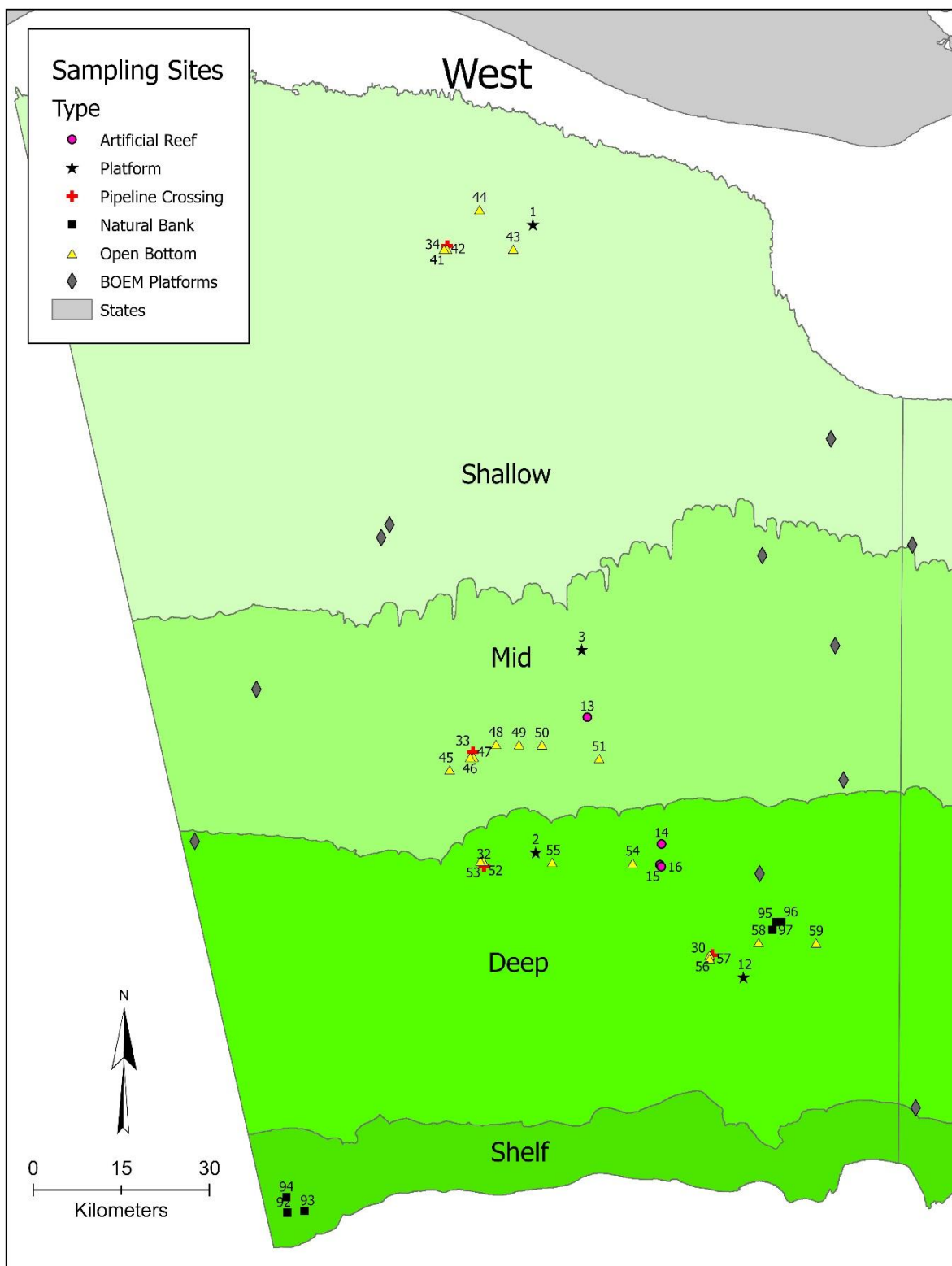


APPENDIX 1. Sampling Site Detail

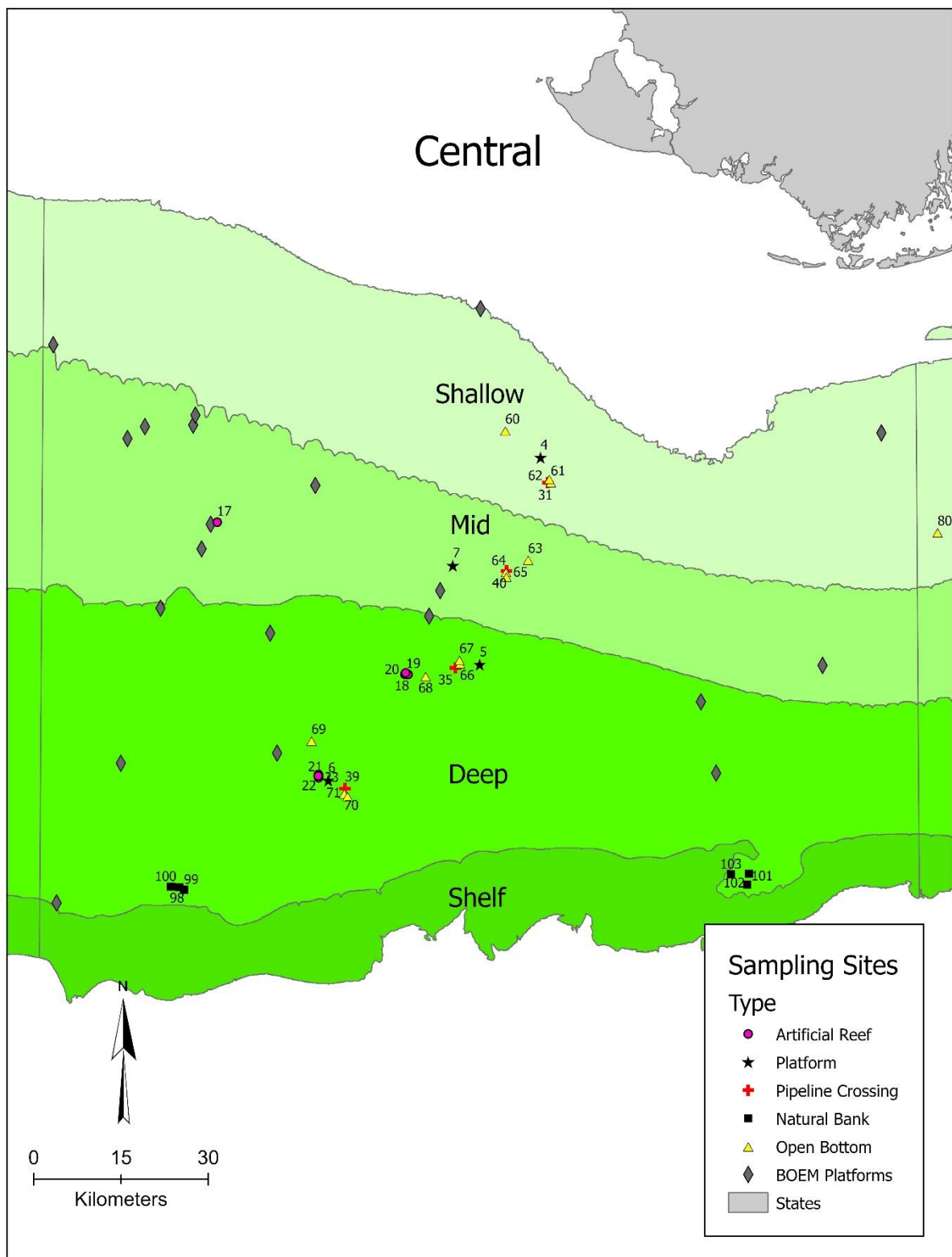
West Region (37 Sites)

siteNum	siteAuburnUCB	Latitude	Longitude	siteType	habitatType	pipeline	siteName	region	depthZone
1	n/a	29.40685	-92.89604	Discrete	Platform	n/a	EC-49-CGVALVE	West	Shallow
2	n/a	28.44399	-92.87869	Discrete	Platform	n/a	EC-265-D	West	Deep
3	n/a	28.75566	-92.80229	Discrete	Platform	n/a	EC-195-GP	West	Mid
12	n/a	28.25554	-92.51562	Discrete	Platform	n/a	VR-326-A	West	Deep
13	n/a	28.65235	-92.79150	Discrete	Artificial Reef	n/a	AR 1	West	Mid
14	n/a	28.45882	-92.66022	Discrete	Artificial Reef	n/a	AR 2	West	Deep
15	n/a	28.42707	-92.66252	Discrete	Artificial Reef	n/a	AR 3	West	Deep
16	n/a	28.42417	-92.66005	Discrete	Artificial Reef	n/a	AR 4	West	Deep
30	n/a	28.28902	-92.56978	Discrete	Pipeline Crossing	n/a	PC 4	West	Deep
32	n/a	28.42204	-92.96837	Discrete	Pipeline Crossing	n/a	PC 3	West	Deep
33	n/a	28.59660	-92.99000	Discrete	Pipeline Crossing	n/a	PC 2	West	Mid
34	n/a	29.37269	-93.04584	Discrete	Pipeline Crossing	n/a	PC 1	West	Shallow
41	A1	29.36852	-93.04605	UCB	UCB	pipeline	Mud 2	West	Shallow
42	A1	29.36847	-93.05136	UCB	UCB	n/a	Mud 1	West	Shallow
43	A3	29.37000	-92.93000	UCB	UCB	n/a	Mud 3	West	Shallow
44	A2	29.43000	-92.99000	UCB	UCB	n/a	Gravel 1	West	Shallow
45	A4	28.57000	-93.03000	UCB	UCB	n/a	Mud 4	West	Mid
46	A5	28.58975	-92.98872	UCB	UCB	pipeline	Mud 6	West	Mid
47	A5	28.58964	-92.99467	UCB	UCB	n/a	Mud 5	West	Mid
48	A6	28.61000	-92.95000	UCB	UCB	n/a	Shrimp Trawl 1	West	Mid
49	A7	28.61000	-92.91000	UCB	UCB	n/a	Shrimp Trawl 2	West	Mid
50	A8	28.61000	-92.87000	UCB	UCB	n/a	Shrimp Trawl 3	West	Mid
51	A9	28.59000	-92.77000	UCB	UCB	n/a	Gravel 2	West	Mid
52	A10	28.43052	-92.96958	UCB	UCB	pipeline	Mud 8	West	Deep
53	A10	28.43050	-92.97472	UCB	UCB	n/a	Mud 7	West	Deep
54	A12	28.43000	-92.71000	UCB	UCB	n/a	Mud 9	West	Deep
55	A11	28.43000	-92.85000	UCB	UCB	n/a	Gravel 3	West	Deep
56	A13	28.28994	-92.57473	UCB	UCB	pipeline	Mud 10	West	Deep
57	A13	28.28442	-92.57467	UCB	UCB	n/a	Mud 11	West	Deep
58	A14	28.31000	-92.49000	UCB	UCB	n/a	Gravel 4	West	Deep
59	A15	28.31000	-92.39000	UCB	UCB	n/a	Mud 12	West	Deep
92	n/a	27.88639	-93.30139	Discrete	Natural Bank	n/a	Bright 1	West	Shelf
93	n/a	27.88953	-93.27152	Discrete	Natural Bank	n/a	Bright 2	West	Shelf
94	n/a	27.91007	-93.30329	Discrete	Natural Bank	n/a	Bright 3	West	Shelf
95	n/a	28.34083	-92.45944	Discrete	Natural Bank	n/a	Sonnier 1	West	Deep
96	n/a	28.34108	-92.45068	Discrete	Natural Bank	n/a	Sonnier 2	West	Deep
97	n/a	28.32877	-92.46583	Discrete	Natural Bank	n/a	Sonnier 3	West	Deep



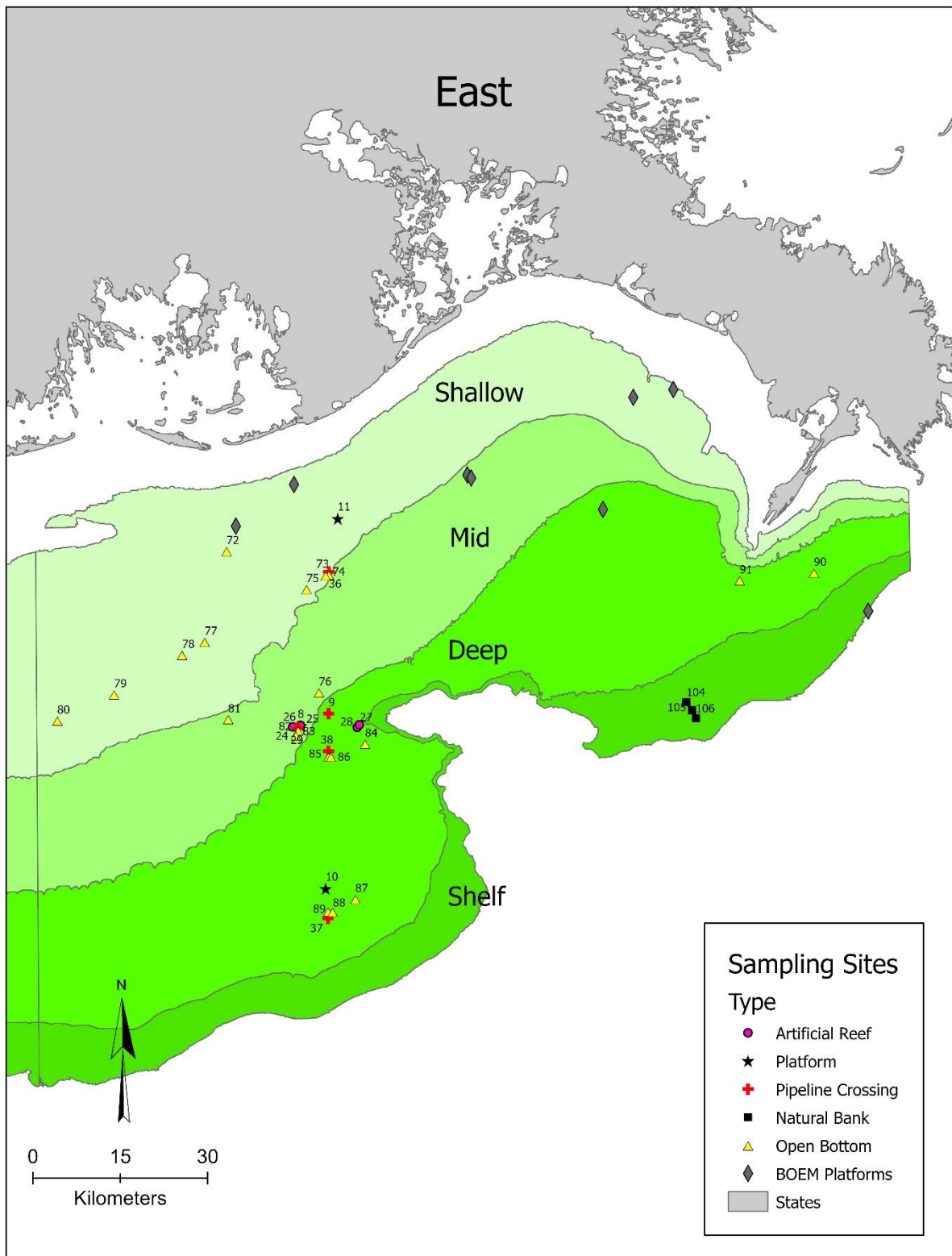
Central Region (33 Sites)

siteNum	siteAuburnUCB	Latitude	Longitude	siteType	habitatType	pipeline	siteName	region	depthZone
4	n/a	28.74786	-91.36797	Discrete	Platform	n/a	EI-189-B	Central	Shallow
5	n/a	28.42776	-91.47515	Discrete	Platform	n/a	EI-275-K	Central	Deep
6	n/a	28.24820	-91.74053	Discrete	Platform	n/a	EI-331-B	Central	Deep
7	n/a	28.58078	-91.52237	Discrete	Platform	n/a	EI-229-B	Central	Mid
17	n/a	28.64730	-91.93687	Discrete	Artificial Reef	n/a	AR 5	Central	Mid
18	n/a	28.41282	-91.60643	Discrete	Artificial Reef	n/a	AR 6	Central	Deep
19	n/a	28.41258	-91.60107	Discrete	Artificial Reef	n/a	AR 8	Central	Deep
20	n/a	28.41507	-91.60525	Discrete	Artificial Reef	n/a	AR 7	Central	Deep
21	n/a	28.25252	-91.75718	Discrete	Artificial Reef	n/a	AR 11	Central	Deep
22	n/a	28.25743	-91.75750	Discrete	Artificial Reef	n/a	AR 9	Central	Deep
23	n/a	28.25530	-91.75850	Discrete	Artificial Reef	n/a	AR 10	Central	Deep
31	n/a	28.70927	-91.35543	Discrete	Pipeline Crossing	n/a	PC 5	Central	Shallow
35	n/a	28.42269	-91.51777	Discrete	Pipeline Crossing	n/a	PC 7	Central	Deep
39	n/a	28.23575	-91.71112	Discrete	Pipeline Crossing	n/a	PC 8	Central	Deep
40	n/a	28.57276	-91.42801	Discrete	Pipeline Crossing	n/a	PC 6	Central	Mid
60	A16	28.79000	-91.43000	UCB	UCB	n/a	Mud 13	Central	Shallow
61	A17	28.70989	-91.35022	UCB	UCB	n/a	Mud 15	Central	Shallow
62	A17	28.71497	-91.35265	UCB	UCB	pipeline	Mud 14	Central	Shallow
63	A19	28.59000	-91.39000	UCB	UCB	n/a	Mud 16	Central	Mid
64	A18	28.57107	-91.42915	UCB	UCB	pipeline	Mud 17	Central	Mid
65	A18	28.56385	-91.42825	UCB	UCB	n/a	Mud 18	Central	Mid
66	A23	28.42979	-91.50974	UCB	UCB	pipeline	Mud 20	Central	Deep
67	A23	28.43503	-91.51070	UCB	UCB	n/a	Mud 19	Central	Deep
68	A22	28.41000	-91.57000	UCB	UCB	n/a	Mud 21	Central	Deep
69	A20	28.31000	-91.77000	UCB	UCB	n/a	Mud 22	Central	Deep
70	A21	28.22859	-91.71249	UCB	UCB	pipeline	Mud 23	Central	Deep
71	A21	28.22423	-91.70682	UCB	UCB	n/a	Mud 24	Central	Deep
98	n/a	28.08250	-92.00056	Discrete	Natural Bank	n/a	Alderdice 1	Central	Deep
99	n/a	28.07865	-91.99240	Discrete	Natural Bank	n/a	Alderdice 2	Central	Deep
100	n/a	28.08334	-92.01537	Discrete	Natural Bank	n/a	Alderdice 3	Central	Deep
101	n/a	28.08667	-91.00722	Discrete	Natural Bank	n/a	Ewing 1	Central	Deep
102	n/a	28.10340	-91.00416	Discrete	Natural Bank	n/a	Ewing 2	Central	Deep
103	n/a	28.10254	-91.03560	Discrete	Natural Bank	n/a	Ewing 3	Central	Deep



