

**REQUEST FOR PROPOSAL
TO
CONDUCT AN ALLIGATOR MEAT SURVEY AND
TRADE STUDY
FOR THE
LOUISIANA DEPARTMENT OF WILDLIFE &
FISHERIES**



**State of Louisiana
Louisiana Department of Wildlife and Fisheries
August 1, 2006**

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REQUEST FOR PROPOSAL FOR CONDUCT AN ALLIGATOR MEAT SURVEY AND TRADE STUDY

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background – The Fur and Alligator Advisory Council (FAAC) housed within the State of Louisiana Department of Wildlife & Fisheries (LDWF) is soliciting proposals to evaluate the current status of the alligator meat industry.

The alligator meat market has decreased significantly over the past seven years, affecting the viability of the alligator industry. Prices dropped \$1.25 per pound (bone-in carcass). Prices bottomed out at about 50 cents a pound and are now up to 75 cents a pound. The wild meat market is struggling. Some buyers will only purchase farmed meat.

The impact of low meat prices affects the rest of the alligator industry. In years where there is low demand for wild alligator meat, some portion of the wild harvested meat is not utilized.

Although alligator hides freely move on the international market, many countries, including the European Nations, refuse to allow alligator meat as an import.

The overall objective for the three (3) projects listed here is stabilization and enhancement of Louisiana's alligator meat industry. This will be achieved through projects (1) to investigate the current status of the meat industry, (2) to identify problems and solutions to quality issues, and (3) to address obstacles inhibiting alligator meat importation into foreign markets.

The three projects are summarized as:

- 1) Assess the dynamics of the alligator meat industry including current and historical prices, available supply in the United States, and local, national and international demand. Identify the main competitors of alligator meat (i.e., crocodile, ostrich, emu, other exotics) on a local, national and international basis. Identify and assess the viability of value added alligator meat products such as sausage and jerky.
- 2) Conduct a survey to identify industry concerns and, through working with industry leaders, identify solutions.
- 3) Determine and address the obstacles which inhibit alligator meat importation into various countries, in particular the European Union countries and in the Pacific Rim.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593.C. from bona fide, qualified proposers who are interested in providing to the Fur and Alligator Advisory Council, LDWF, an alligator meat study , which they as contractor shall, at a minimum, include handling all tasks related to the implementation of the program as follows:

Project (1):

- Investigate the price structure and the current supply and demand of alligator meat.
- Investigate the price history of wild and farmed alligator meat and reasons for price fluctuations.
- Study and investigate the market flow of alligator and crocodile, focusing on both national and international markets.
- Create an Excel list of distributors currently dealing with alligator meat.
- Determine the main competitive forces and evaluate their distribution and promotional models.
- Investigate and chart the distribution and production of alligator and crocodile meat products, such as canned meats, sausages and jerky.

Project (2):

- Conduct a survey of industry problems and issues and brainstorm possible solutions with key industry leaders.
- Negotiate implementation of solutions through education and policy change.

Project (3):

- Work with the European Union and the Pacific Rim to develop a plan to implement a change in policy allowing alligator meat into European and Pacific Rim markets.
- Identify potential countries which currently prohibit/inhibit importation of alligator meat.

All as is set out more clearly hereafter.

1.1.2 Goals and Objectives

GOAL: Evaluate the status and dynamics of the alligator meat industry on a local, national, and international basis.

OBJECTIVES: Conduct an alligator meat market analysis to assess pricing, competitors, impediments to importation, global markets and to develop recommendations to implement positive change to the alligator meat industry.

1.2 Definitions

A. Shall – The term “shall” denotes mandatory requirements per R.S. 39:1556(21).

- B. Must - The term “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – the term “should” denotes desirable, and is not mandatory.
- E. Contractor – Any person having a contract with a governmental body.
- F. State- The State of Louisiana or LDWF.
- H. Discussions- For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- I. LDWF – Louisiana Department of Wildlife & Fisheries
- J. Will - the term “will” denotes mandatory requirements.

1.3 Schedule of Events

	<u>Date</u>	<u>Time (CDT)</u>
1. RFP mailed to prospective proposers		<i>August 4, 2006</i>
2. Deadline to receive written inquiries		<i>August 25, 2006</i>
3. Deadline to answer written inquiries		<i>September 1, 2006</i>
4. Deadline for submitting proposals		<i>September 19, 2006 4:00 P.M. DST</i>
5. Notice of Intent to Award to be mailed		<i>October 1, 2006</i>
6. Contract Initiation		<i>October 15, 2006</i>

NOTE: The State of Louisiana reserves the right to deviate from these dates.

