTA) will monitor the services provided by the contractor and the expenditure of funds under this contract. The Executive Director of LOTA will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance.

1.6 Project Manager

A Project Manager has been named and that information will be provided to the Contractor.

2.0 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **April 1, 2014** and to end on **March 31, 2017**. The DOTD has the right to contract for up to thirty-six (36) months upon appropriate approvals.

DOTD reserves the right to cancel Contract for causes detailed in Attachment III, Sample Contract.

2.2 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION

2.3 Proposer Inquires

Written questions regarding RFP requirements or Scope of Services must be submitted by **Fax to 225-379-1857** or **Email contractservices@la.gov** addressed to the RFP Coordinator as listed below.

Mr. Alan Dale, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245

Baton Rouge, Louisiana 70804-9245

Telephone: (225) 379-1989

Fax: 225-379-1857

contractservices@la.gov

This RFP is available in electronic form at

<http://webmail.dotd.state.la.us/AgreStat.nsf/WebView?OpenPage> and

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

or in printed form by submitting a written request to the RFP Coordinator.

The DOTD 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. *DOTD's email computer server clock will be considered the official time/date on email inquiries.* The DOTD reserves the right to modify the RFP should a change be identified that is in the best interest of the DOTD.

Any and all questions directed to the RFP Coordinator shall be deemed to require an official response. Official responses to each of the questions presented by the proposer shall be posted on the DOTD Consultant Contract Services

<http://webmail.dotd.state.la.us/agrestat.nsf/WebAddendums?OpenPage>

and LaPAC websites

<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

as an Addendum to the RFP by the deadline shown in the Schedule of Events.

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

2.4 Definitions

- A. Mandatory Requirements – The terms “shall”, “will”, and “must” denote mandatory requirements.
- B. Permissible Action – The terms “should”, “can” and “may” denote an advisory or allowable action.
- C. 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.
- D. Contractor-the successful proposer who is awarded a contract.
- E. Proposer-an individual or organization submitting a proposal in response to an RFP.
- F. VHI - Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation
- G. LOTA – Louisiana Offshore Terminal Authority
- H. LOOP - Louisiana Offshore Oil Port (LOOP)
- I. EMP – Environmental Monitoring Program

2.5 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	February 7, 2014
Deadline for receipt of written inquiries	February 13, 2014
Issue responses to written inquiries	February 24, 2014
Deadline for receipt of proposals	March 13, 2014
Announce award of contractor selection	March 26, 2014(on or about)
Contract execution	March 31, 2014 (on or about)

NOTE: DOTD reserves the right to amend and/or change this schedule of RFP events, as it deems necessary.

3.0 PROPOSAL INFORMATION

3.1 *Desired Qualifications of Proposer*

Proposers should have, prior to the deadline for receipt of proposals, a minimum of:

The ability to demonstrate a thorough understanding and knowledge of vegetation land loss and habitat analysis; shoreline elevation and vegetation analysis; and marine estuarine and ecological analysis.

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. DOTD 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 DOTD 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 Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

3.3 RFP Addenda

DOTD 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 on the DOTD Consultant Contract Services and LaPac websites: <http://webmail.dotd.louisiana.gov/agrestat.nsf/WebAddendums?OpenPage> <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

DOTD 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 DOTD to award a contract. DOTD 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 DOTD'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 DOTD shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor (**which includes Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**) arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

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

Unless provided for in the contract with the DOTD, 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 DOTD.

3.8 Ownership of Proposal

All materials submitted in response to this request become the property of DOTD. 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 Record 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

DOTD 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 DOTD.

3.11 Errors and Omissions in Proposal

DOTD shall not be liable for any errors in proposals. DOTD reserves the right to make corrections or amendments due to patently obvious errors in proposals by DOTD or the proposer. DOTD, at its option, has the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

DOTD reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received.

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

The RFP and proposal of the selected proposer shall become part of any contract initiated by DOTD.

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

If the contract negotiation period exceeds *ten business days* or if the selected proposer fails to sign the final contract within *ten business days* of delivery of it, DOTD may elect to cancel the award and award the contract to the next-highest-ranked proposer.