East Region (36 Sites)

siteNum	siteAuburnUCB	Latitude	Longitude	siteType	habitatType	pipeline	siteName	region	depthZone
8	n/a	28.61810	-90.24219	Discrete	Platform	n/a	ST-152-P	East	Mid
9	n/a	28.63713	-90.19350	Discrete	Pipeline Crossing	n/a	PC13	East	Deep
10	n/a	28.36609	-90.20184	Discrete	Platform	n/a	ST-232-A	East	Deep
11	n/a	28.93815	-90.17356	Discrete	Platform	n/a	ST-41-B PROD	East	Shallow
24	n/a	28.61702	-90.25667	Discrete	Artificial Reef	n/a	AR 12	East	Mid
25	n/a	28.61958	-90.24327	Discrete	Artificial Reef	n/a	AR 13	East	Mid
26	n/a	28.61938	-90.24320	Discrete	Artificial Reef	n/a	AR 14	East	Mid
27	n/a	28.61545	-90.14325	Discrete	Artificial Reef	n/a	AR 15	East	Deep
28	n/a	28.61947	-90.13940	Discrete	Artificial Reef	n/a	AR 16	East	Deep
29	n/a	28.61514	-90.24793	Discrete	Pipeline Crossing	n/a	PC 10	East	Mid
36	n/a	28.64200	-89.55600	Discrete	Pipeline Crossing	n/a	PC 9	East	Shallow
37	n/a	28.32029	-90.19826	Discrete	Pipeline Crossing	n/a	PC 12	East	Deep
38	n/a	28.57910	-90.19439	Discrete	Pipeline Crossing	n/a	PC 11	East	Deep
72	A28	28.89000	-90.37000	UCB	UCB	n/a	Gravel 5	East	Shallow
73	A30	28.85175	-90.19036	UCB	UCB	pipeline	Mud 27	East	Shallow
74	A30	28.85050	-90.19618	UCB	UCB	n/a	Mud 26	East	Shallow
75	A29	28.83000	-90.23000	UCB	UCB	n/a	Mud 25	East	Shallow
76	A33	28.67000	-90.21000	UCB	UCB	n/a	Mud 30	East	Mid
77	A27	28.75000	-90.41000	UCB	UCB	n/a	Shrimp Trawl 7	East	Shallow
78	A26	28.73000	-90.45000	UCB	UCB	n/a	Shrimp Trawl 6	East	Shallow
79	A25	28.67000	-90.57000	UCB	UCB	n/a	Shrimp Trawl 5	East	Shallow
80	A24	28.63000	-90.67000	UCB	UCB	n/a	Shrimp Trawl 4	East	Shallow
81	A31	28.63000	-90.37000	UCB	UCB	n/a	Gravel 6	East	Mid
82	A32	28.61173	-90.24709	UCB	UCB	pipeline	Mud 29	East	Mid
83	A32	28.60415	-90.25125	UCB	UCB	n/a	Mud 28	East	Mid
84	A35	28.59000	-90.13000	UCB	UCB	n/a	Mud 33	East	Deep
85	A34	28.57049	-90.19453	UCB	UCB	pipeline	Mud 31	East	Deep
86	A34	28.57044	-90.19008	UCB	UCB	n/a	Mud 32	East	Deep
87	A39	28.35000	-90.15000	UCB	UCB	n/a	Mud 36	East	Deep
88	A38	28.33106	-90.19818	UCB	UCB	pipeline	Mud 34	East	Deep
89	A38	28.33063	-90.19019	UCB	UCB	n/a	Mud 35	East	Deep
90	A37	28.84423	-89.33650	UCB	UCB	n/a	Bottom Longline 2	East	Deep
91	A36	28.83445	-89.46740	UCB	UCB	n/a	Bottom Longline 1	East	Deep
104	n/a	28.64750	-89.56472	Discrete	Natural Bank	n/a	Sackett 1	East	Shelf
105	n/a	28.64300	-89.55300	Discrete	Natural Bank	n/a	Sackett 2	East	Shelf
106	n/a	28.62300	-89.54800	Discrete	Natural Bank	n/a	Sackett 3	East	Shelf



APPENDIX 2. Float Plan Template



Project: TX -624 - Estimation of Red Snapper LDWF

Date	Port	Departure Time	Estimated Return Time	Captain	Cell #	Vessel	Sat Communication
5/29/2020	Galveston, TX	5:30	21:00	Scott Hickman		F/V Catch Share	
LGI Staff	Cell #	Garin Sat Communication	Crew Members				
Kyle McCain			Darrell Willey				
			Tristen Dobson				
Sites	Latitude	Longitude	Zone	Task 1	Task 2	Estimated Arrival Time	Estimated Departure Time
3	28.634438	-92.771399	West Mid	Hook/Line	Sonde	9:00	10:45
13	28.65235	-92.7915	West Mid	Hook/Line	Sonde	11:15	13:00
33	28.596853	-92.99014	West Mid	Hook/Line	Sonde	13:30	17:15
Safety Contacts	Phone Number	Check Out Time	Communication Method	Check In Time	Communication Method		
Office	979-846-7000						
Alana Summerlin							
Benny Galloway							
LDWF Contacts	Phone Number	Coast Guard Contact	Phone Number				
Andy Fischer		Heartland 8th District	504-589-6225				
Jason Froeba							

APPENDIX 3. Letter of Authorization



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, Florida 33701-5505
<https://www.fisheries.noaa.gov/region/southeast>

02/18/2020

F/SER24: DL

Benny Gallaway, Ph.D.
LGL Ecological Research Associates, Inc.
4103 South Texas Avenue, Suite 211
Bryan, Texas 77802

Dear Dr. Gallaway:

This Letter of Acknowledgment (LOA) recognizes the activities outlined in your December 12, 2019, e-mail as scientific research in accordance with the definitions and guidance at 50 CFR Sections 600.10 and 600.745(a). As such, the activities are not subject to fishing regulations at 50 CFR Part 622 or essential fish habitat requirements at 50 CFR Sections 600.805 *et seq.* developed in accordance with the Magnuson-Stevens Fishery Conservation and Management Act.

NOAA Fisheries understands that LGL Ecological Research Associates has received funding from the Louisiana Department of Wildlife and Fisheries through a project entitled *Estimation of Total Red Snapper Abundance in Louisiana and Adjacent Federal Waters*. The research activities will occur at 106 site locations in the vicinity of offshore oil and gas structures, artificial reefs, pipeline crossings, and pipelines in the central and western Gulf of Mexico in water depths of 10-150 meters, and distances of 10-100 nautical miles offshore.

The project will focus primarily on red snapper but may also collect other federally managed species that are found in association with structures. The research will consist of:

- Hook and line capture and sacrifice of red snapper for age and growth research including otolith removal (Maximum of 3 hours fishing time or 75 fish per site);
- Hook and line capture of red snapper; dart tagging for mark/recapture study (up to 100 fish per site at each of 2 selected sites to be double-tagged). Tagged fish will be released at depth using a cage-release method developed during previous research;
- Trammel net sampling for species composition at open water sites.
 - Maximum of 10-30 minute soak time.
 - Estimate of 100-1,000 red snapper caught and sacrificed (donated to charity after processing).
 - Estimated 200-2,000 fish of other (various) species caught and sacrificed or returned to ocean as quickly as possible (kept fish donated to charity).
 - Most catch is intended to be retained. However, researchers will endeavor to reduce mortality of released catch by using short soak times and by releasing individuals as quickly as is practicable.



- Longline or chevron fish traps may be used in lieu of trammel net sampling at open water sites. These alternative gear types would be used if trammel net sampling is found to be ineffective. Catch estimates mirror those listed above for trammel nets.
- Collection of environmental data (temperature, turbidity, salinity, etc.) using a data sonde.
- Hydroacoustic survey transects using a split beam echosounder with submerged transducers.
- Deployment of submersible rotating video (SRV) cameras, which may include a baited SRV camera and a towable camera sled.

This LOA is valid through December 31, 2020. The fishing vessels identified in the appendix, while chartered by and controlled by your group, and operating in accordance with the scientific research plan, are considered research vessels as defined by 50 CFR 600.10. This list of approved vessels may be amended during the course of the LOA. Requests for such amendments must be provided at least 30 days in advance of a sampling trip.

A copy of this LOA and the approved research plan should be on board the vessels while conducting your scientific research activities. This LOA is separate and distinct from any permit or consultation required by the Marine Mammal Protection Act, Endangered Species Act, National Marine Sanctuaries Act, or any other applicable law. If such a permit or consultation is required, it should be obtained prior to embarking on the activity. We wish you success with this important research project and would appreciate a copy of your findings. Please send a copy of any cruise report or other publications resulting from the scientific research activity to me and to the Director, Southeast Fisheries Science Center, 75 Virginia Beach Drive, Miami, Florida 33149-1003. Should you have any questions or concerns please contact Daniel Luers at 727-551-5719.

Sincerely,

CRABTREE.ROY.
E.DR.1365849559

Digitally signed by
CRABTREE.ROY.E.DR.1365849
559
Date: 2020.02.18 13:02:46 -05'00'

Roy E. Crabtree, Ph.D.
Regional Administrator

Enclosure
cc: F/SEFSC, F/EN3

APPENDIX 4. Field Sampling Completion Schedule

All Sites Were Successfully Sampled Despite COVID and Bad Hurricane Season

Site_num	SiteChara	Sample_type	Mark Recapture	Zone_ID	Hydroacoustic survey date	SRV survey date	Open Bottom Sampling Date	Hook/Line Sampling Date	Mark Date	Recapture Date
1	Platform	Hook and Line		West Shallow	5/19/2020	5/19/2020	X	5/19/2020	X	X
34	Pipeline Crossing	Hook and Line		West Shallow	5/18/2020	5/18/2020	X	5/19/2020	X	X
41	Open Bottom	Longline		West Shallow	5/18/2020	5/19/2020	5/19/2020	X	X	X
42	Open Bottom	Longline		West Shallow	5/18/2020	5/19/2020	5/19/2020	X	X	X
43	Open Bottom	Longline		West Shallow	5/19/2020	5/19/2020	5/19/2020	X	X	X
44	Open Bottom	Longline		West Shallow	5/19/2020	5/19/2020	5/19/2020	X	X	X
3	Platform	Hook and Line	MR	West Mid	5/29/2020	5/29/2020	X	5/29/2020	5/29/2020	6/14/2020
13	Artificial Reef	Hook and Line	MR	West Mid	5/29/2020	5/29/2020	X	5/29/2020	5/29/2020	6/14/2020
33	Pipeline Crossing	Hook and Line		West Mid	5/29/2020	5/29/2020	X	5/29/2020	X	X
45	Open Bottom	Longline		West Mid	5/29/2020	5/30/2020	5/30/2020	X	X	X
46	Open Bottom	Longline		West Mid	5/29/2020	5/30/2020	5/30/2020	X	X	X
47	Open Bottom	Longline		West Mid	5/29/2020	5/30/2020	5/30/2020	X	X	X
48	Open Bottom	Longline		West Mid	5/30/2020	5/30/2020	5/30/2020	X	X	X
49	Open Bottom	Longline		West Mid	5/30/2020	5/30/2020	5/30/2020	X	X	X
50	Open Bottom	Longline		West Mid	5/30/2020	5/31/2020	5/31/2020	X	X	X
51	Open Bottom	Longline		West Mid	5/30/2020	5/31/2020	5/31/2020	X	X	X
2	Platform	Hook and Line		West Deep	6/16/2020	6/16/2020	X	6/16/2020	X	X
12	Platform	Hook and Line		West Deep	6/17/2020	6/17/2020	X	6/17/2020	X	X
14	Artificial Reef	Hook and Line		West Deep	6/16/2020	6/16/2020	X	6/16/2020	X	X
15	Artificial Reef	Hook and Line		West Deep	6/16/2020	6/16/2020	X	6/17/2020	X	X
16	Artificial Reef	Hook and Line		West Deep	6/16/2020	6/16/2020	X	6/17/2020	X	X
30	Pipeline Crossing	Hook and Line		West Deep	6/17/2020	6/17/2020	X	6/17/2020	X	X
32	Pipeline Crossing	Hook and Line		West Deep	6/16/2020	6/16/2020	X	6/16/2020	X	X
95	Sonnier bank	Hook and Line		West Deep	6/17/2020	6/17/2020	X	6/18/2020	X	X
96	Sonnier bank	Hook and Line		West Deep	6/17/2020	6/17/2020	X	6/18/2020	X	X
97	Sonnier bank	Hook and Line		West Deep	6/17/2020	6/17/2020	X	6/18/2020	X	X
52	Open Bottom	Longline		West Deep	6/20/2020	6/21/2020	6/21/2020	X	X	X
53	Open Bottom	Longline		West Deep	6/20/2020	6/21/2020	6/21/2020	X	X	X
54	Open Bottom	Longline		West Deep	6/20/2020	6/20/2020	6/20/2020	X	X	X
55	Open Bottom	Longline		West Deep	6/19/2020	6/20/2020	6/20/2020	X	X	X
56	Open Bottom	Longline		West Deep	6/19/2020	6/20/2020	6/20/2020	X	X	X
57	Open Bottom	Longline		West Deep	6/19/2020	6/20/2020	6/20/2020	X	X	X
58	Open Bottom	Longline		West Deep	6/19/2020	6/20/2020	6/20/2020	X	X	X
59	Open Bottom	Longline		West Deep	6/19/2020	6/20/2020	6/20/2020	X	X	X

All Sites Were Successfully Sampled Despite COVID and Bad Hurricane Season

Site_num	SiteChara	Sample_type	Mark Recapture	Zone_ID	Hydroacoustic survey date	SRV survey date	Open Bottom Sampling Date	Hook/Line Sampling Date	Mark Date	Recapture Date
92	Bright bank	Hook and Line		West Shelf	8/3/2020	8/3/2020	X	7/16/2020	X	X
93	Bright bank	Hook and Line		West Shelf	8/3/2020	8/3/2020	X	7/16/2020	X	X
94	Bright bank	Hook and Line		West Shelf	8/3/2020	8/3/2020	X	7/16/2020	X	X
11	Platform	Hook and Line		East Shallow	9/5/2020	9/5/2020	X	9/6/2020	X	X
36	Pipeline Crossing	Hook and Line		East Shallow	9/5/2020	9/5/2020	X	9/6/2020	X	X
72	Open Bottom	Longline		East Shallow	7/8/2020	7/9/2020	7/9/2020	X	X	X
73	Open Bottom	Longline		East Shallow	7/8/2020	7/10/2020	7/10/2020	X	X	X
74	Open Bottom	Longline		East Shallow	7/8/2020	7/10/2020	7/10/2020	X	X	X
75	Open Bottom	Longline		East Shallow	7/8/2020	7/10/2020	7/10/2020	X	X	X
77	Open Bottom	Longline		East Shallow	7/9/2020	7/9/2020	7/9/2020	X	X	X
78	Open Bottom	Longline		East Shallow	7/1/2020	7/2/2020	7/2/2020	X	X	X
79	Open Bottom	Longline		East Shallow	6/30/2020	7/2/2020	7/2/2020	X	X	X
80	Open Bottom	Longline		East Shallow	6/30/2020	7/2/2020	7/2/2020	X	X	X
8	Platform	Hook and Line	MR	East Mid	9/4/2020	9/4/2020	X	9/4/2020	5/21/2020	6/17/2020
24	Artificial Reef	Hook and Line		East Mid	9/4/2020	9/4/2020	X	9/6/2020	X	X
25	Artificial Reef	Hook and Line		East Mid	9/4/2020	9/4/2020	X	9/5/2020	X	X
26	Artificial Reef	Hook and Line	MR	East Mid	9/4/2020	9/4/2020	X	9/5/2020	5/21/2020	6/18/2020
29	Pipeline Crossing	Hook and Line		East Mid	9/4/2020	9/4/2020	X	9/6/2020	X	X
76	Open Bottom	Longline		East Mid	7/3/2020	7/9/2020	7/9/2020	X	X	X
81	Open Bottom	Longline		East Mid	7/1/2020	7/8/2020	7/8/2020	X	X	X
82	Open Bottom	Longline		East Mid	7/4/2020	7/9/2020	7/9/2020	X	X	X
83	Open Bottom	Longline		East Mid	7/4/2020	7/9/2020	7/9/2020	X	X	X
9	Platform	Hook and Line		East Deep	9/4/2020	9/4/2020	X	9/6/2020	X	X
10	Platform	Hook and Line		East Deep	9/3/2020	9/3/2020	X	9/3/2020	X	X
27	Artificial Reef	Hook and Line		East Deep	9/3/2020	9/3/2020	X	9/4/2020	X	X
28	Artificial Reef	Hook and Line		East Deep	9/3/2020	9/3/2020	X	9/4/2020	X	X
37	Pipeline Crossing	Hook and Line		East Deep	9/3/2020	9/3/2020	X	9/3/2020	X	X
38	Pipeline Crossing	Hook and Line		East Deep	9/3/2020	9/3/2020	X	9/3/2020	X	X
84	Open Bottom	Longline		East Deep	7/4/2020	7/9/2020	7/9/2020	X	X	X
85	Open Bottom	Longline		East Deep	7/3/2020	7/9/2020	7/9/2020	X	X	X
86	Open Bottom	Longline		East Deep	7/3/2020	7/9/2020	7/9/2020	X	X	X

All Sites Were Successfully Sampled Despite COVID and Bad Hurricane Season

Site_num	SiteChara	Sample_type	Mark Recapture	Zone_ID	Hydroacoustic survey date	SRV survey date	Open Bottom Sampling Date	Hook/Line Sampling Date	Mark Date	Recapture Date
87	Open Bottom	Longline		East Deep	7/3/2020	7/8/2020	7/8/2020	X	X	X
88	Open Bottom	Longline		East Deep	7/3/2020	7/8/2020	7/8/2020	X	X	X
89	Open Bottom	Longline		East Deep	7/3/2020	7/8/2020	7/8/2020	X	X	X
90	Open Bottom	Longline		East Deep	7/2/2020	7/3/2020	7/3/2020	X	X	X
91	Open Bottom	Longline		East Deep	7/2/2020	7/3/2020	7/3/2020	X	X	X
104	Sackett bank	Hook and Line		East Shelf	9/2/2020	9/2/2020	X	8/16/2020	X	X
105	Sackett bank	Hook and Line		East Shelf	9/2/2020	9/2/2020	X	8/16/2020	X	X
106	Sackett bank	Hook and Line		East Shelf	9/2/2020	9/2/2020	X	8/16/2020	X	X
4	Platform	Hook and Line		Central Shallow	7/2/2020	7/2/2020	X	7/2/2020	X	X
31	Pipeline Crossing	Hook and Line		Central Shallow	7/2/2020	7/2/2020	X	7/2/2020	X	X
60	Open Bottom	Longline		Central Shallow	7/29/2020	8/4/2020	8/4/2020	X	X	X
61	Open Bottom	Longline		Central Shallow	7/30/2020	8/4/2020	8/4/2020	X	X	X
62	Open Bottom	Longline		Central Shallow	7/30/2020	8/4/2020	8/4/2020	X	X	X
7	Platform	Hook and Line	MR	Central Mid	7/2/2020	7/2/2020	X	7/3/2020	5/28/2020	6/16/2020
17	Artificial Reef	Hook and Line	MR	Central Mid	7/2/2020	7/2/2020	X	7/3/2020	5/28/2020	6/16/2020
40	Pipeline Crossing	Hook and Line		Central Mid	7/2/2020	7/2/2020	X	7/2/2020	X	X
63	Open Bottom	Longline		Central Mid	7/30/2020	8/4/2020	8/4/2020	X	X	X
64	Open Bottom	Longline		Central Mid	7/30/2020	8/4/2020	8/4/2020	X	X	X
65	Open Bottom	Longline		Central Mid	7/30/2020	8/4/2020	8/4/2020	X	X	X
5	Platform	Hook and Line		Central Deep	7/10/2020	7/10/2020	X	7/10/2020	X	X
6	Platform	Hook and Line		Central Deep	7/9/2020	7/9/2020	X	7/9/2020	X	X
18	Artificial Reef	Hook and Line		Central Deep	7/9/2020	7/9/2020	X	7/10/2020	X	X
19	Artificial Reef	Hook and Line		Central Deep	7/9/2020	7/9/2020	X	7/10/2020	X	X
20	Artificial Reef	Hook and Line		Central Deep	7/9/2020	7/9/2020	X	7/10/2020	X	X
21	Artificial Reef	Hook and Line		Central Deep	7/8/2020	7/8/2020	X	7/9/2020	X	X
22	Artificial Reef	Hook and Line		Central Deep	7/8/2020	7/8/2020	X	7/9/2020	X	X
23	Artificial Reef	Hook and Line		Central Deep	7/8/2020	7/8/2020	X	7/9/2020	X	X
35	Pipeline Crossing	Hook and Line		Central Deep	7/9/2020	7/9/2020	X	7/10/2020	X	X
39	Pipeline Crossing	Hook and Line		Central Deep	7/9/2020	7/9/2020	X	7/11/2020	X	X
66	Open Bottom	Longline		Central Deep	7/31/2020	8/4/2020	8/4/2020	X	X	X
67	Open Bottom	Longline		Central Deep	7/31/2020	8/4/2020	8/4/2020	X	X	X
68	Open Bottom	Longline		Central Deep	7/31/2020	8/4/2020	8/4/2020	X	X	X
69	Open Bottom	Longline		Central Deep	7/31/2020	8/5/2020	8/5/2020	X	X	X
70	Open Bottom	Longline		Central Deep	7/31/2020	8/5/2020	8/5/2020	X	X	X