1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>, <http://www.wlf.state.la.us>, and <http://www.alligatorfur.com>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the LDWF.

All proposals shall be received by the LDWF, Contracts Office **no later than the date and time shown in the Schedule of Events.**

Important - - Clearly mark outside of envelope, box or package with the following information and format:

Proposal Name: Request for Proposal to Conduct an Alligator Meat Survey and Trade Study

Proposals may be mailed through the U. S. Postal Service to our box at:

LDWF
Contracts Office
P. O. Box 98000
Baton Rouge, LA 70898-9000

Proposals may be delivered by hand or courier service to our physical location at:

LDWF
2000 Quail Dr., Rm. 256
Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The LDWF is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

1.5 Proposal Response Format

Proposals will be reviewed by project. A proposer may submit a proposal for one or more of the three projects. Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** Containing summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with L.R.S.39:1594 (Act 121). The person signing the proposal must be:

1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit, or other documents indicating authority which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

The cover letter should also

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience**: History and background of Proposer, financial strength and stability, with related services to government entities, existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **Technical Proposal**: Illustrating and describing compliance with the RFP requirements.
- E. **Innovative Concepts**: Present innovative concepts, if any, not discussed above for consideration.
- F. **Project Schedule**: Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal**: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Eight (8) additional copies of the proposal should be provided.

1.5.2 Legibility/Clarity

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

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as a trade secret and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, noting the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another

proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to LDWF personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

1.7 Proposal Clarifications Prior to Submittal

1.7.2 Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events. Initial inquiries shall not be entertained thereafter.

The state shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The state reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Further, we realize that additional questions or requests for clarification may be generated from the state's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted to LaPAC. If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

* Note: LaPAC is the state's online electronic bid posting and notification system resident on the State Purchasing website [www.doa.Louisiana.gov/osp] and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a proposal and any subsequent addenda have been let and

posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee or state consultant. The state shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant proposal section. Only those inquiries received by the established deadline shall be considered by the state. Answers to questions that change or substantially clarify the proposal shall be issued by addendum and provided to all prospective proposers.

Inquiries concerning this proposal may be delivered by mail, express courier, e-mail, hand, or fax to:

Susan Newsom, RFP Coordinator
LDWF
P. O. Box 98000
Baton Rouge, LA 70898-9000

Susan Newsom, RFP Coordinator
LDWF
2000 Quail Dr., Rm. 256
Baton Rouge, LA 70802

E-Mail: snewsom@wlf.louisiana.gov Phone: (225)763-3970/ Fax: (225)765-2892

1.8 - Errors and Omissions in Proposal

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

1.9 Changes, Addenda, Withdrawals

The State reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal.

1.10 - Withdrawal of Proposal

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

1.11 - Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

1.12 – Waiver of Administrative Informalities

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

1.13 - Proposal Rejection

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 any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so.

1.14 - Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to proposers. Any copyrighted materials in the response are not transferred to the State.

1.15 Cost of Offer Preparation

The State is not liable for any costs incurred by prospective Proposers or Contractors 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 the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

1.16 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.17 Taxes

Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.

1.18 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.19 - Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.20 - Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the State urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime contractor under the terms of this RFP is also required for each subcontractor, and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.21 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for the award. The State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

1.22 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

1.23 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the LDWF Evaluation Committee for the purpose of selecting the Proposer(s) with whom the LDWF shall contract. The LDWF reserves the right to award multiple contracts.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. Proposals will be reviewed by project. A proposer may submit a proposal for one or more of the three projects. A contract for each of the three projects will be awarded to the proposer(s) whose proposal(s) for the reviewed project accumulates the highest score in the evaluation process. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award(s) shall be made to the Secretary of the LDWF for the Proposer(s) whose proposal(s), conforming to the RFP, will be the most advantageous to the LDWF by project, and who has received the highest number of points, when price and other factors are considered.

The committee may reject any or all proposals if that is considered in the best interest of the State.

1.24 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected, and the State may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements.