3.13 Code of Ethics

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

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in

hard copy (printed) version by the RFP Coordinator on or before 3:00p.m. CST 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:

Mr. Alan A. Dale, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, Louisiana 70802-4338
Telephone: (225) 379-1989
Fax: (225) 379-1857

It shall be solely the responsibility of each Proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason not received timely, will not be considered.

The proposal should be identified with **RFP Solicitation No. 3000002412 and Project Name: LOOP Environmental Monitoring** and shall be submitted **prior to 3:00 p.m. CST on Thursday, March 13, 2014.**

The DOTD requests that **six** copies of the proposal be submitted to the RFP Coordinator at the address specified. At least **one** 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. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive.

Name(s) of the Proposer listed must precisely match the name(s) filed with the Louisiana Secretary of State, Commercial Division, Corporations Section, if proposer is a corporation.

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal (as specified in Section 5, Proposal Content) and Cost Proposal (as specified in Section 5.5, Cost Information). No pricing information should be included in the Technical Proposal.

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 enough information to satisfy evaluators 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.

4.5 Certification Statement

The proposer shall sign and submit the Certification Statement shown in Attachment II.

5.0 PROPOSAL CONTENT

5.1 Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, Proposer contact name, phone number, email address and the stipulation that the proposal is valid for a time period of *one year* from the date of submission. This section should include a summary of the Proposer's qualifications and ability to meet the DOTD's overall requirements.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. *The Proposer should address the specific language in Attachment III Sample Contract and submit whatever exceptions or exact contract modifications that their firm may seek.* While final wording shall be resolved during contract negotiations, the intent of the provisions shall not be substantially altered.

5.2 Corporate Background and Experience

The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

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

Proposers should clearly describe their ability to meet or exceed the desired qualifications in Section 3.1.

5.2.1 Veteran/Hudson Small Entrepreneurship Program Participation

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

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 vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

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)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use 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 Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

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

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurs may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurs, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://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 Smalle, VSE, or DVSE.

5.3 Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project. The Proposer should specifically describe its ability to meet or exceed the desirable qualifications listed in Section 3.1.

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

- Interested candidates should submit cover letter, resume, and list three professional references (with contact information for each) for key personnel.

If a sub-Contractor will be used, the proposer should clearly identify any sub-Contractor arrangements, and provide similar information as requested for the Proposer's staff.

5.4 Approach and Methodology

The Proposer should provide:

- Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the DOTD.
- Its functional approach in providing the services.
- Its functional approach in identifying the tasks necessary to meet requirements.
- A description of the approach to Project Management and Quality Assurance.
- A proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

5.5 Cost Information

Each proposer must submit a price proposal using DOTD's pricing structure provided in Attachment IV, Schedule of Prices I. For information purposes, the Proposer shall provide the total estimated number of hours, by classification, for the Proposer's project staff, the hourly billable rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable). Hourly billable rates must be all inclusive (travel, lodging, meals, taxes, etc.) for all personnel associated with the proposal, including subcontractors, if applicable.

No other format shall be acceptable. Proposals not including an Attachment IV: Price Proposal shall be disqualified. If a proposer identifies deficiencies or errors in this format, he should bring this information to the attention of DOTD prior to deadline to submit proposals. DOTD will review the information and issue any correction as an amendment to the RFP.

Only Attachment IV: Price Proposal will be considered in evaluating the price proposal. The Proposer shall not include any additional terms and conditions, company fee schedules, etc., as they will not be considered.

6.0 EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the DOTD, which will determine the proposal most advantageous to the DOTD, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 Administrative and Mandatory Screening

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

6.3 Clarification of Proposals

DOTD 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.

Each proposal shall be rated for Criteria **one** through **three**, with 0 being the lowest score and the highest possible score as shown for each category.

Criteria 4, Hudson/Veteran Small Entrepreneurship shall be rated as specified in 6.5.1 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.