All Sites Were Successfully Sampled Despite COVID and Bad Hurricane Season

Site_num	SiteChara	Sample_type	Mark Recapture	Zone_ID	Hydroacoustic survey date	SRV survey date	Open Bottom Sampling Date	Hook/Line Sampling Date	Mark Date	Recapture Date
71	Open Bottom	Longline		Central Deep	7/31/2020	8/5/2020	8/5/2020	X	X	X
98	Alderdice bank	Hook and Line		Central Deep	7/15/2020	7/15/2020	X	7/11/2020	X	X
99	Alderdice bank	Hook and Line		Central Deep	7/15/2020	7/15/2020	X	7/11/2020	X	X
100	Alderdice bank	Hook and Line		Central Deep	7/15/2020	7/15/2020	X	7/11/2020	X	X
101	Ewing bank	Hook and Line		Central Deep	7/16/2020	7/16/2020	X	7/14/2020	X	X
102	Ewing bank	Hook and Line		Central Deep	7/16/2020	7/16/2020	X	7/14/2020	X	X
103	Ewing bank	Hook and Line		Central Deep	7/15/2020	7/15/2020	X	7/14/2020	X	X

APPENDIX 5. Sample Analyses Completion Schedule

All Samples Have Been Analyzed

Site_num	Auburn_Area_ID	SiteChara	Sample_type	Mark Recapture	Zone_ID	Hydroacoustic Data Workup	SRV Workup	TV Workup	Aged
1		Platform	Hook and Line		West Shallow	12/21/2020	8/17/2020	X	10/7/2020
34		Pipeline Crossing	Hook and Line		West Shallow	12/21/2020	8/17/2020	X	No Catch
41	A1	Open Bottom	Longline		West Shallow	12/8/2020	X	8/31/2020	No Catch
42		Open Bottom	Longline		West Shallow	12/8/2020			No Catch
43	A3	Open Bottom	Longline		West Shallow	12/8/2020	X	9/8/2020	No Catch
44	A2	Open Bottom	Longline		West Shallow	12/8/2020	X	9/8/2020	No Catch
3		Platform	Hook and Line	MR	West Mid	12/21/2020	8/18/2020	X	10/8/2020
13		Artificial Reef	Hook and Line	MR	West Mid	12/21/2020	10/1/2020	X	10/12/2008
33		Pipeline Crossing	Hook and Line		West Mid	12/21/2020	10/8/2020	X	10/13/2020
45	A4	Open Bottom	Longline		West Mid	12/8/2020	X	8/31/2020	10/13/2020
46	A5	Open Bottom	Longline		West Mid	12/8/2020	X	9/8/2020	No Catch
47		Open Bottom	Longline		West Mid	12/8/2020			10/13/2020
48	A6	Open Bottom	Longline		West Mid	12/8/2020	X	9/9/2020	No Catch
49	A7	Open Bottom	Longline		West Mid	12/8/2020	X	9/9/2020	10/13/2020
50	A8	Open Bottom	Longline		West Mid	12/8/2020	X	9/9/2020	10/13/2020
51	A9	Open Bottom	Longline		West Mid	12/9/2020	X	9/10/2020	10/13/2020
2		Platform	Hook and Line		West Deep	12/21/2020	10/5/2020	X	10/15/2020
12		Platform	Hook and Line		West Deep	12/21/2020	10/5/2020	X	10/20/2020
14		Artificial Reef	Hook and Line		West Deep	12/21/2020	10/7/2020	X	10/21/2020
15		Artificial Reef	Hook and Line		West Deep	12/21/2020	9/23/2020	X	10/21/2020
16		Artificial Reef	Hook and Line		West Deep	1/4/2021	9/25/2020	X	10/22/2020
30		Pipeline Crossing	Hook and Line		West Deep	1/4/2021	10/7/2020	X	10/30/2020
32		Pipeline Crossing	Hook and Line		West Deep	1/4/2021	10/8/2020	X	10/28/2020
95		Sonnier bank	Hook and Line		West Deep	1/12/2021	10/14/2020	X	10/23/2020
96		Sonnier bank	Hook and Line		West Deep	1/12/2021	10/20/2020	X	10/26/2020
97		Sonnier bank	Hook and Line		West Deep	1/12/2021	10/15/2020	X	10/28/2020

All Samples Have Been Analyzed

Site_num	Auburn_Area_ID	SiteChara	Sample_type	Mark Recapture	Zone_ID	Hydroacoustic Data Workup	SRV Workup	TV Workup	Aged
52	A10	Open Bottom	Longline		West Deep	12/9/2020	X	9/10/2020	11/2/2020
53		Open Bottom	Longline		West Deep	12/9/2020			No Catch
54	A12	Open Bottom	Longline		West Deep	12/9/2020	X	9/11/2020	11/2/2020
55	A11	Open Bottom	Longline		West Deep	12/9/2020	X	9/11/2020	11/2/2020
56	A13	Open Bottom	Longline		West Deep	12/9/2020	X	9/14/2020	11/2/2020
57		Open Bottom	Longline		West Deep	12/9/2020			11/3/2020
58	A14	Open Bottom	Longline		West Deep	12/11/2020	X	9/14/2020	11/3/2020
59	A15	Open Bottom	Longline		West Deep	12/11/2020	X	9/16/2020	11/3/2020
92		Bright bank	Hook and Line		West Shelf	1/21/2021	11/3/2020	X	No Catch
93		Bright bank	Hook and Line		West Shelf	1/21/2021	12/3/2020	X	11/3/2020
94		Bright bank	Hook and Line		West Shelf	1/21/2021	12/7/2020	X	11/19/2020
4		Platform	Hook and Line		Central Shallow	1/12/2021	10/14/2020	X	11/19/2020
31		Pipeline Crossing	Hook and Line		Central Shallow	1/12/2021	10/13/2020	X	No Catch
60	A16	Open Bottom	Longline		Central Shallow	12/11/2020	X	12/2/2020	No Catch
61	A17	Open Bottom	Longline		Central Shallow	12/11/2020	X	12/1/2020	No Catch
62		Open Bottom	Longline		Central Shallow	12/11/2020	X		No Catch
7		Platform	Hook and Line	MR	Central Mid	1/4/2021	10/21/2020	X	11/20/2020
17		Artificial Reef	Hook and Line	MR	Central Mid	1/4/2021	10/13/2020	X	11/23/2020
40		Pipeline Crossing	Hook and Line		Central Mid	1/12/2021	10/14/2020	X	11/23/2020
63	A19	Open Bottom	Longline		Central Mid	12/11/2020	X	12/3/2020	No Catch
64	A18	Open Bottom	Longline		Central Mid	12/11/2020	X	9/28/2020	11/24/2020
65		Open Bottom	Longline		Central Mid	12/11/2020			11/24/2020
5		Platform	Hook and Line		Central Deep	1/4/2021	11/4/2020	X	No Catch
6		Platform	Hook and Line		Central Deep	1/4/2021	12/16/2020	X	11/24/2020
18		Artificial Reef	Hook and Line		Central Deep	1/4/2021	11/5/2020	X	11/24/2020
19		Artificial Reef	Hook and Line		Central Deep	1/4/2021	11/5/2020	X	11/24/2020
20		Artificial Reef	Hook and Line		Central Deep	1/4/2021	11/9/2020	X	11/24/2020
21		Artificial Reef	Hook and Line		Central Deep	1/4/2021	11/16/2020	X	11/24/2020
22		Artificial Reef	Hook and Line		Central Deep	1/4/2021	11/17/2020	X	11/24/2020
23		Artificial Reef	Hook and Line		Central Deep	1/4/2021	11/18/2020	X	11/24/2020
35		Pipeline Crossing	Hook and Line		Central Deep	1/4/2021	11/19/2020	X	12/1/2020
39		Pipeline Crossing	Hook and Line		Central Deep	1/4/2021	11/23/2020	X	No Catch

All Samples Have Been Analyzed

Site_num	Auburn_Area_ID	SiteChara	Sample_type	Mark Recapture	Zone_ID	Hydroacoustic Data Workup	SRV Workup	TV Workup	Aged
66	A23	Open Bottom	Longline		Central Deep	12/16/2020	X	1/6/2021	12/2/2020
67		Open Bottom	Longline		Central Deep	12/16/2020			12/2/2020
68	A22	Open Bottom	Longline		Central Deep	12/11/2020	X	1/7/2021	12/2/2020
69	A20	Open Bottom	Longline		Central Deep	12/11/2020	X	1/7/2021	No Catch
70	A21	Open Bottom	Longline		Central Deep	12/11/2020	X	1/7/2021	No Catch
71		Open Bottom	Longline		Central Deep	12/11/2020			No Catch
98		Alderdice bank	Hook and Line		Central Deep	1/12/2021	12/10/2020	X	12/8/2020
99		Alderdice bank	Hook and Line		Central Deep	1/12/2021	12/11/2020	X	12/8/2020
100		Alderdice bank	Hook and Line		Central Deep	1/12/2021	12/14/2020	X	12/14/2020
101		Ewing bank	Hook and Line		Central Deep	1/12/2021	12/15/2020	X	12/14/2020
102		Ewing bank	Hook and Line		Central Deep	1/12/2021	1/18/2021	X	12/14/2020
103		Ewing bank	Hook and Line		Central Deep	1/12/2021	1/20/2021	X	12/14/2020
11		Platform	Hook and Line		East Shallow	1/15/2021	11/25/2020	X	12/14/2020
36		Pipeline Crossing	Hook and Line		East Shallow	1/21/2021	12/14/2020	X	12/14/2020
72	A28	Open Bottom	Longline		East Shallow	12/16/2020	X	1/7/2021	No Catch
73	A30	Open Bottom	Longline		East Shallow	12/16/2020	X	1/8/2021	12/14/2020
74		Open Bottom	Longline		East Shallow	12/16/2020			No Catch
75	A29	Open Bottom	Longline		East Shallow	12/16/2020	X	1/8/2021	No Catch
77	A27	Open Bottom	Longline		East Shallow	12/16/2020	X	1/8/2021	No Catch
78	A26	Open Bottom	Longline		East Shallow	12/16/2020	X	1/12/2021	No Catch
79	A25	Open Bottom	Longline		East Shallow	12/16/2020	X	1/12/2021	No Catch
80	A24	Open Bottom	Longline		East Shallow	12/16/2020	X	9/23/2020	No Catch
8		Platform	Hook and Line	MR	East Mid	1/15/2021	12/28/2020	X	2/9/2021
24		Artificial Reef	Hook and Line		East Mid	1/15/2021	12/21/2020	X	2/26/2021
25		Artificial Reef	Hook and Line		East Mid	1/15/2021	12/21/2020	X	2/5/2021
26		Artificial Reef	Hook and Line	MR	East Mid	1/15/2021	12/22/2020	X	2/8/2021
29		Pipeline Crossing	Hook and Line		East Mid	1/15/2021	12/22/2020	X	2/1/2021
76	A33	Open Bottom	Longline		East Mid	12/16/2020	X	1/8/2021	2/2/2021
81	A31	Open Bottom	Longline		East Mid	12/16/2020	X	9/23/2020	No Catch
82	A32	Open Bottom	Longline		East Mid	12/16/2020	X	9/29/2020	1/5/2021
83		Open Bottom	Longline		East Mid	12/16/2020			1/5/2021
9		Pipeline Crossing	Hook and Line		East Deep	1/15/2021	1/6/2021	X	2/3/2021
10		Platform	Hook and Line		East Deep	1/15/2021	1/7/2021	X	2/9/2021
27		Artificial Reef	Hook and Line		East Deep	1/15/2021	1/8/2021	X	2/26/2021
28		Artificial Reef	Hook and Line		East Deep	1/15/2021	1/12/2021	X	2/25/2021
37		Pipeline Crossing	Hook and Line		East Deep	1/21/2021	1/12/2021	X	2/11/2021
38		Pipeline Crossing	Hook and Line		East Deep	1/21/2021	1/13/2021	X	2/5/2021

All Samples Have Been Analyzed

Site_num	Auburn_Area_ID	SiteChara	Sample_type	Mark Recapture	Zone_ID	Hydroacoustic Data Workup	SRV Workup	TV Workup	Aged
84	A35	Open Bottom	Longline		East Deep	12/18/2020	X	9/30/2020	2/4/2021
85	A34	Open Bottom	Longline		East Deep	12/18/2020	X	10/5/2020	2/4/2021
86		Open Bottom	Longline		East Deep	12/18/2020			2/1/2021
87	A39	Open Bottom	Longline		East Deep	12/18/2020	X	10/8/2020	2/9/2021
88	A38	Open Bottom	Longline		East Deep	12/18/2020	X	10/8/2020	2/2/2021
89		Open Bottom	Longline		East Deep	12/18/2020			2/2/2021
90	A37	Open Bottom	Longline		East Deep	12/18/2020	X	10/13/2020	2/1/2021
91	A36	Open Bottom	Longline		East Deep	12/18/2020	X	10/13/2020	2/26/2021
104		Sackett bank	Hook and Line		East Shelf	1/21/2021	1/19/2021	X	1/19/2021
105		Sackett bank	Hook and Line		East Shelf	1/21/2021	1/15/2021	X	1/19/2021
106		Sackett bank	Hook and Line		East Shelf	1/21/2021	1/21/2021	X	1/19/2021

APPENDIX 6. Red Snapper Length Summaries

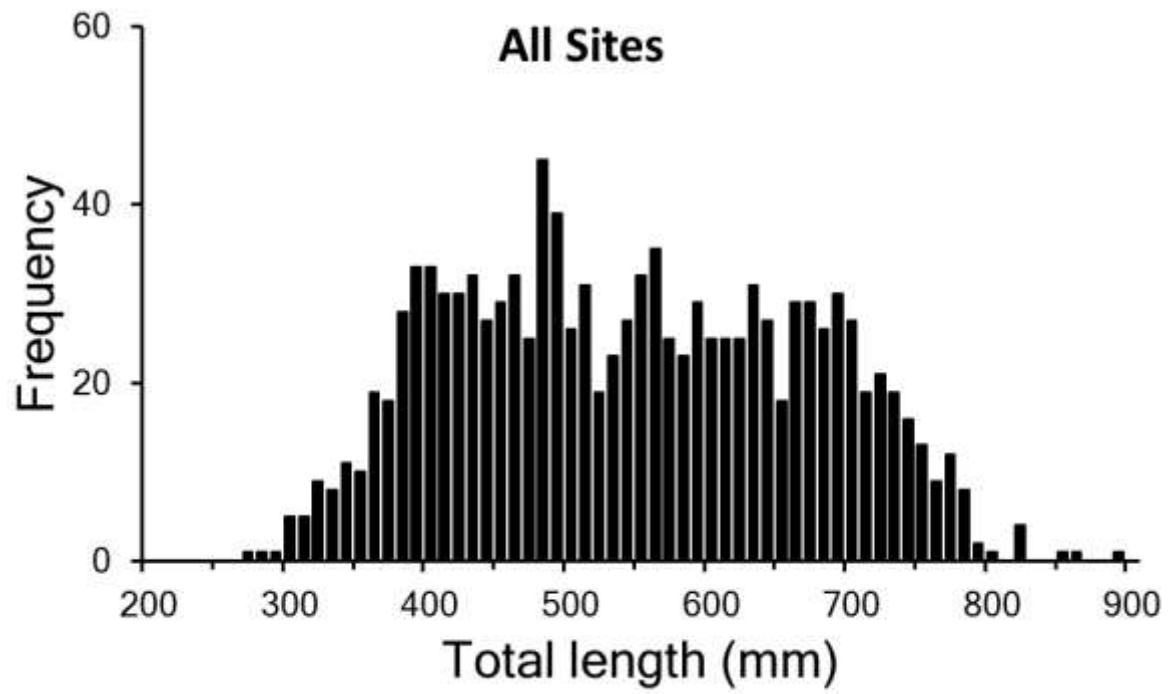


Figure 6-1. Length frequency distribution for Red Snapper caught in this study.