1.25 - Contract Award and Execution

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

The RFP, any addendums, and the proposal of the selected Contractor will become part of any contract initiated by the State.

In no event shall a proposer submit his own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the sample contract and submit with their proposal with any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

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

1.26 Notice of Intent to Award

Upon review and approval of the evaluation committee, and agency recommendations for award, LDWF will issue a Notice of Intent to Award letter to the apparent successful Proposer(s). Contract(s) shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the State, the State may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

LDWF will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the Intent to Award letter has been issued.

1.27 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 this Agreement.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State 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 in the performance of this contract, 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.

1.28 Payment for Services

The State shall pay the Contractor based on a monthly report of tasks tried and accomplished during the month. Invoices submitted without the required reports will not be approved for payment until the required information is provided.

1.29 Termination

1.29.1 TERMINATION OF THIS AGREEMENT FOR CAUSE – State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, 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 corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

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

1.29.2 TERMINATION OF THIS AGREEMENT FOR CONVENIENCE – The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

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

1.29.3 Fiscal Funding Clause

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

1.30 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Commissioner of Administration.

1.31 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Department of Wildlife and Fisheries, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract. Records shall be made available during normal working hours for this purpose.

1.32 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, 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 Agreement and any contract entered into as a result of this Agreement.

1.33 Record Retention

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after date of final payment.

1.34 Record Ownership

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

1.35 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.36 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of LDWF.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.37 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The Agency desires to implement an alligator meat study through the services of one or more contractors. The proposer may propose on one or more projects. The proposer(s) shall propose a method that will insure that the following tasks be accomplished for each project proposed:

Project (1):

- Investigate the price structure and the current supply and demand of alligator meat.
- Investigate the price history of wild and farmed alligator meat and reasons for price fluctuations.
- Study and investigate the market flow of alligator and crocodile, focusing on both national and international markets.
- Create an Excel list of distributors currently dealing with alligator meat.
- Determine the main competitive forces and evaluate their distribution and promotional models.
- Investigate and chart the distribution and production of alligator and crocodile meat products, such as canned meats, sausages and jerky.

Project (2):

- Conduct a survey of industry problems and issues and delineate possible solutions with key industry leaders.
- Negotiate implementation of solutions through education and policy change.

Project (3):

- Work with the European Union and the Pacific Rim to develop a plan to implement a change in policy allowing alligator meat into European and Pacific Rim markets.
- Identify potential countries which currently prohibit/inhibit importation of alligator meat.

2.2 Period of Agreement

The term of any contract resulting from this solicitation shall be for three (3) years (thirty-six (36) months) commencing on the date that a contract is finalized.

It is desirable that the program is up and running by October 15, 2006

2.3 Payment Terms

Payment terms for each project deliverable shall be negotiated with the successful proposer(s).

2.4 Deliverables

The deliverables listed in this section are the minimum required from the successful proposer and shall include all project tasks specified in Section 2.1. Every proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided .

Project 1

1. Analysis of overall assessment of alligator meat industry dynamics.
2. Listing of the current and historical price structure.
3. Contractor's analysis of competitive products.
4. Assessment of Contractors recommendations and or actions taken to address the viability of value added products.
5. Submission of contact list of alligator meat industry participants.
6. Approval of progress reports submitted detailing activity of Contractor.
7. Timely submission of progress reports along with review of Contractor activities.

Project 2

1. Contractor's recommendations and or actions taken to address industry concerns.
2. Progress made towards addressing quality issues.
3. Timely submission of progress reports submitted detailing activity of Contractor.

Project 3

1. Assessment of Contractors recommendations and or actions taken to address the impediments to importation of alligator meat.
2. Evaluation of progress made towards opening new foreign markets.
3. Timely submission of progress reports submitted detailing activity of Contractor.

2.5 Location

Meetings with key industry leaders will take place within Louisiana. Investigating foreign markets will require international travel.

2.6 Proposal Elements

2.6.1 Cost

Proposers may quote on one or more projects. The Proposer shall state the costs per project for providing services necessary to complete the tasks required for the successful implementation of the project proposed.

Proposals that specify the payment of any costs up-front will be rejected.

Prices proposed by the proposer shall be inclusive of the contractor's fee, travel expenses, overhead, long distance/international telephone charges, and any costs the contractor wishes to have included in the contractual arrangement with the State. The proposer shall provide a firm fixed fee for each project proposed. The firm fixed fee per project shall be the total maximum amount to be paid to the proposer if selected as contractor, and no additional charges shall be paid. Prices submitted shall be firm for the term of the contract.