Criteria 5, Cost shall be rated as follows: The proposer with the lowest total price shall receive 25 points. Other proposers will receive points for price based upon the following formula:

$$\text{Price Score} = \frac{\text{Lowest Proposed Total Price} \times 25}{\text{Proposer's Total Price}}$$

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

CRITERIA	MAXIMUM SCORE
1. Approach and Methodology	25
2. Experience	25
3. Staff Qualifications	15
4. Hudson/Veteran Small Entrepreneurship Program	10
5. Cost	25
TOTAL SCORE	100

All proposals shall be evaluated as indicated. The proposer's ratings in each category shall be added to arrive at the proposer's total score. The Project Evaluation Team shall compile the scores and make a recommendation to the DOTD Secretary based on highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

6.5.1. *Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)*

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

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

Proposer Status and Reserved Points:

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

6.6 *Announcement of Contractor*

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

The proposals received(except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), 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 Award has been posted to DOTD Consultant Contract Services website:

<http://webmail.dotd.louisiana.gov/agrestat.nsf/WebAwards?OpenPage>

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 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 Contractual Review.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 *Vendor Registration*

DOTD strongly encourages contractors to register on the LaPac website.

<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>
Click On: *LaGov Vendor Registration*
Registration Help Desk: (225) 342-6349

It is highly advisable to register a minimum of one if not more of the following product category codes

80101500 For Consulting/Professional Services
81112000 For any services that include Computer Elements
43231500 For Software License and Maintenance Agreements
81102200 For Engineering and Related Services

7.2 Corporation Requirements

Prior to the award of the contract, 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.

Prior to the award of the contract, 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.

7.3 Compensation

Compensation to the Contractor for the services rendered for this project shall be made at billable rates and other detail costs specified in the Contractor's proposal, for a maximum compensation proposed by the Contractor for all services, payable in installments as specified in Sub-Section 7.4, Billing and Payment.

7.4 Billing and Payment

Payments are predicated upon successful completion and written approval by the DOTD of the described tasks and deliverables as provided in Attachment I, Scope of Services. Payments will be made to the Contractor after written acceptance by the DOTD of the payment task and approval of an invoice. DOTD will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract.

Payment will be made only on approval of LOTA Executive Director, Dale Sittig.

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract. The last invoice that is submitted must say "FINAL INVOICE".

7.5 Contract Terms & Conditions

The proposer shall be required to enter into a Contract with DOTD that is **basically the same** as Attachment III. Any changes to those terms shall be negotiated if state law allows such negotiation.

7.6 Indemnification

The Contractor shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Contractor, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include attorney's fees and court costs. Contractor shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

7.7 Confidentiality

All financial, statistical, personal, technical and other data and information relating to DOTD's operation which are designated confidential by DOTD 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 DOTD. The identification of all such confidential data and information as well as DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DOTD 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 DOTD to be adequate for the protection of DOTD's confidential information, such methods and procedures may be used, with the written consent of DOTD, 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 to discuss and/or release information to the media concerning this project without prior express written approval of the DOTD.

ATTACHMENT I: SCOPE OF SERVICES

1. *Overview*

The scope of work for the LOOP EMP includes the Beach Elevation Survey, Beach Vegetation Survey, Land Loss and Habitat Change Survey and Monitoring after Catastrophic Events (if needed)

2. *Tasks and Services*

Beach Elevation Survey – A beach elevation survey is required every contract year in May. Monitoring of erosion on the LOOP pipeline backfill at the beach crossing is to be conducted by measuring the beach topography using a grid of sample points between the beach and the inland marsh habitat. A grid pattern has been established along the LOOP Pipeline crossing at Fourchon in the area between the beach and the inland marsh. The centerline of the pipeline is to be used as the principal axis of the grid pattern. The grid design consists of four parallel transects at 25 meter intervals on both sides of the pipeline for a total of nine transects intersected by 16 transects 25 meters apart and perpendicular to the center line along the pipeline corridor. The gridline started off with only 6 transects perpendicular to the pipeline but the grid has had to be extended inland due to a receding coastline. At each point on the grid, an “X-Y-Z” (latitude-longitude-elevation) observation is to be made except where the points are under water. Elevations must be recorded relative to the North American Vertical Datum standard of 1988. It should be noted that the coastline has receded and that some of the observation points in the grid are currently within the Gulf and, therefore, not of interest. The right is reserved to replace these inundated observation points with other points further inland, if needed. As the grid moves, the distance between points should remain consistent. It is possible that the grid could change each year. The contractor will note any changes to the grid as well as any potential for breach observed during the field visit.