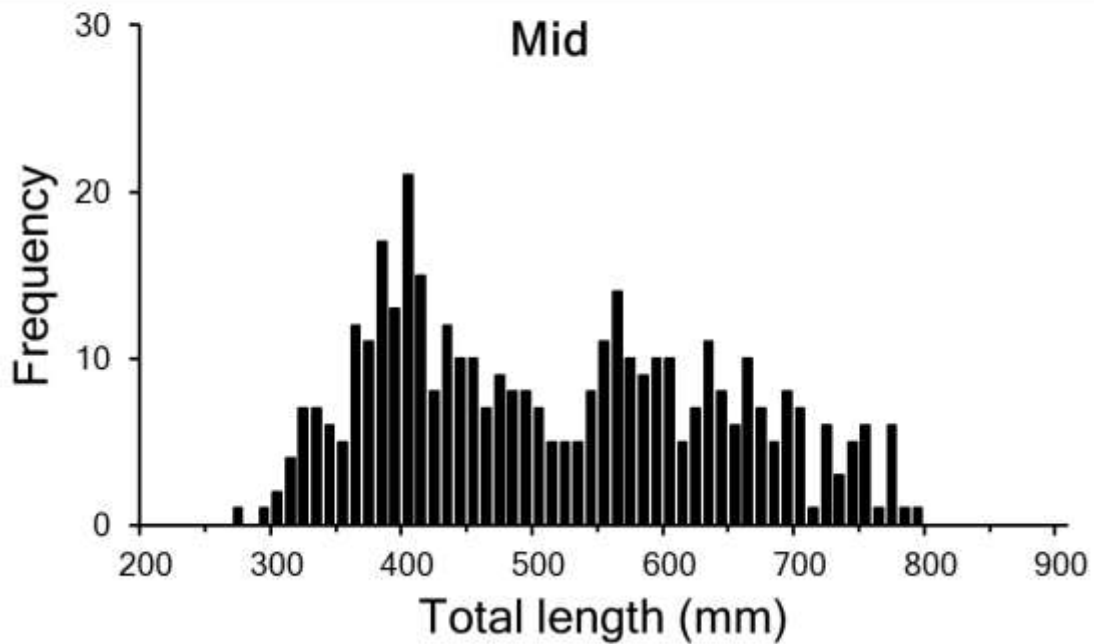
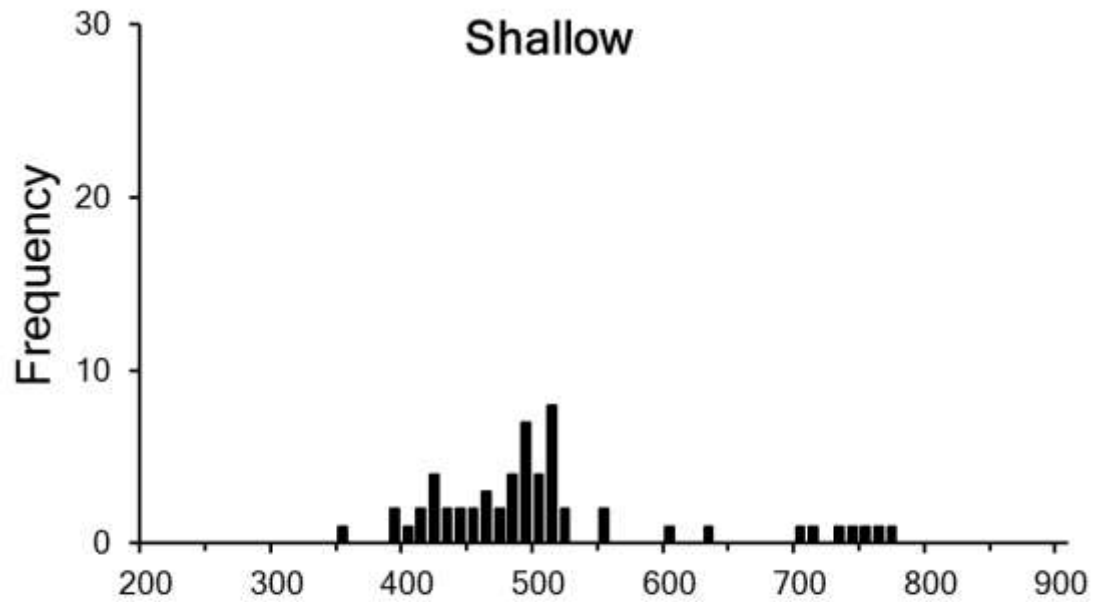


Figure 6-2. Length frequency distribution for Red Snapper caught at all structure types in the shallow and mid depth zones.

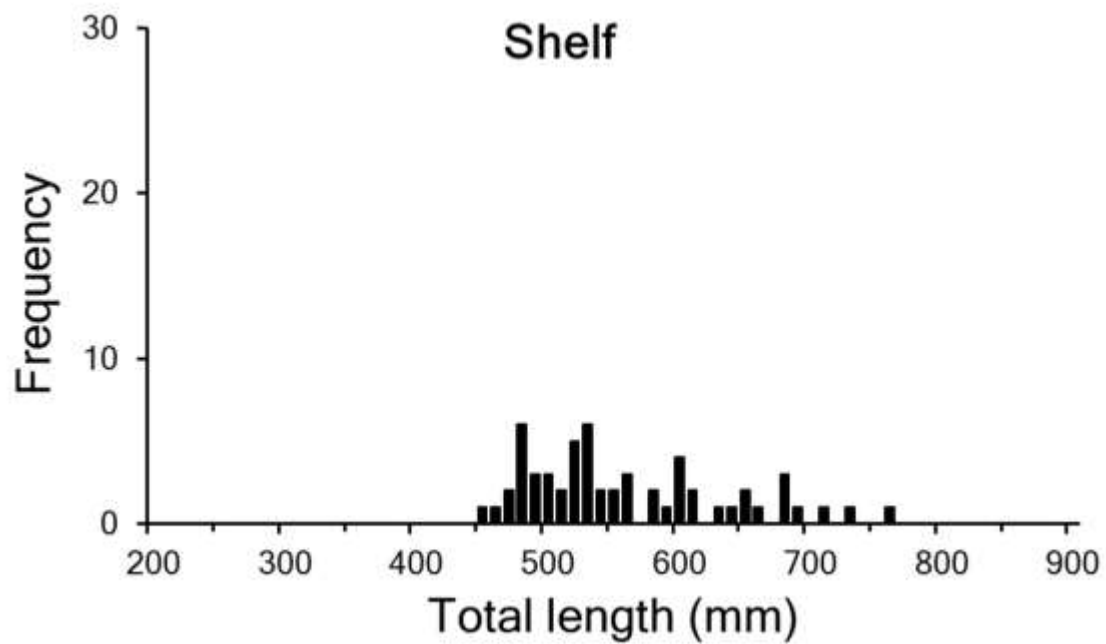
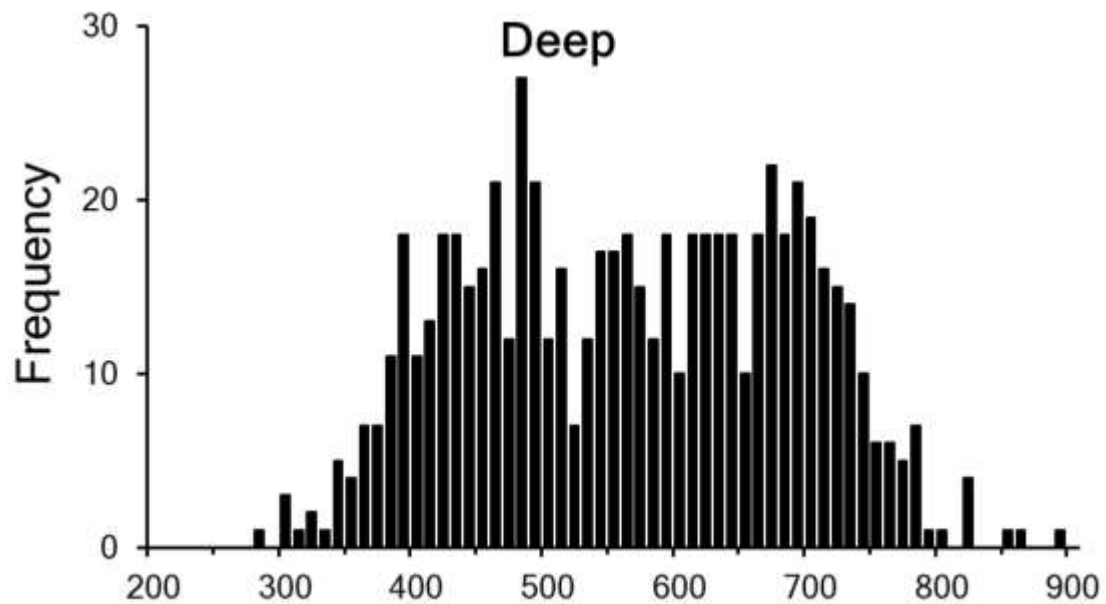


Figure 6-3. Length frequency distribution for Red Snapper caught at all structure types in the deep and shelf depth zones.

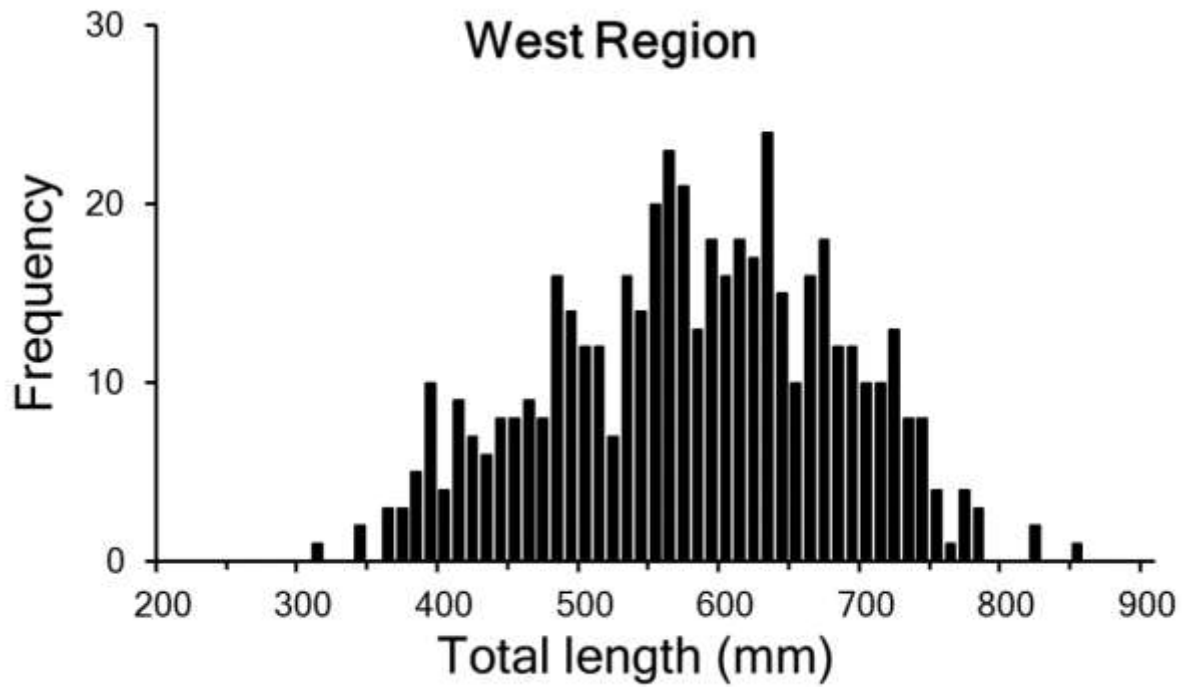


Figure 6-4. Length frequency distribution for Red Snapper caught at all structure types and depth zones in the West Region.

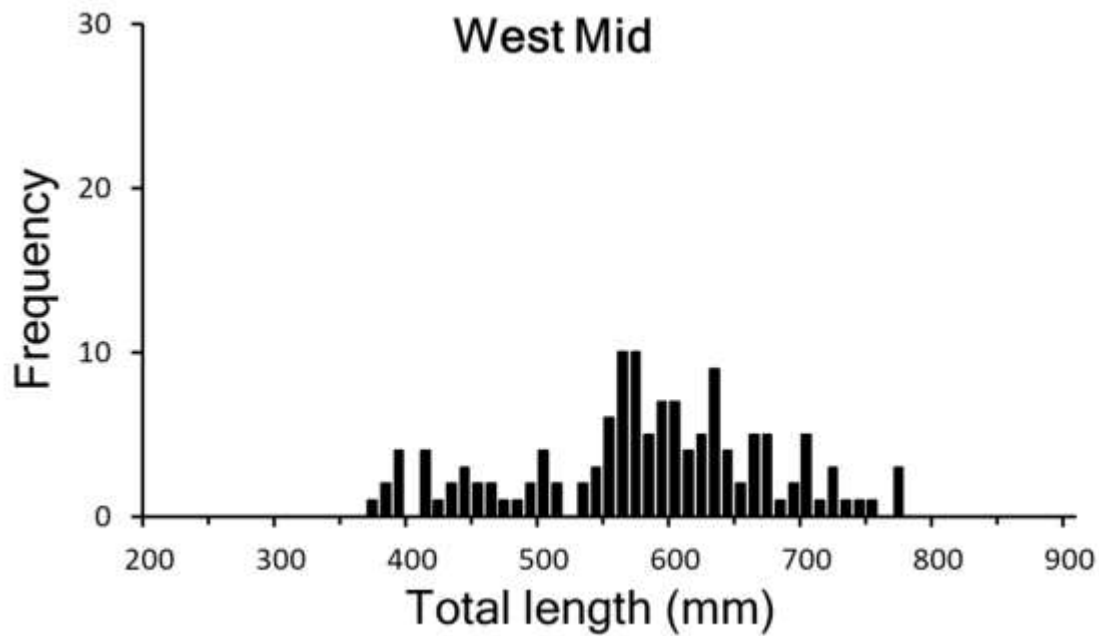
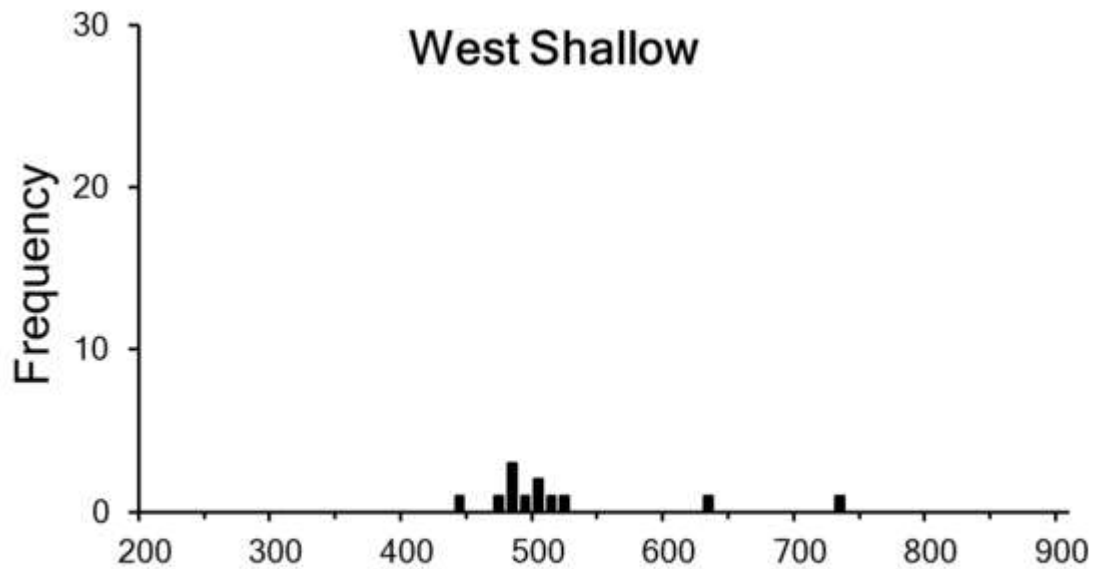


Figure 6-5. Length frequency for Red Snapper caught at all structure types in the shallow and mid depth zones of the west region.

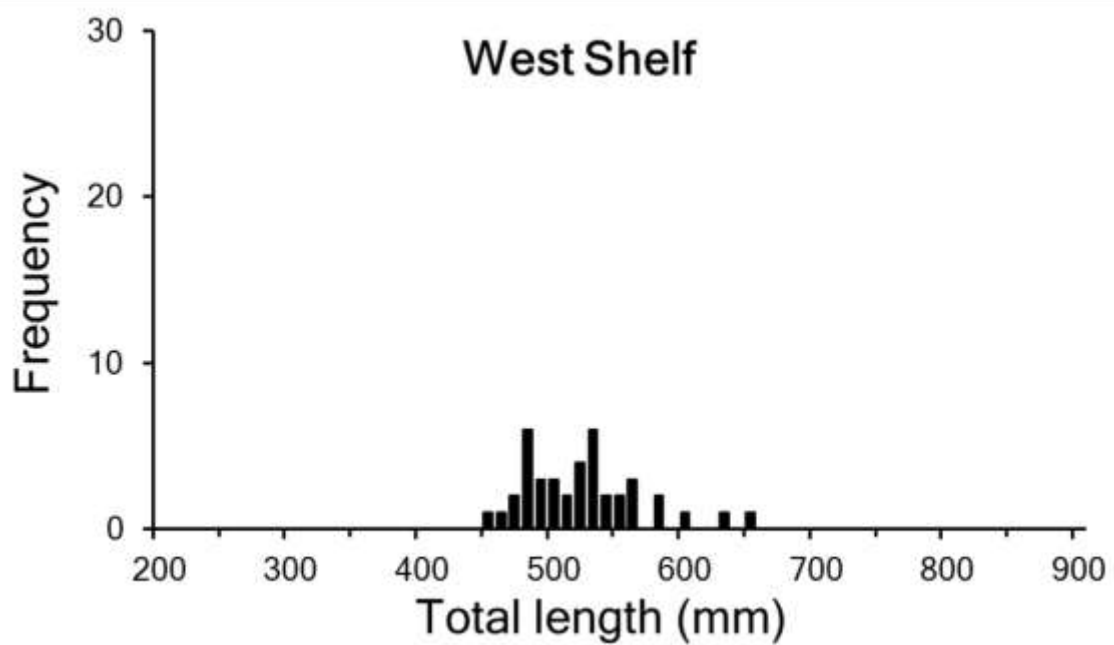
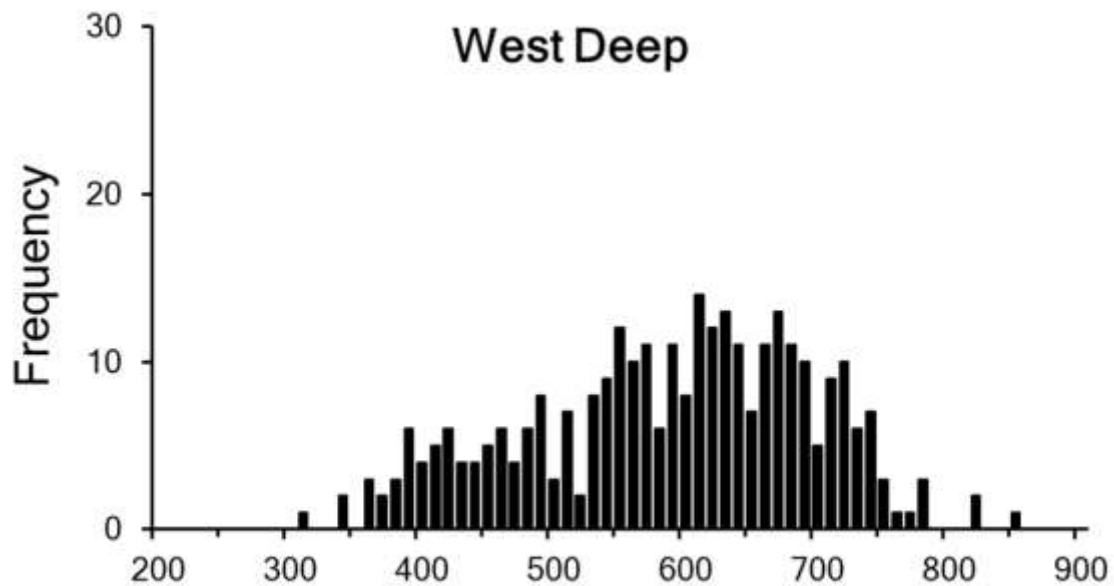


Figure 6-6, Length frequency distribution for Red Snapper caught at all structure types in the deep and shelf depth zones of the west region.