2.6.2 Technical

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

- Resume of Proposer.

- Information demonstrating Proposer's financial stability, including the three previous years of audited or reviewed financial statements, annual reports, or other data acceptable to the Agency.
- References from at least three state agencies, other government agencies or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- Disclose in detail if, at any time during the previous five years, you or any related entity have failed to perform under, breached or terminated a contract which provides for similar services or for which you or any related entity has been assessed liquidated damages for non-performance of contractual obligations.
- Describe any innovative technology that you intend to employ.
- Include a definition of all terms, abbreviations and acronyms used in the proposal response. The definition of any term expressed elsewhere in this document shall not be changed.
- Explain your experience and technical capabilities, in sufficient detail to clearly demonstrate your ability to successfully meet at a minimum the terms of this RFP, as evidenced by your successful completion and operation of projects of similar nature and complexity.
- Describe the response time and performance guarantees that will be given to the Agency.
- Provide information demonstrating understanding of the nature and scope of each project proposed. The Proposer should provide the Agency with a detailed plan and schedule of the program implementation for each project proposed. To further demonstrate an understanding of the project, the Proposer should submit a list of deliverables required to meet the project objectives as the Proposer understands them.
- Provide any other information deemed pertinent including terms and conditions which the Proposer wishes the State to consider.

PART III EVALUATION

The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

3.1 Cost Proposal (Value of 50 Points)

The information provided by the proposer in the cost section will be used in the Cost Evaluation to calculate lowest evaluated cost.

To compare proposals, each Proposer's cost listed in his Proposal, will be entered into the formula below:

$$BCS = (LPC/PC \times 50).$$

Where: BCS = Computed cost score for Proposer
 LPC = Lowest proposed cost of All Proposers
 PC = Proposer's Cost

This formula will be applied for each project.

3.2 Technical Proposal (Value of 50 Points)

The following criteria will be evaluated. **Proposer's Stability, Experience and Qualifications-**

The Proposer should demonstrate financial and management stability, recent experience in similar projects, and a record of success which will warrant the long-term commitment and reliance on the Proposer by the Agency to fulfill the goals of each project proposed.

Proposer's Understanding of the Project-

The written proposal shall demonstrate that the Proposer understands the goals of each project proposed. The proposal should be comprehensive and thorough, demonstrating an understanding of the project objectives and critical success factors. The proposal should clearly show at a minimum how each Agency requirement will be met. The proposer's implementation plan should demonstrate a thorough understanding of the tasks and durations required to accomplish all tasks.

PART IV PERFORMANCE STANDARDS

4.1 Performance Requirements

Project 1

- Investigate the price structure and the current supply and demand of alligator meat.
- Investigate the price history of wild and farmed alligator meat and reasons for price fluctuations.
- Study and investigate the market flow of alligator and crocodile, focusing on both national and international markets.
- Create an Excel list of distributors currently dealing with alligator meat.
- Determine the main competitive forces and evaluate their distribution and promotional models.
- Investigate and chart the distribution and production of alligator and crocodile meat products, such as canned meats, sausages and jerky.

Project 2

- Conduct a survey of industry problems and issues and brainstorm possible solutions with key industry leaders.
- Negotiate implementation of solutions through education and policy change.

Project 3

- Work with the European Union and the Pacific Rim to develop a plan to implement a change in policy allowing alligator meat into European and Pacific Rim markets.
- Identify potential countries, which currently prohibit/inhibit importation of alligator meat.

4.2 Performance Measurement/Evaluation

The Agency will measure the Contractor's progress and evaluate his performance by use of the following methods:

Project 1

1. Analysis of overall assessment of alligator meat industry dynamics.
2. Listing of the current and historical price structure.
3. Contractor's analysis of competitive products.
4. Assessment of Contractors recommendations and or actions taken to address the viability of value added products.
5. Submission of contact list of alligator meat industry participants.
6. Approval of progress reports submitted detailing activity of Contractor.
7. Timely submission of progress reports along with review of Contractor activities.

Project 2

1. Contractors recommendations and or actions taken to address industry concerns.
2. Progress made towards addressing quality issues.
3. Timely submission of progress reports submitted detailing activity of Contractor.