The Louisiana Coastal Protection and Restoration Authority initiated the Caminada Headland Beach and Dune Restoration – Increment 1 Project in 2013. This project will terminate beyond the LOOP beach crossing and will require the establishment of a new grid. The project is scheduled for completion near the end of 2013 or early 2014. In the event that the project is not complete at the time of the Beach Elevation Survey scheduled for May 2014, the right is reserved to delay this survey until project completion. The contractor should plan for a maximum of 100 points for the Beach Elevation Survey. This takes into account the potential for project extensions over the life of the contract.

Beach Vegetation Survey – Monitoring of vegetation on the LOOP pipeline backfill at the beach is to be conducted by determining the plant species present and extent of vegetation cover. Beach vegetation is to be sampled every two years in May with the survey in this cycle being conducted in May 2015. The grid pattern used during the beach elevation survey will be used to identify the sample locations. A one-meter square plot must be established on each transect intersection and surveyed for plant species composition and percent vegetative cover.

Land Loss and Habitat Change Survey - Remote sensing methods are to be used to analyze coastal land loss and habitat conversion. Digital image processing, photogrammetry, and Geographic Information Systems (GIS) are to be used as the technical medium to monitor land loss and habitat change. Landscape pattern analyses, using

standard landscape metrics such as fragmentation, edge density, and contagion can be used to explain the composition of habitat types in the ecosystem. Field reconnaissance must be conducted to verify the land types and habitat change. These field measurements can be conducted from a hovering helicopter to avoid gaining permission from landowners to enter onto their land. The measurement of habitat involves measurement of the composition and abundance of plant life as well as observation of the wetland type (salt, brackish, intermediate, and fresh marshes, bayous, swamp forests, cheniers, inland bays, and ocean shoreline). Wetland types can be identified remotely although on-site observation will be necessary to confirm remote observations. Similarly, remote observation of vegetation composition and abundance will require the establishment of procedures that permit the reliable interpretation of remote images in terms of vegetative biomass.

All data is to be projected and delivered in the Zone 15 North, North American Datum of 1983 (NAD83) system.

Color infrared aerial photography or multispectral imagery is to be procured for the project study area once every three (3) years and/or after a significant storm event. The photography is to be obtained late during the fall season (November-December) in 2015 and preferably at low water levels under optimal weather conditions. The resulting contact scale shall be 1:24000 (1"=2000'). Digitally ortho-rectified mosaic images are to be produced from this photography for inclusion in the analysis. This task includes scanning the frames using photogrammetric grade scanners at a resolution resulting in a ground resolution of not more than one (1) meter. Camera calibration reports are to be obtained and incorporated into the ortho-rectification process.

Orthophoto mosaic images are to be created using the individual resampled images from the ortho-rectification process. Only those frames needed to cover the study area are to be used. Each mosaic image is to cover an area of 3 miles wide and approximately 37 miles long, following the pipeline corridor. The pipeline location is to be centered in the mosaic images. Sufficient Ground Control Points (GCP) and habitat reconnaissance points using high-accuracy mapping grade Global Positioning System (GPS) are to be obtained. Landowner permission to access properties for field data collection will be obtained by LOOP.

Field surveys of the project area are to be conducted for the purpose of establishing training fields to be used in the image classification process. A minimum of 50 separate sites (including study and control sites) are to be field determined, verified, and incorporated into the analysis. Sites are to be located throughout the study areas in locations that are classified as land, located outside the hurricane protection levee, and within the vicinity of marsh vegetation changes as identified by Sasser, et.al. 2008. Since these points are located on both public and private lands, access may be difficult and therefore it is recommended that these sites be visited using a helicopter hovering over the site. Species composition are to be recorded at each site. Based on the vegetative species present, each sampling point is to be quantified into one of six classes: 1) saline marsh, 2) brackish marsh, 3) intermediate marsh, 4) fresh marsh, 5) forested, and 6) other. This format is similar to the coast-wide Vegetation Type Map of the Louisiana Coastal Marshes that has been conducted since 1949 at approximate 10-year intervals (1949, 1968, 1978, 1988, 1997 and 2001). A habitat map is to be generated based on the classification value of these points utilizing a statistical GIS spatial analysis system.