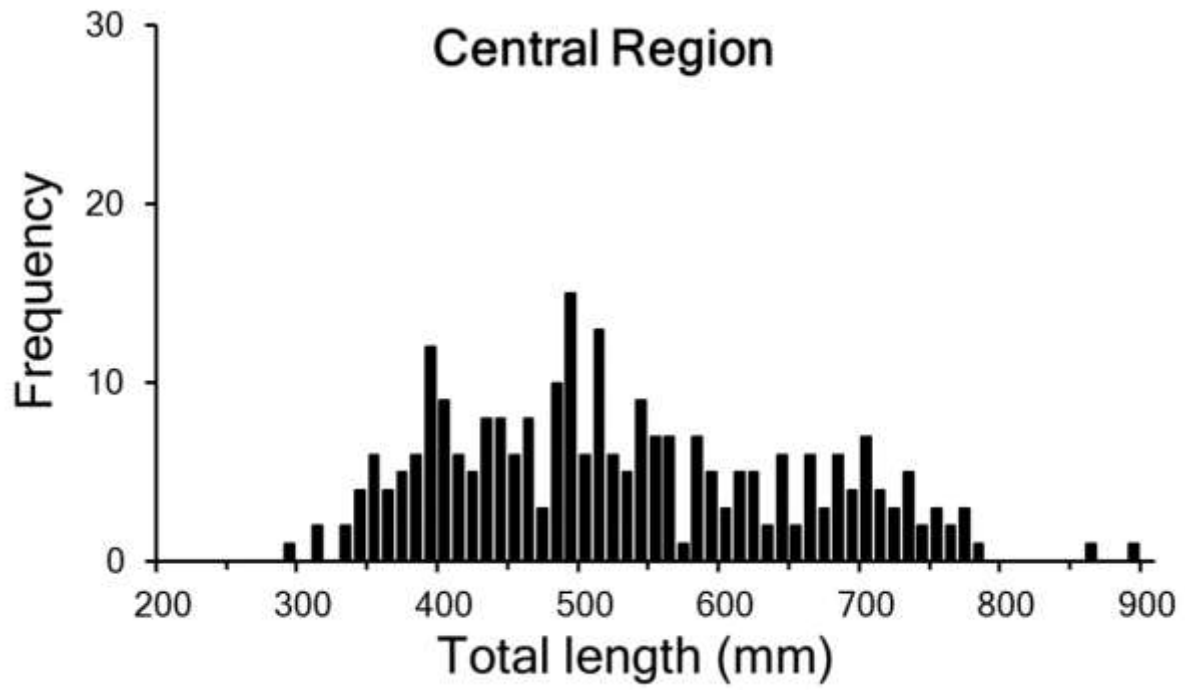


Figure 6-7. Length frequency distribution for Red Snapper caught at all structure types and depth zones in the central region.

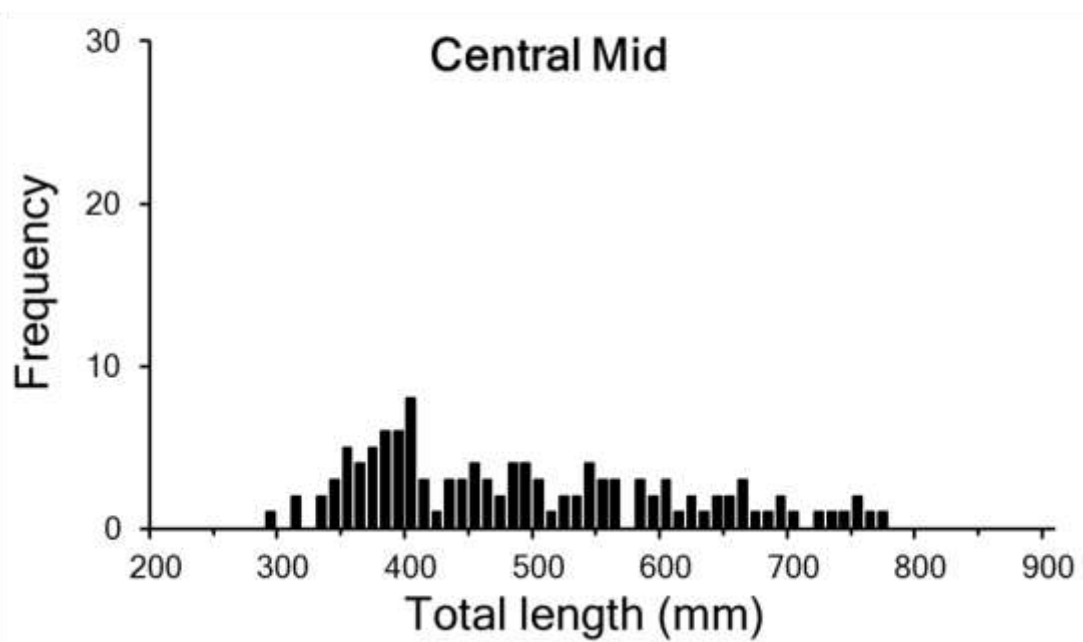
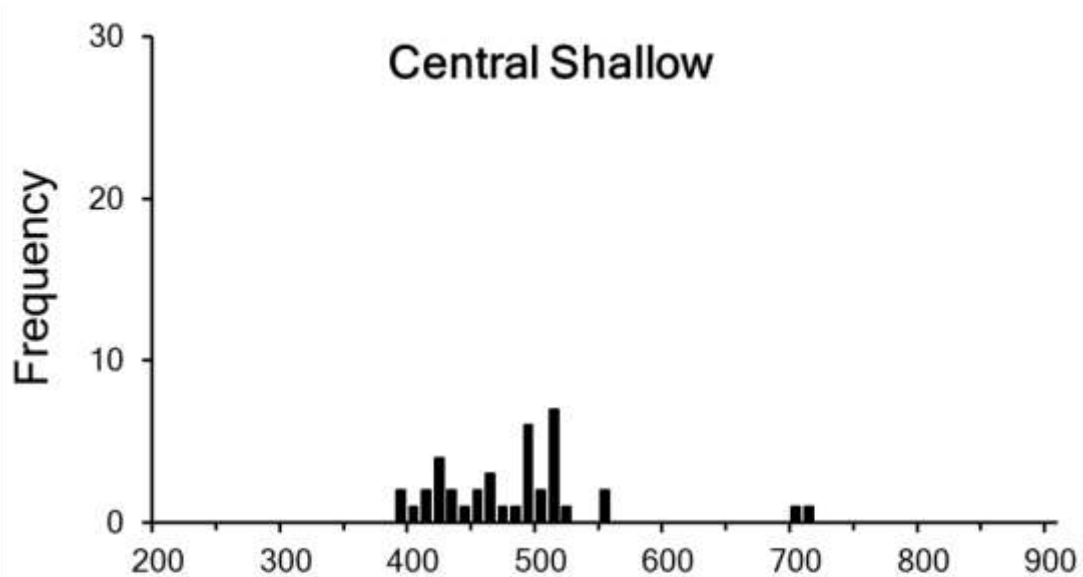


Figure 6-8. Length frequency distribution for Red Snapper caught at all structure types in the shallow and mid depth zones of the central region.

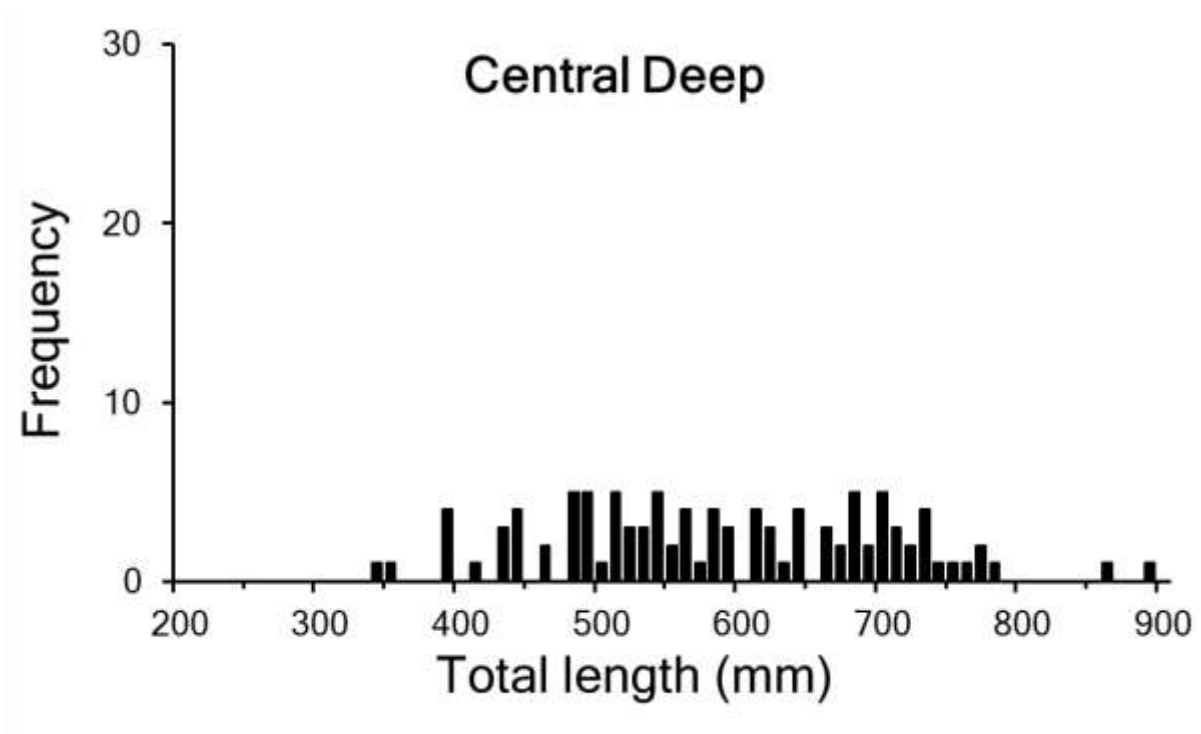


Figure 6-9. Length frequency distribution for Red Snapper caught at all structure types in the deep depth zone of the central region.

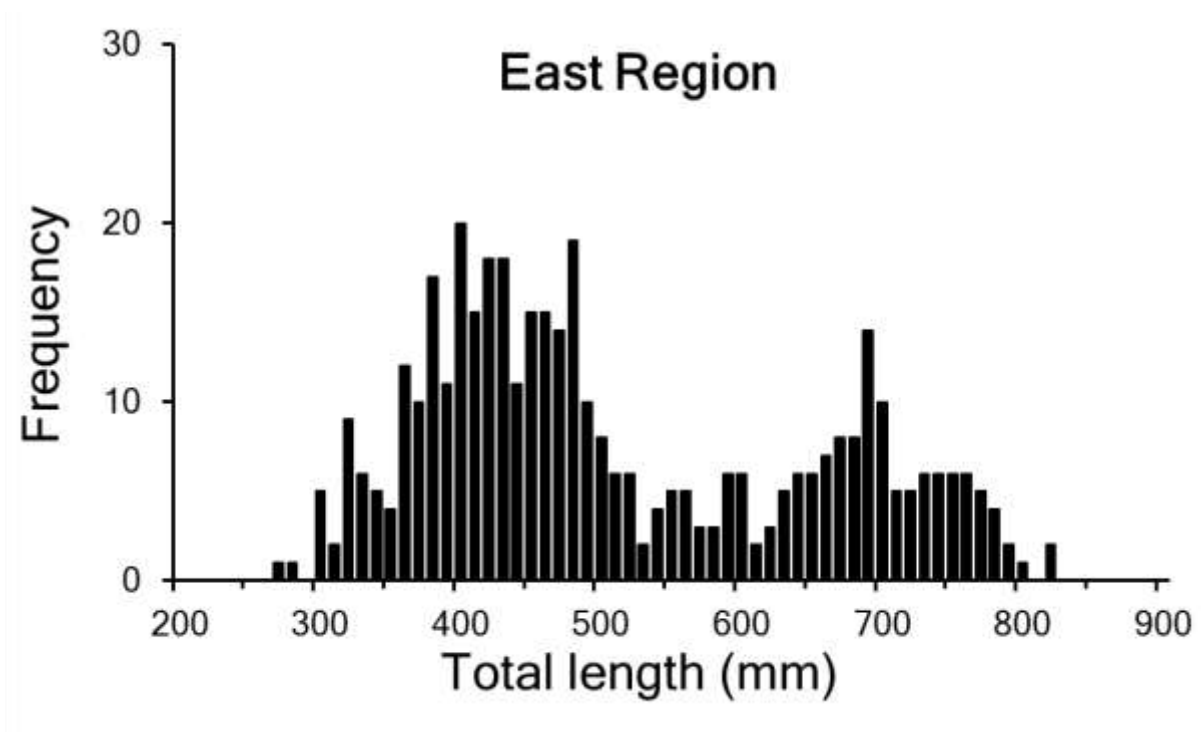


Figure 6-10. Length frequency distribution for Red Snapper caught at all structure types and depth zones in the east region.

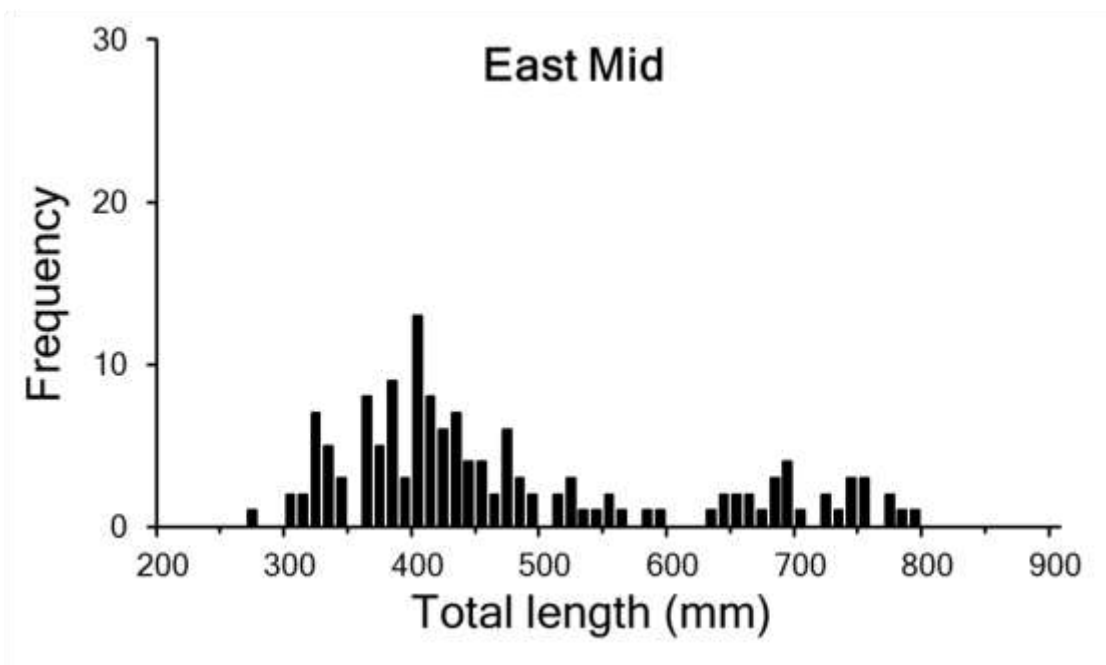
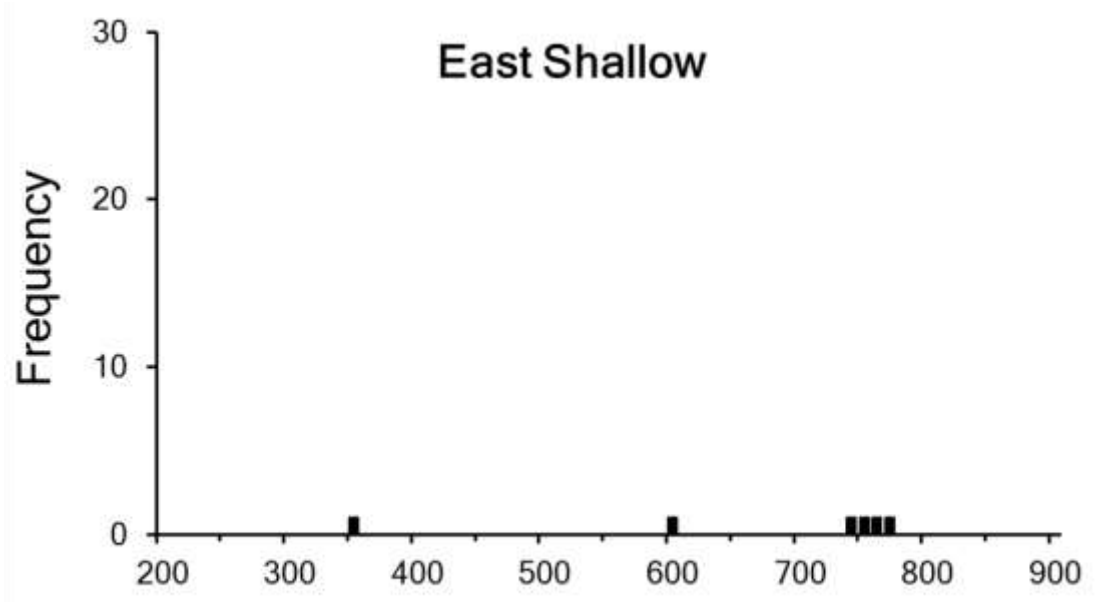


Figure 6-11. Length frequency distribution for Red Snapper caught at all structure types in the shallow and mid depth zones of the east region.

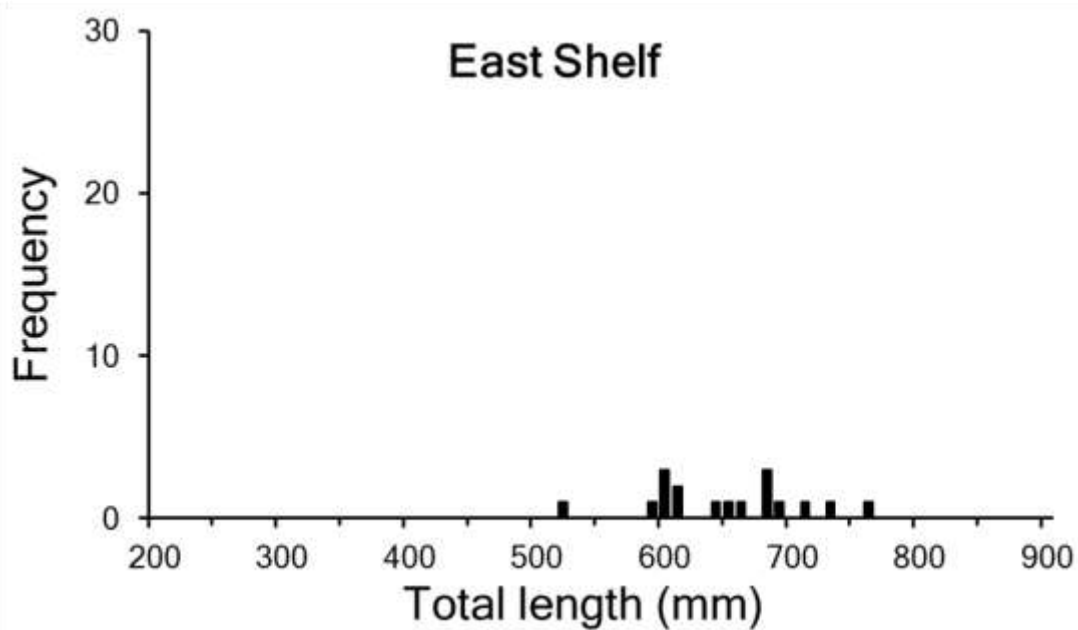
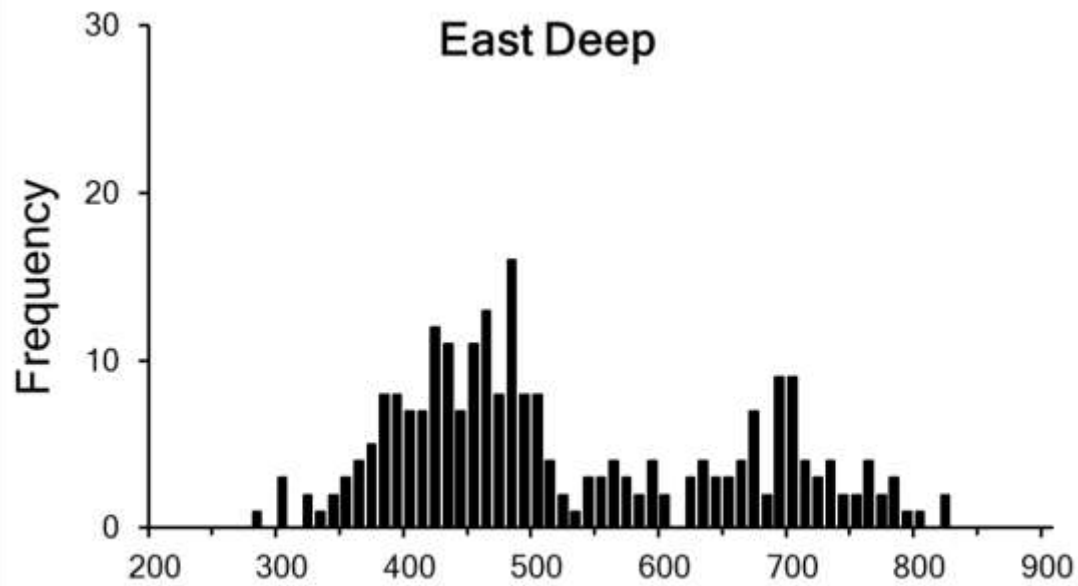


Figure 6-12. Length frequency distribution for Red Snapper caught at all structure types in the deep and shelf depth zones of the east region.