Project 3

1. Assessment of Contractors recommendations and or actions taken to address the impediments to importation of alligator meat.
2. Evaluation of progress made towards opening new foreign markets.
3. Timely submission of progress reports submitted detailing activity of Contractor.

APPENDIX A

SAMPLE CONTRACT

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

Be it known, that on this (Date) day of (month), 20 (year), the Louisiana Department of Wildlife and Fisheries (hereinafter sometimes referred to as "State") and (Contractor's name and legal address including Zipcode) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

Purpose

The purpose of this contract is to conduct an alligator meat market analysis to assess pricing, competitors, impediments to importation, global markets and to develop recommendation to implement positive change to the alligator meat industry.

Scope of Services

Contractor hereby agrees to furnish the following services:

Project (1):

- Investigate and chart the price structure and the current supply and demand of alligator meat.
- Investigate and chart the price history of wild and farmed alligator meat and reasons for price fluctuations.
- Study and investigate the market flow of alligator and crocodile meat as well as other exotic meats, focusing on both national and international markets.
- Create an Excel list of distributors currently dealing with alligator meat.
- Determine the main competitive forces and evaluate their distribution and promotional models.
- Investigate and chart the distribution and production of alligator and crocodile meat products, such as canned meats, sausages and jerky.

Project (2):

- Conduct a survey of industry problems and issues and brainstorm possible solutions with key industry leaders.
- Negotiate implementation of solutions through education and policy change.

Project (3):

- Work with the European Union to develop a plan to implement a change in policy allowing alligator meat into European markets.
- Work with the Pacific Rim to develop a plan to implement a change in policy allowing alligator meat into Pacific Rim markets.

MONITORING PLAN:

LDWF staff and FAAC will review all progress and final reports received from the contractors for accomplishment of objectives and general completeness. Contact with contractors will be made monthly through e-mails, conferences, and telephone calls.

MEASURES OF PERFORMANCE:

Project (1):

- 1) Review of overall assessment of alligator meat industry dynamics.
- 2) Review of the current and historical price structure.
- 3) Review of analysis of competitive products.
- 4) Review of Contractors recommendations and or actions taken to address the viability of value added products.
- 5) Review of contact list of alligator meat industry participants.
- 6) Approval of progress reports submitted detailing activity of Contractor.
- 7) Timely submission of progress reports along with review of Contractor activities.

Project (2):

- 1) Review of Contractors recommendations and or actions taken to address industry concerns.
- 2) Review and assessment of progress made towards addressing quality issues.
- 3) Approval of progress reports submitted detailing activity of Contractor.
- 4) Timely submission of progress reports along with review of Contractor activities.

Project (3)

- 1) Review of Contractors recommendations and or actions taken to address the impediments to importation of alligator meat.
- 2) Review and assessment of progress made towards opening new foreign markets.
- 3) Approval of progress reports submitted detailing activity of Contractor.
- 4) Timely submission of progress reports along with review of Contractor activities.

Payment Terms

In consideration of the services described above, State hereby agrees to pay the Contractor a firm fixed price of _____. Provided all terms and conditions of the contract are met and if reasonable satisfaction of the department and the Council are obtained, payment will be made with the receipt of an original invoice and reports approved by the Program Manager.

Request for monthly payment must be accompanied by a progress report submitted to the department electronically. Annual written and oral reports must be completed by _____ and a final payment request must have a final report attached. The funding for this contract will be from the Louisiana Fur and Alligator Public Education and Marketing Fund within the Fur and Alligator Advisory Council budget.

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

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

_____.

Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided 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. The 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's failure and a reasonable opportunity for the state to cure the defect.

Termination for Convenience

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

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, 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 State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

Nonassignability

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 his 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.

Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and/or other state or department auditors shall have the option of auditing all accounts of contractor which relate to this contract.

Term of Contract

This contract shall begin on (beginning date) and shall terminate on (ending date).

Discrimination Clause

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

the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, 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.

Validity

This Contract is not valid (effective), and no legal obligation exists until all required signatures and approvals are obtained. This may include the Louisiana Department of Civil Service, and the Louisiana Division of Administration, Office of Contractual Review. It is the responsibility of the Contractor to advise the department in advance if contract funds or contract terms may be insufficient to complete the contract objectives.

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

Contractor

State Signatures