For the land loss and habitat change analysis, the existing study area consists of two components: 1) a 300-meter buffer (600-meter region) surrounding the pipeline and 2) a

300-meter buffer (600-meter region) surrounding a control transect. The control transect parallels the pipeline 720 meters to the east. Both the study area and the control polygons contain the same spatial geometry. The study area is to be clipped from the original 600-meter study and control areas into smaller regions. The categories to be used are a 100-meter buffer of the pipeline (200-meter region), a 200-meter buffer (400-meter region), and a 300-meter buffer (600-meter region). Image classification for each mosaic image within the study area polygons is to be initiated.

Supervised classification for each mosaic image is to be performed within the 300-meter buffer zones for both the study and control regions selected. The classification is to result in two categories, land and water. All land regions are to be further classified by habitat type. Image filters are to be applied to all final classifications to remove ‘salt and pepper’ effect and any other noise, including sun glint. An accuracy report for each classification is to be calculated and must remain within the range of 75%-90%.

A quantitative land mass analysis classification, calculating the land mass acreage and the rates of land change occurring between the 2006 survey and the current survey is to be conducted. Habitat types are to be quantified and mapped. Results of land change and current habitat conditions are to be conveyed through a series of tables, charts, and map production (11x17 presented in tabular format for the 100-, 200-, and 300-meter study and control area buffers for each date. Each table is to show acreages for all six (6) habitat types identified by the habitat analysis. In addition, the table is to present the total percent change across all surveys and the rate of change between each survey date. The resulting habitat map is to serve as a baseline for all future studies in order to quantify changes to habitat types as well as changes in land and water.

A series of land change analyses are to be conducted between the survey dates. The results of the analysis are to be presented in the following categories: 1) Land Loss, 2) Land Gain, 3) Land Unchanged, and 4) Water Unchanged.

Monitoring after Catastrophic Events

Additional monitoring may be required following a catastrophic event. A “catastrophic event” for the purposes of this monitoring program is defined as a hurricane or major LOOP oil spill event (over 10,000 gallons inshore and 100,000 gallons offshore). An estimate of the cost of conducting a Beach Elevation, Beach Vegetation, and Land Loss and Habitat Change Survey following a catastrophic event must be itemized separately (i.e. a separate budget for each type of survey) and included with the proposal but not included in the budget for the scheduled surveys.

3. *Functional Requirements*

The Louisiana Offshore Terminal Authority (LOTA) has exclusive power to own, operate, license or otherwise regulate all offshore terminal facilities within its jurisdiction. The LOOP pipeline system falls under this jurisdiction and by statutory requirement must maintain in place an Environmental Monitoring Program to detect any adverse impact the pipeline may have on the environment.

4. *Technical Requirements*

NOT APPLICABLE TO THIS CONTRACT.

5. *Project Requirements*

In addition to progress and timely reporting, the project manager is to be notified immediately of any incidents out of the scope of contract requirements. Contractor shall be responsible for providing the project manager a person or persons readily available for inquiries or onsite visits.

6. *Deliverables*

The contractor is to provide a quarterly summary of proposed activity for each program quarter and details of how that activity is to be accomplished. Such schedule shall be submitted a minimum of 15 days prior to the commencement of each quarter. Within 30 days of the end of each quarter, with the exception of the last quarter, the contractor is to provide a summary of the activities completed during that quarter as well as the results, recommendations and conclusions developed from those activities.

In lieu of a final quarter report the contractor is to provide a final report summarizing all activities completed during the project. This report is to contain a comprehensive comparative analysis of all data collected during the monitoring years and how it relates to the historical data. The report is to contain recommendations and conclusions developed from the comparative analysis performed. The report is to be completed within the monitoring contract period.

The contract time is thirty-six (36) months (includes 3 months for preparation of the final report)

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, if applicable.