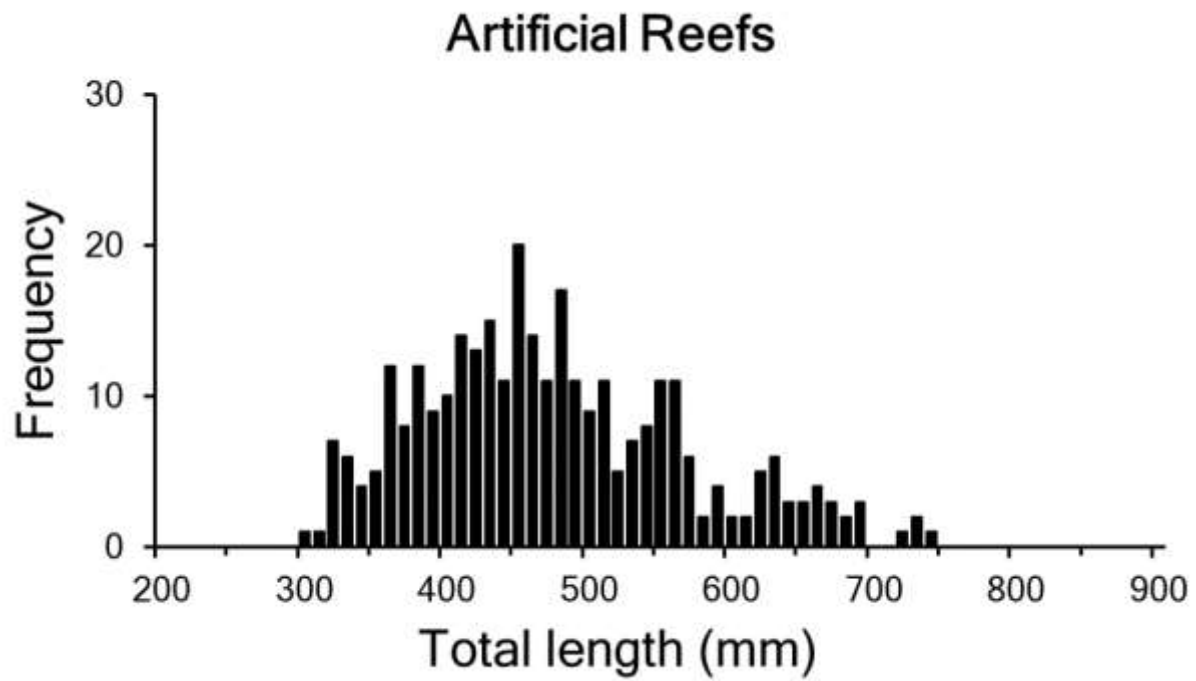


Figure 6-13. Length frequency distribution for Red Snapper caught at all artificial reefs.

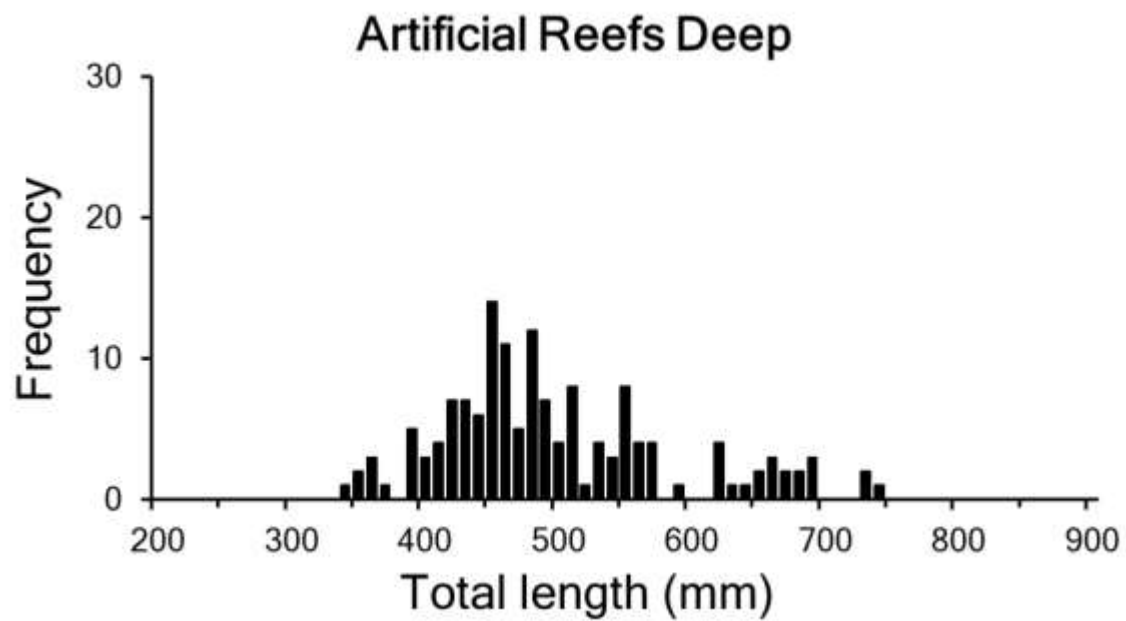
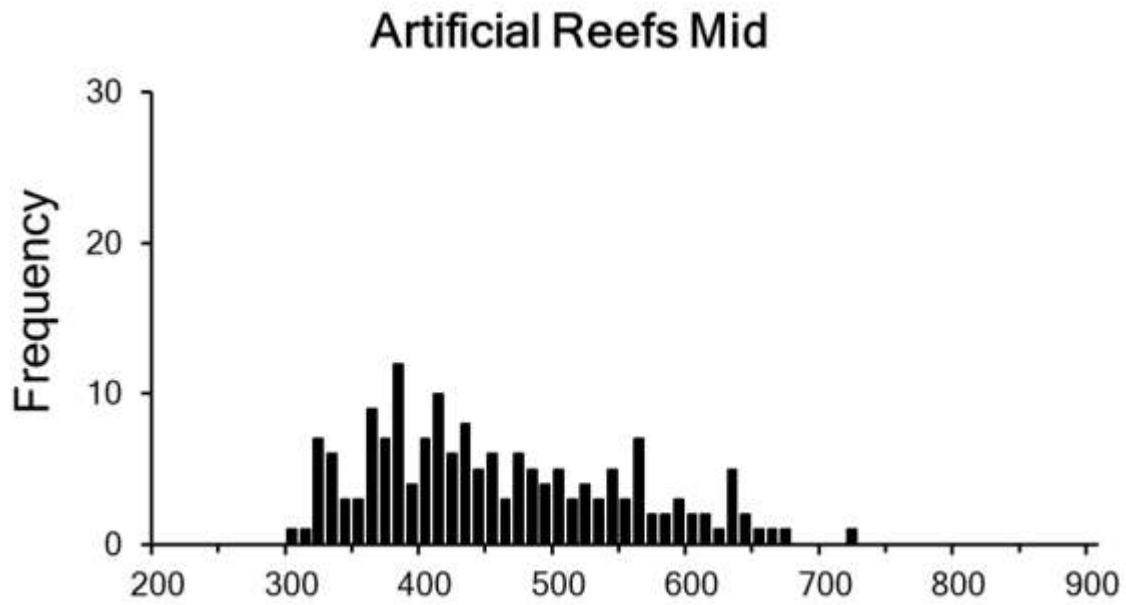


Figure 6-14. Length frequency distribution for Red Snapper caught at all artificial reefs in the mid and deep depth zones.

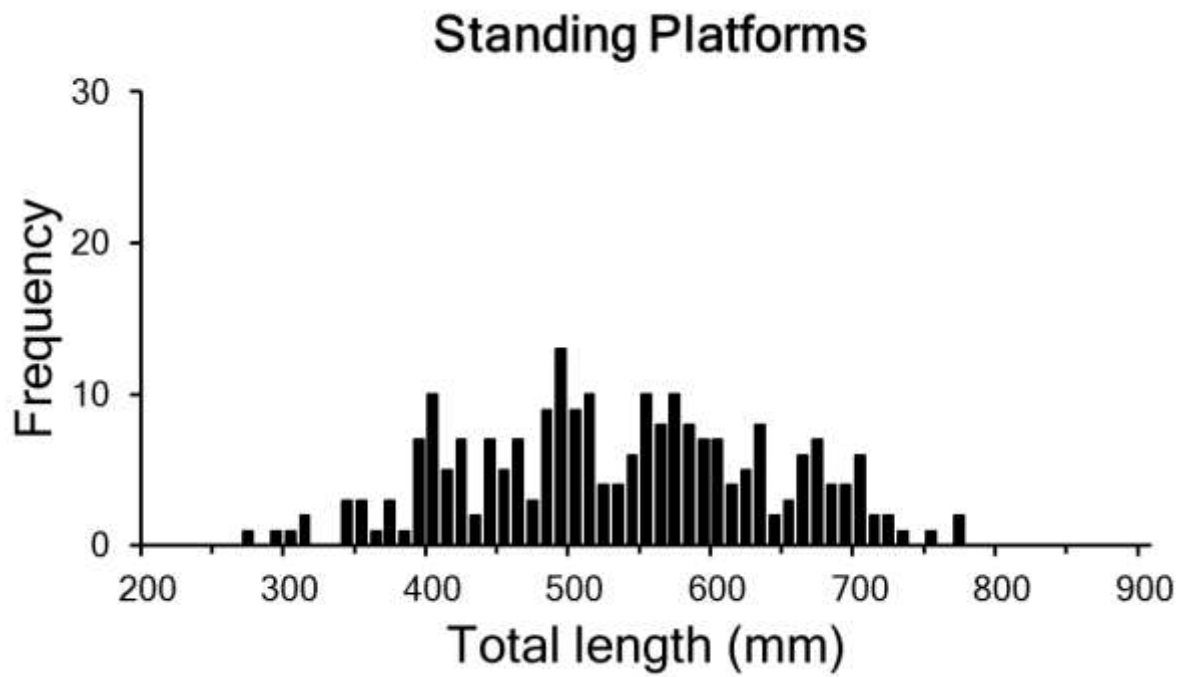


Figure 6-15. Length frequency distribution for Red Snapper caught at all standing platforms.

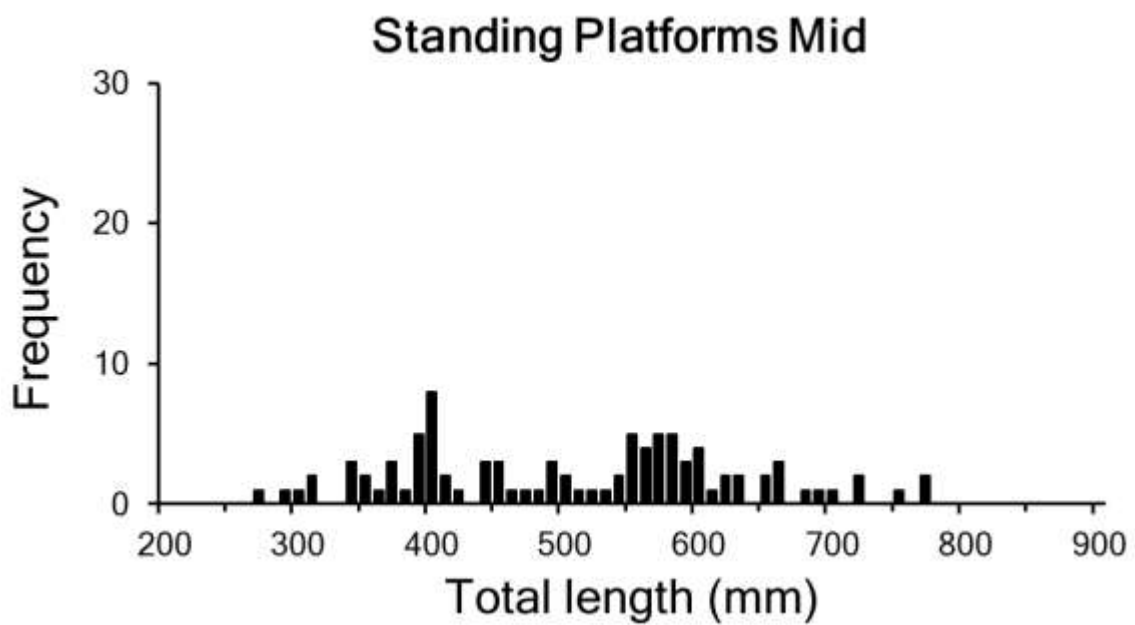
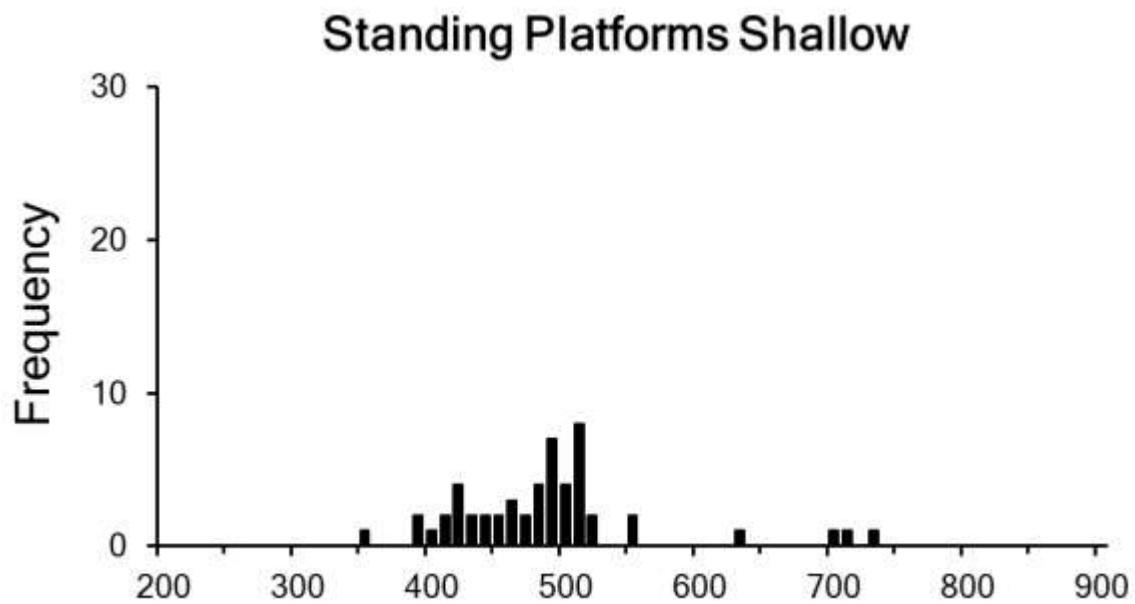


Figure 6-16. Length frequency distribution for Red Snapper caught at standing platforms in the shallow and mid depth zones.

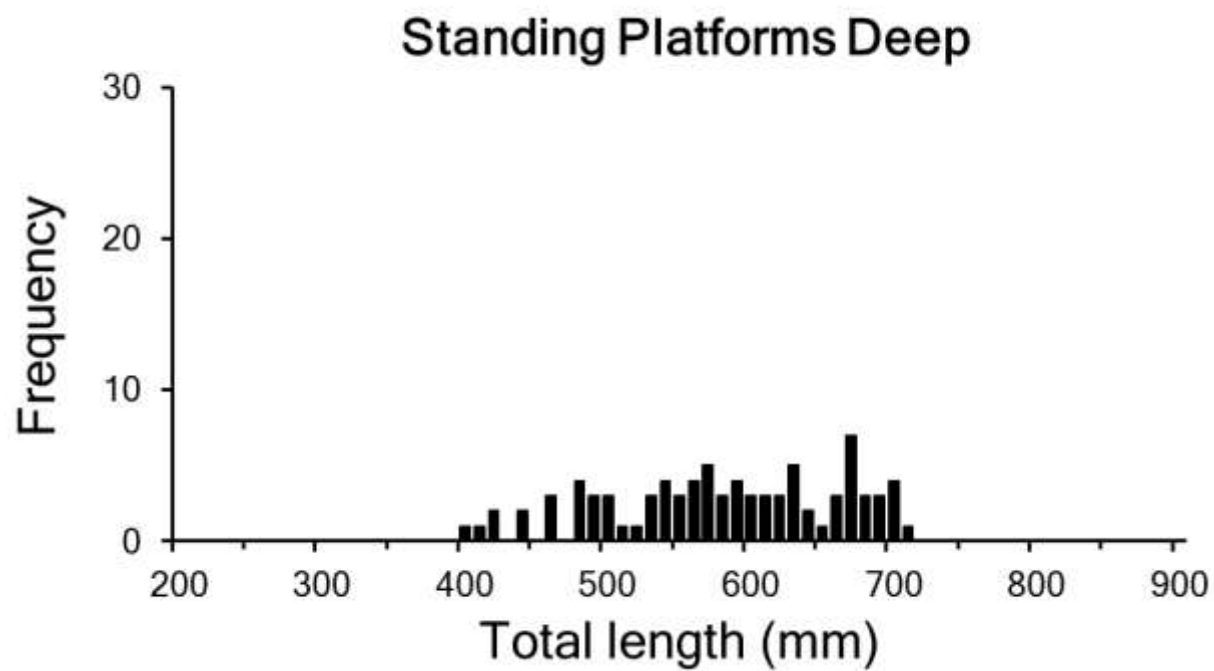


Figure 6-17. Length frequency distribution for Red Snapper caught at standing platforms in the deep depth zone.