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

Date: _____ Official Contact Name: _____

A. E-mail Address: (required) _____

B. Facsimile Number with area code: (_____) _____

C. US Mail Address: _____

D. Telephone Number: _____

Proposer certifies that the above information is true and grants permission to DOTD or Agencies to contact the above named person or otherwise verify the information I have 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 *One Year* from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer 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 <https://www.sam.gov> .)
7. If subcontractors are proposed to be used, the proposer acknowledges total responsibility for the entire contract.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III: SAMPLE CONTRACT

CONSULTING SERVICES CONTRACT

STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

PROJECT NAME STATEWIDE

PLEASE NOTE: Prior to execution of any contract resulting from RFP, Contractor must be registered as a vendor at:

Registration Link:

<http://www.wprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm>

Click On: *LaGov Vendor Registration*

Registration Help Desk: (225) 342-6349

It is highly advisable to register a minimum of one if not more of the following product category codes

80101500 For Consulting/Professional Services

81112000 For any services that include Computer Elements

43231500 For Software License and Maintenance Agreements

81102200 For Engineering and Related Services

On this _____ day of _____, 20xx, the State of Louisiana through the Louisiana Department of Transportation & Development, hereinafter sometimes referred to as "DOTD", and [Contractor's name and legal address], hereinafter sometimes referred to as "Contractor", do hereby enter into a Contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

The Scope of Services to be conducted includes, but not limited to a Beach Elevation, A Beach Vegetation Survey, and a Land Loss and Habitat Change Survey. See Attachment I Detail Scope of Services.

1.1.1 GOALS AND OBJECTIVES

1. Acquire data that will allow identification of changes in the environment in the vicinity of the pipeline or its inland operational facilities, relative to changes in control areas unaffected by the pipeline
2. Analyze the data to detect any changes in the environment that could be attributed to the pipeline or its associated facilities
3. Maintain sufficient data to determine the cause or causes of environmental damage or alterations, including events such as tropical storms or hurricanes, so that responsibility can be properly placed and corrective action taken as soon as possible, and

4. Retain sufficient historical information to identify the long and short-term impacts of the Deep Water Port.

1.1.2 PERFORMANCE MEASURES

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

1.1.3 MONITORING PLAN

[Name and Title or Position] will monitor the services provided by the contractor and the expenditure of funds under this contract. *[Name and Title or Position]* will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance. The monitoring plan is the following:

The Executive Director of LOTA will monitor the services provided by the contractor and the expenditure of funds under this contract. The Executive Director of LOTA will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance.

1.1.4 DELIVERABLES

The Contract will be considered complete when Contractor has delivered and DOTD has accepted all deliverables specified in the Scope of Services.

1.1.5 HUDSON/VETERAN REPORTING REQUIREMENTS

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.

1.1.6 SUBSTITUTION OF KEY PERSONNEL

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

Any such replacement of key personnel must be approved by DOTD.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This Contract shall begin on _____, 20__ and shall terminate on _____, 20__. In no event shall this Contract be valid until it has been approved, in writing, by the Director of the Office of Contractual review of the Division of Administration. Such approval authorizes a Contract term for not more than 36 months.

2.2 DOTD FURNISHED RESOURCES

Mr. /Ms. _____ will serve as DOTD Project Manager for this Contract. The DOTD Project Manager shall provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned DOTD Project Manager shall be the principal point of contact on behalf of the DOTD and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number _____.

3 COMPENSATION, MAXIMUM AMOUNT OF CONTRACT, & PAYMENT TERMS

3.1 COMPENSATION

In consideration of the services described above, DOTD hereby agrees to pay the Contractor compensation based on billable rates as described in the chart below for a maximum limitation of \$ _____ for the actual work performed.

[If necessary insert chart for Billable Rate by Classification submitted by contractor]

3.2 PAYMENT TERMS

Payments are predicated upon successful completion and written approval by the DOTD of the described tasks and deliverables as provided in Attachment I, Scope of Services. Payments will be made to the Contractor after written acceptance by the DOTD of the payment task and approval of an invoice. DOTD will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract.

Payment will be made only on approval of LOTA Executive Director, Dale Sittig.

During the execution of tasks contained in the Scope of Services, the Contractor may submit invoices, not more frequently than monthly.

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract. The last invoice that is submitted must say "FINAL INVOICE".

4 TERMINATION

4.1 TERMINATION FOR CAUSE

DOTD 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 DOTD 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 DOTD 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 DOTD to comply with the terms and conditions of this contract provided that the Contractor shall give the DOTD written notice specifying the DOTD agency's failure and a reasonable opportunity for the state to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

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

4.3 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.

6 INDEMNIFICATION & LIMITATION OF LIABILITY

The Contractor shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Contractor, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include attorney's fees and court costs. Contractor shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

7 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

7 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.

8 OWNERSHIP

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

9 NON-ASSIGNABILITY

No Contractor shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the DOTD. 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 DOTD.

10 RIGHT TO AUDIT

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

11 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.

12 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the DOTD's operation which are designated confidential by the DOTD 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 DOTD. The identification of all such confidential data and information as well as the DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the DOTD 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 DOTD to be adequate for the protection of the DOTD's confidential information, such methods and procedures may be used, with the written consent of the DOTD, 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.

13 COST RECORDS

The Contractor and its sub-Contractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project. Costs shall be accordance with 48 CFR 31 of the (FARS), as modified by DOTD audit guidelines, and which are incorporated herein by reference as if copied in extensor. The FARS is available for inspection through www.transportation.org. Records shall be retained until such as an audit is made by DOTD or the Contractor is released in writing by the DOTD Audit Director, at which time the Contractor may dispose of such records. The Contractor shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by DOTD and/or Legislative Auditor and the FHWA or General Accounting (GAO) under State and Federal Regulations effective as of the date of this Contract.

14 SUBCONTRACTORS

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

15 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Contractor agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, national origin, veteran status, genetic information, political affiliation or disabilities.

Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

16 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 Sub-Contractor 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 Sub-Contractor 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 Sub-Contractors 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 DOTD, and any Sub-Contractor 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 Sub-Contractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the DOTD. Such insurance shall name the DOTD as additional insured for claims arising from or as the result of the operations of the Contractor or his Sub-Contractors. 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 DOTD shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.

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

Sub-Contractor's Insurance: The Contractor shall require that any and all Sub-Contractors, 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.

17 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.

18 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 DOTD if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

19 SEVERABILITY

If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

20 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.

21 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

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

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

WITNESSES:

CONTRACTOR

Witness for First Party

BY: _____

Witness for First Party

Typed or Printed Name

Federal Identification Number

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**

Witness for Second Party

BY: _____
Secretary

Witness for Second Party

RECOMMENDED FOR APPROVAL:

BY: _____
Division Head

ATTACHMENT IV: PRICE PROPOSAL

Schedule of Prices I

A completed Price Proposal, using the template defined below, will be required as part of the proposal. Total Hourly Billable Rate by classification must be all inclusive (travel, lodging, meals, taxes, etc.) for all personnel associated with the proposal, including subcontractors.

	Pay Item Description	Hourly Billable Rate	Estimated Number of Hours	Extended Amount
1.	Task 1. Conduct Beach Elevation Survey in May 2014, 2015, 2016			
	Employee's Job Title #1			
	Employee's Job Title #2			
	Employee's Job Title #3			
	Subtotal Task #1			
2.	Task 2. Conduct Beach Vegetation Survey in 2015			
	Employee's Job Title #1			
	Employee's Job Title #2			
	Employee's Job Title #3			
	Subtotal Task #2			
3.	Task 3. Conduct land Loss and Habitat Change Survey			
	Employee's Job Title #1			
	Employee's Job Title #2			
	Employee's Job Title #3			
	Subtotal Task #3			
4.	Task 4. Provide monitoring and analysis after catastrophic events as requested by DOTD/LOTA			
	Employee's Job Title #1			
	Employee's Job Title #2			
	Employee's Job Title #3			
	Subtotal Task #4			
	Total Price for Tasks 1-4			

Only **Attachment IV: Price Proposal** will be considered in evaluating the price proposal.

Name of Proposer: _____

Address: _____

Telephone Number: _____

Signature: _____

Name and Title: _____

Date: _____