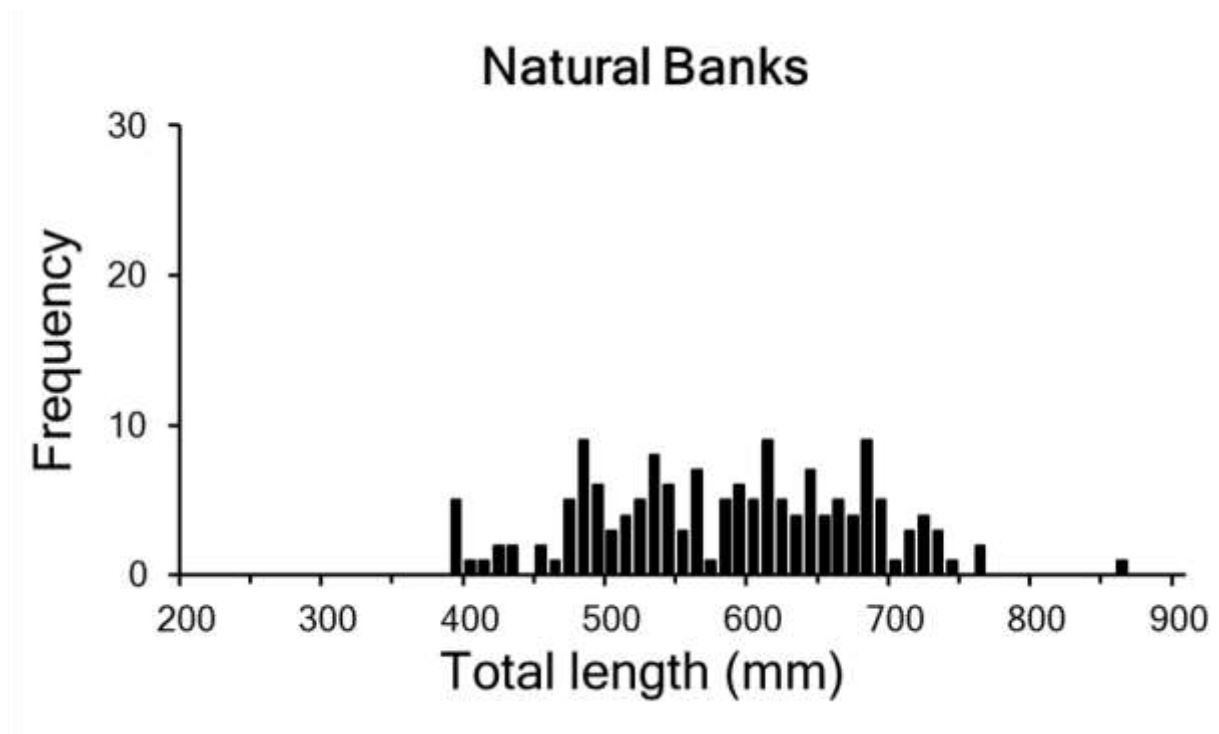


Figure 6-18. Length frequency distribution for Red Snapper caught at natural banks.

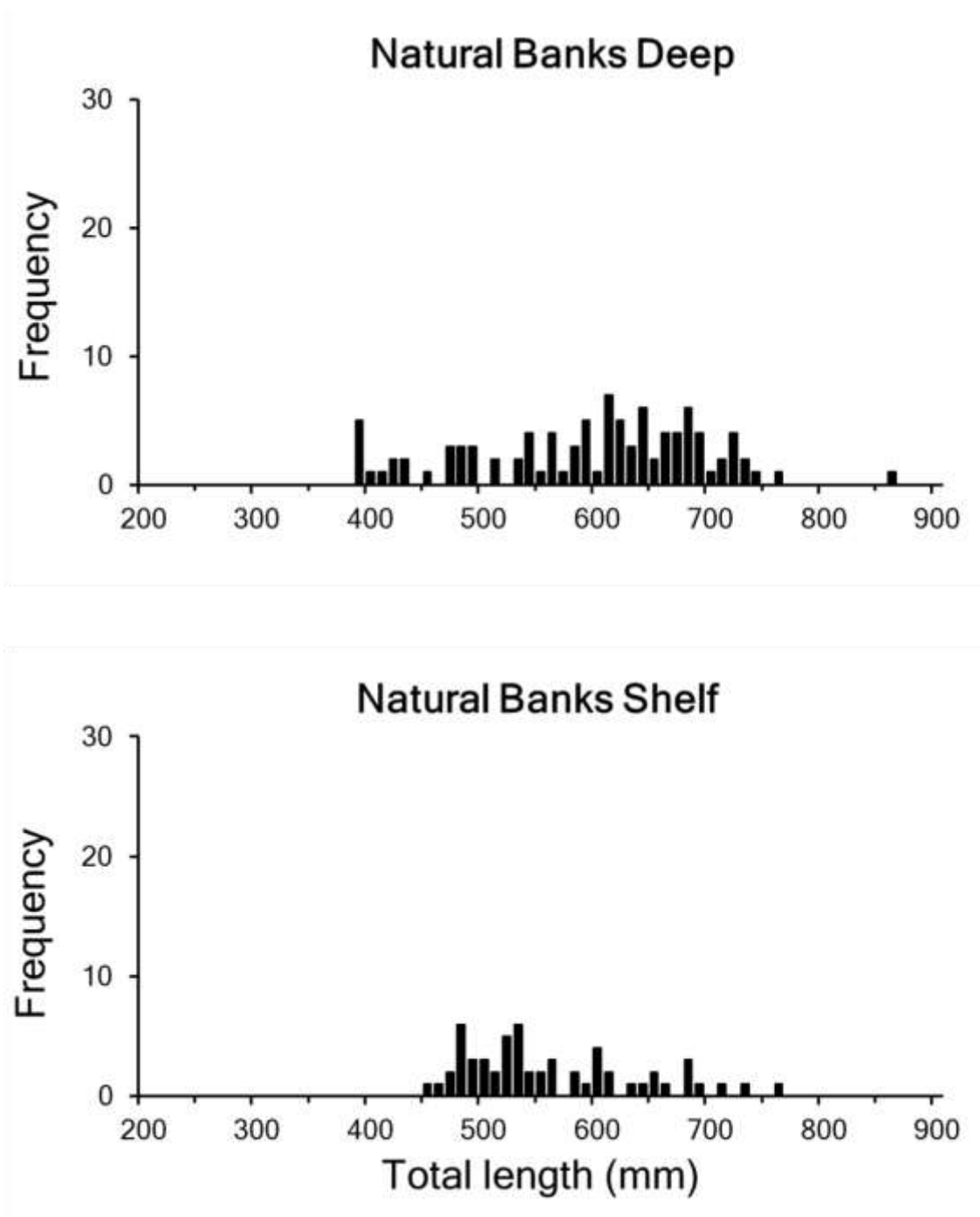


Figure 6-19. Length frequency distribution for Red Snapper caught at natural banks in the deep and shelf depth zones.

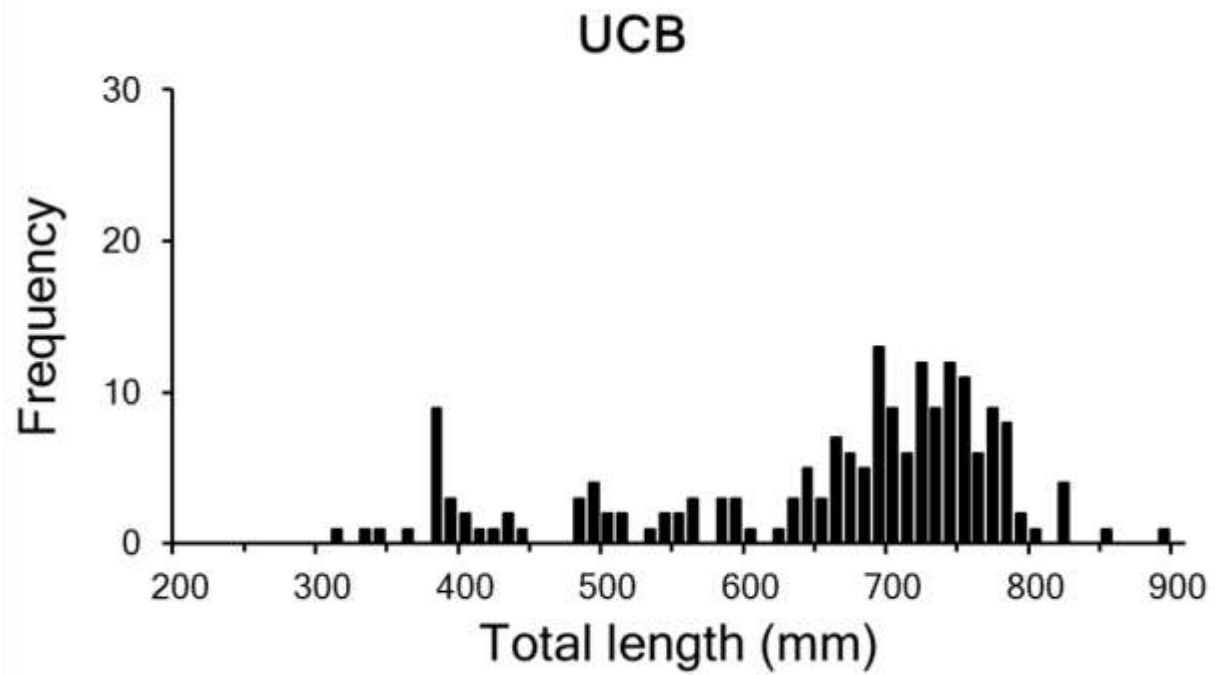


Figure 6-20. Length frequency distribution for Red Snapper caught on uncharacterized bottom (UCB) sites.

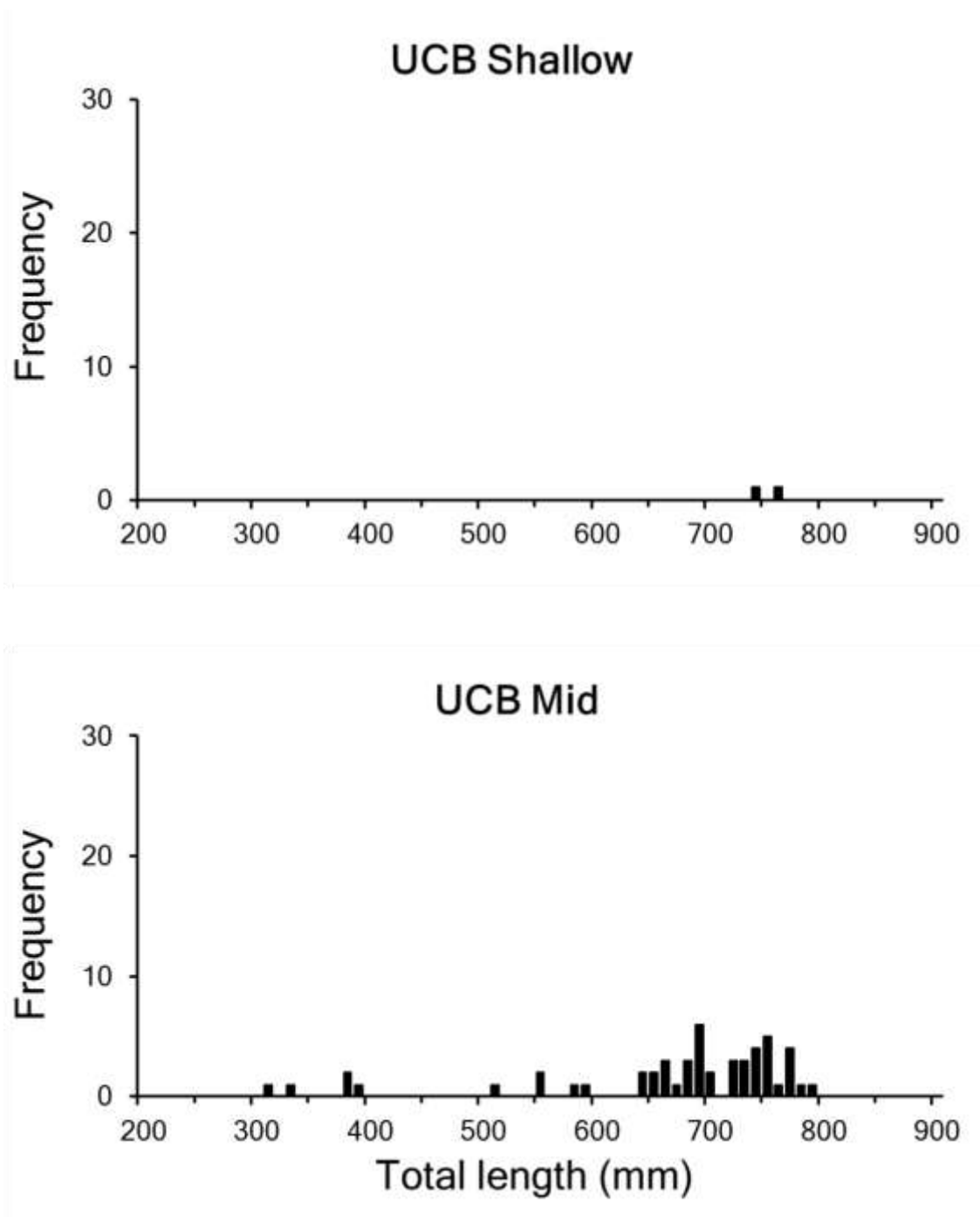


Figure 6-21. Length frequency distribution for Red Snapper caught on uncharacterized bottom (UCB) sites in the shallow and mid depth zones.

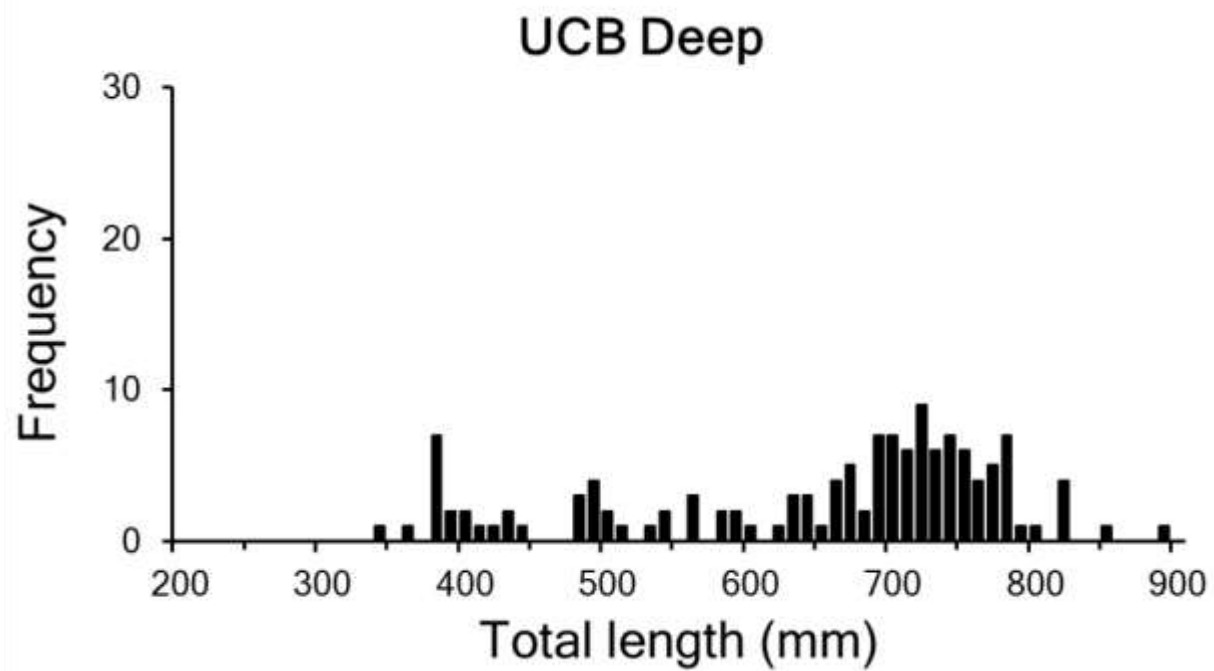


Figure 6-22. Length frequency distribution for Red Snapper caught on uncharacterized bottom (UCB) sites in the deep depth zone.

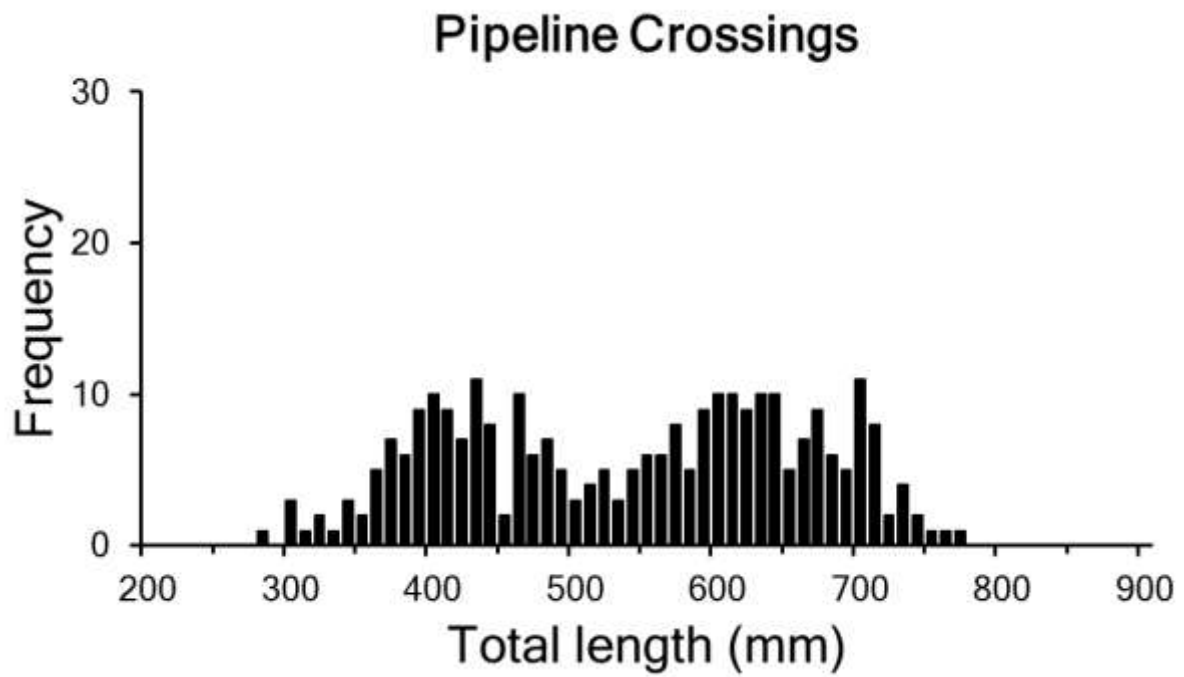


Figure 6-23. Length frequency distribution for Red Snapper caught at pipeline crossings.

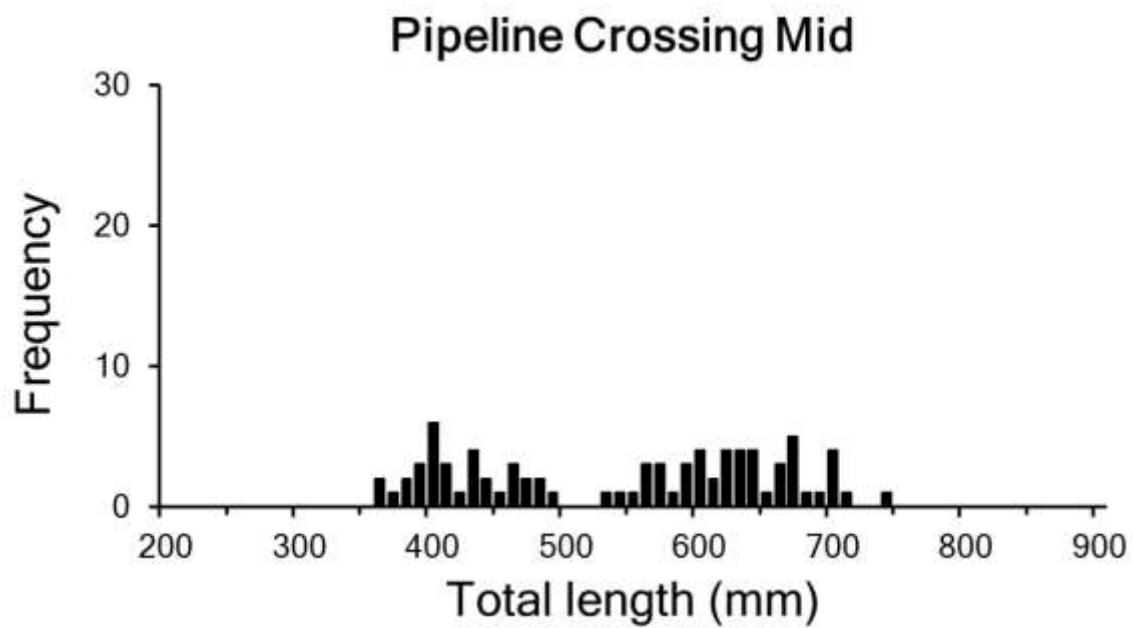
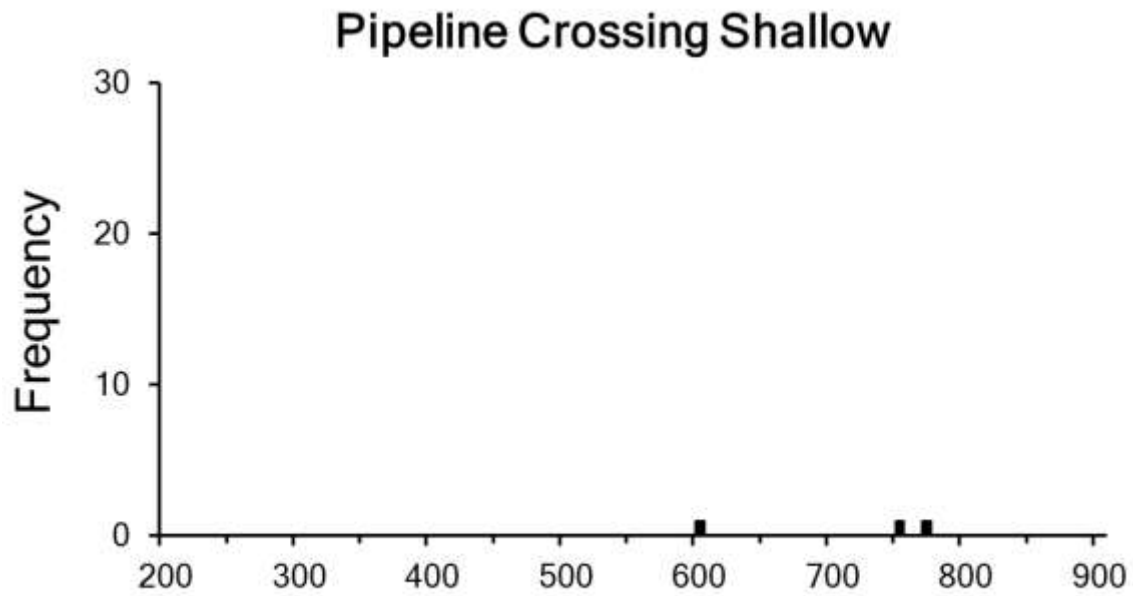


Figure 6-24. Length frequency distribution for Red Snapper caught at pipeline crossings in the shallow and mid depth zones.

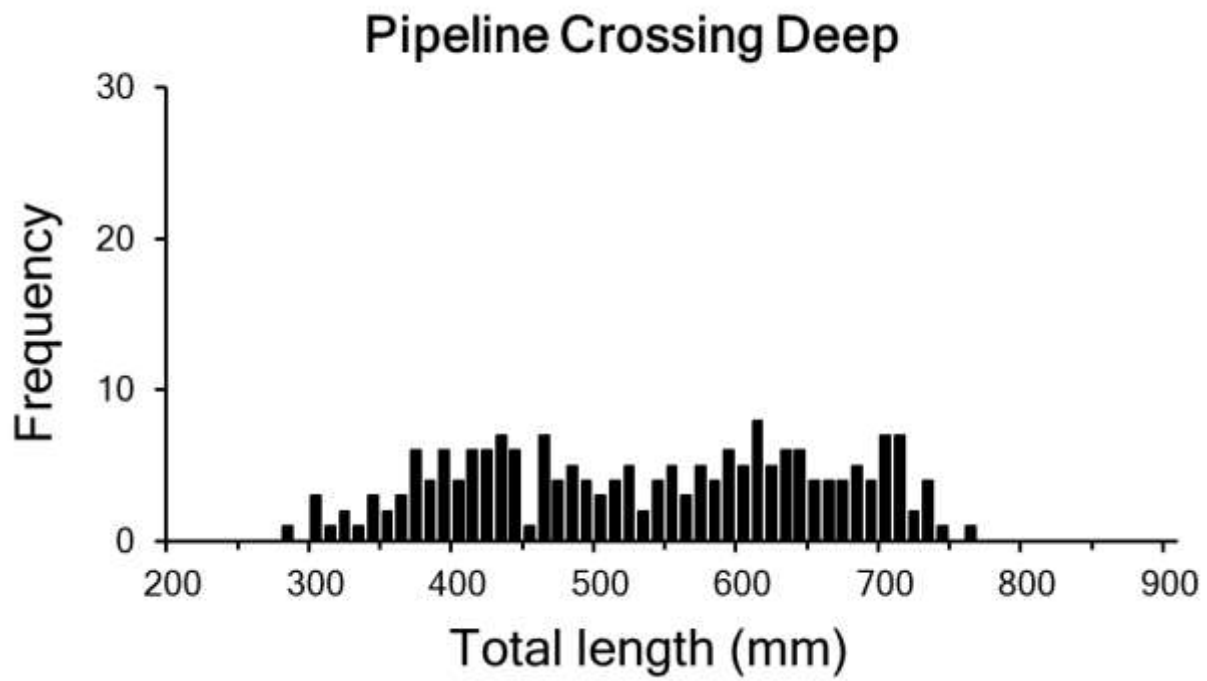


Figure 6-25. Length frequency distribution for Red Snapper caught at pipeline crossings in the deep depth zone.

APPENDIX 7. Red Snapper Age Summaries

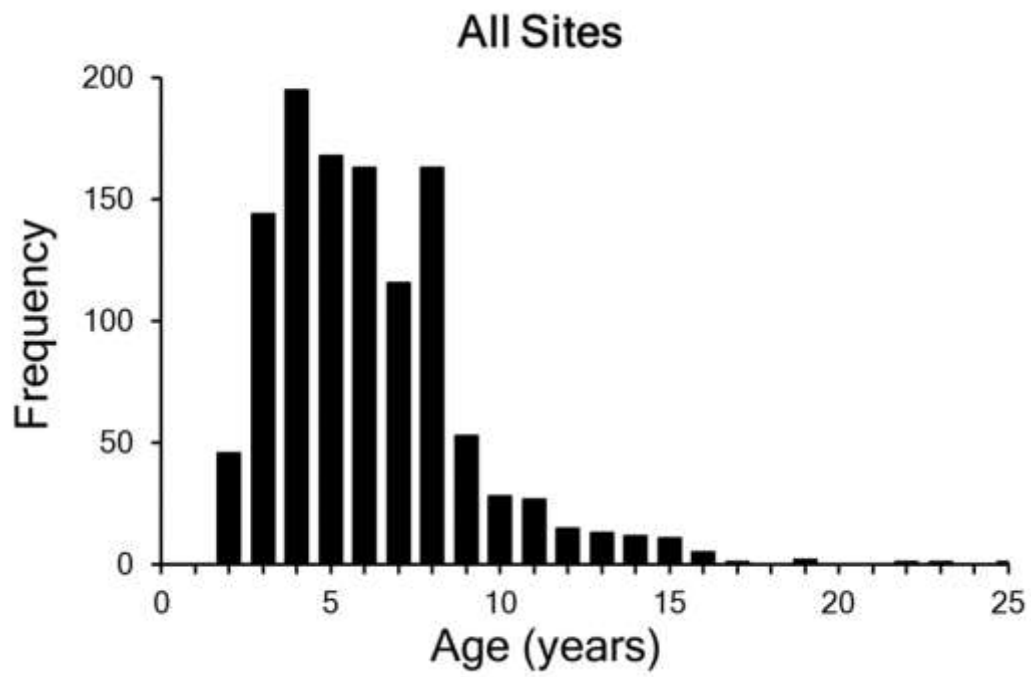


Figure 7-1. Age frequency distribution for all Red Snapper caught in this study.

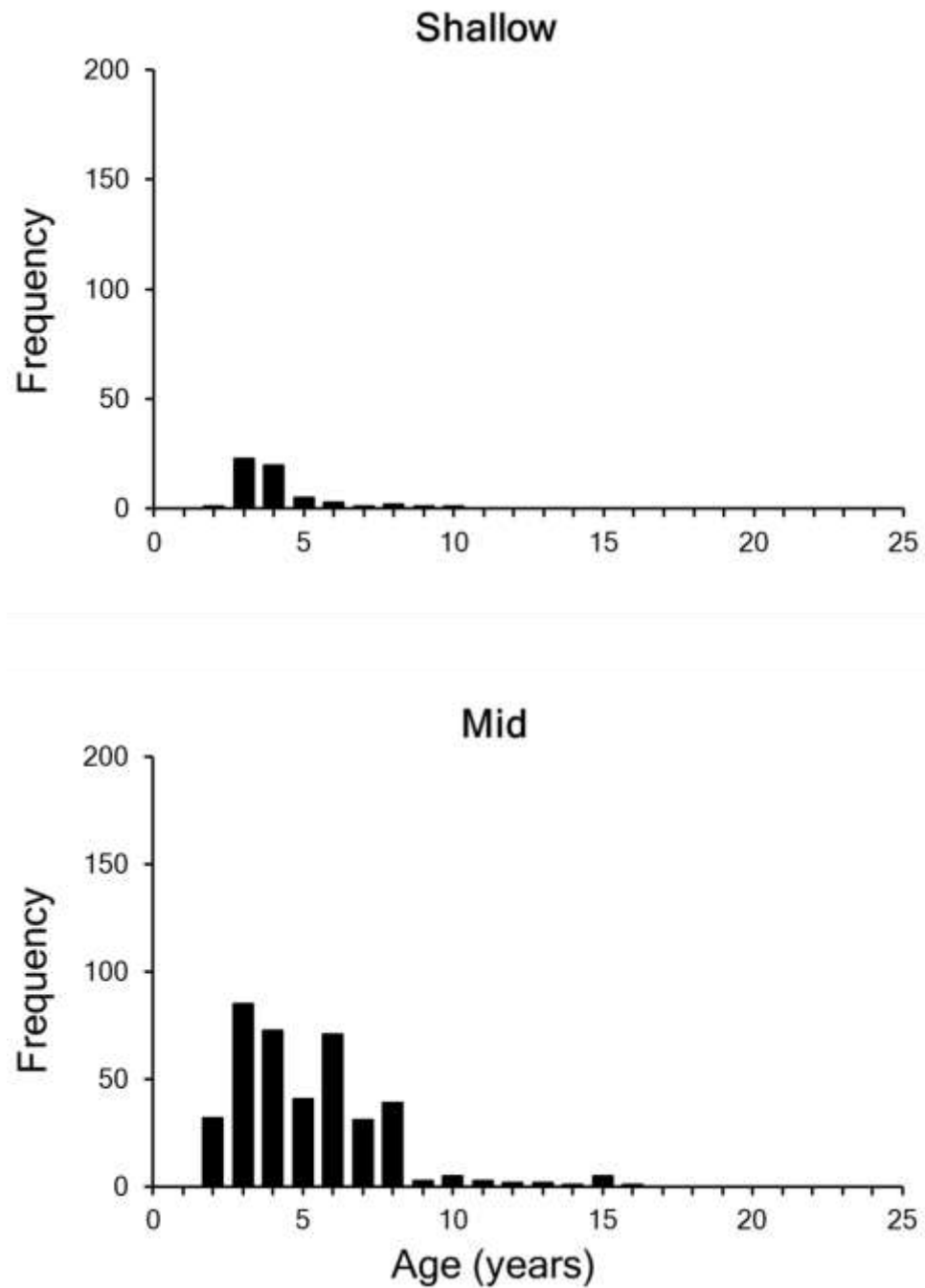


Figure 7-2. Age frequency distribution for Red Snapper caught at all structure types in shallow and mid depth zones.

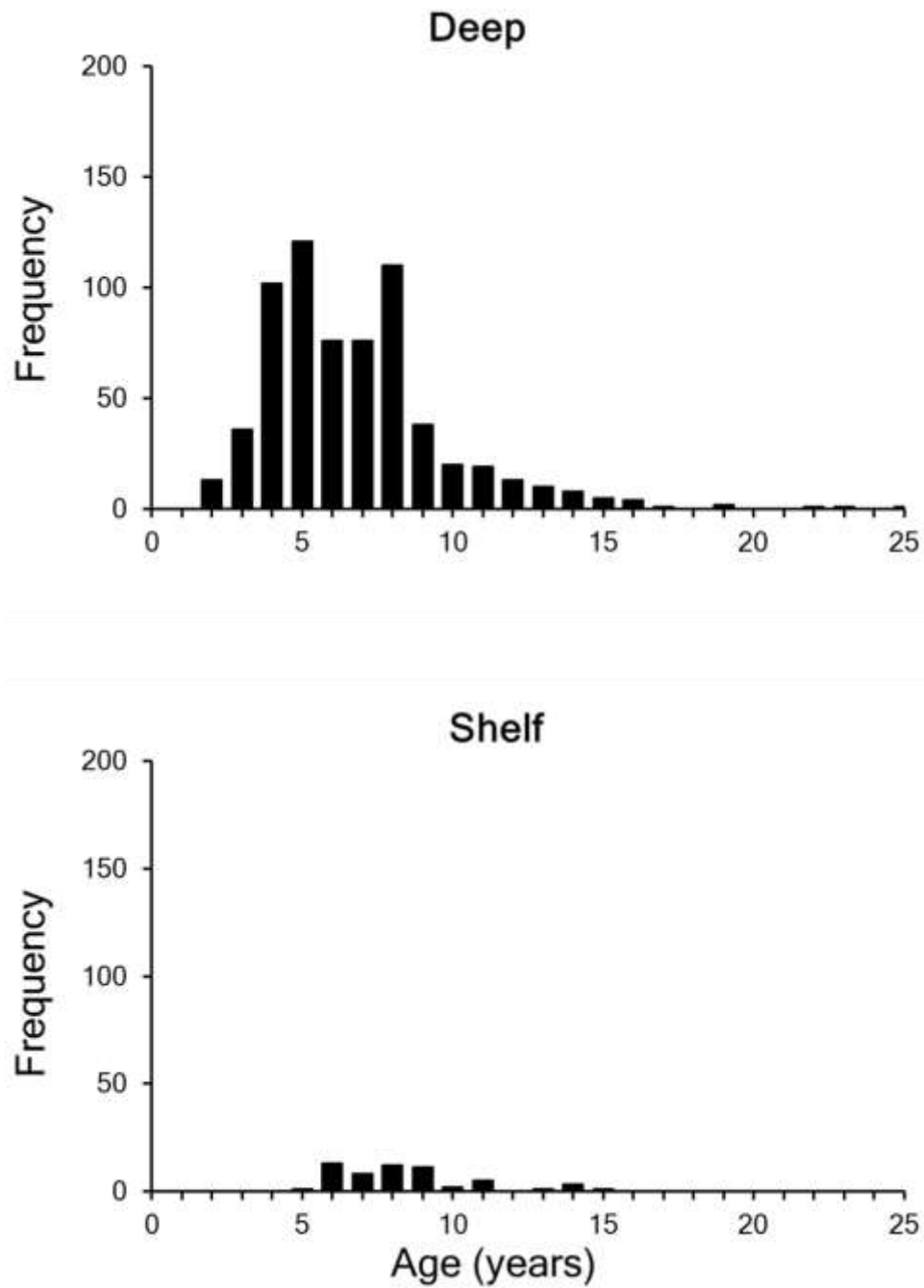


Figure 7-3. Age frequency distribution for Red Snapper caught at all structure types in deep and shelf zones.

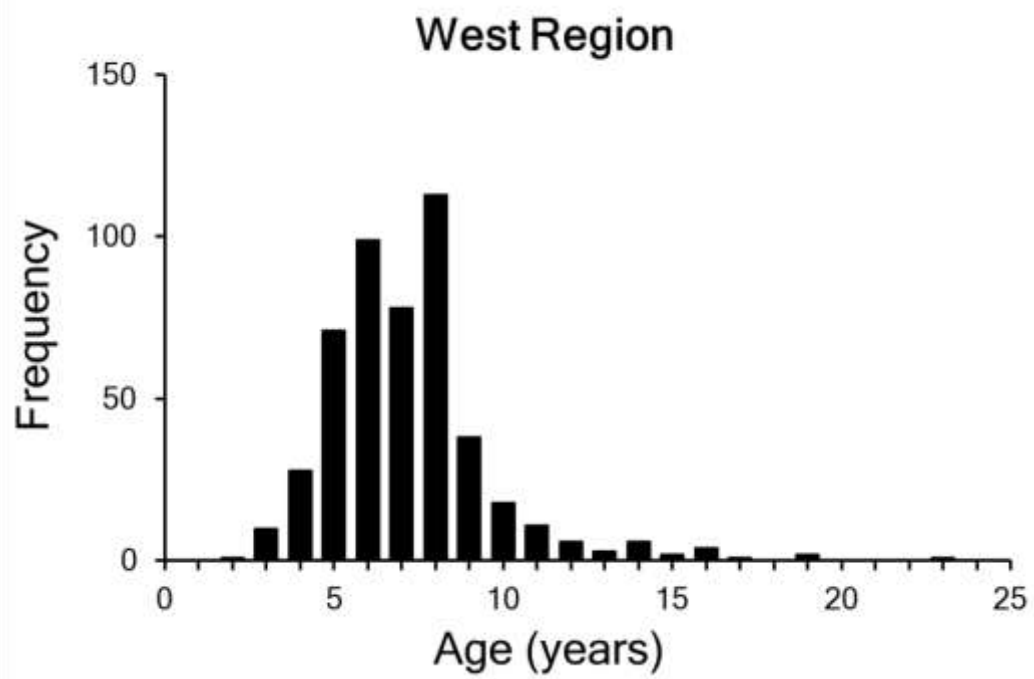


Figure 7-4. Age frequency distribution for Red Snapper caught at all structure types in the west region.

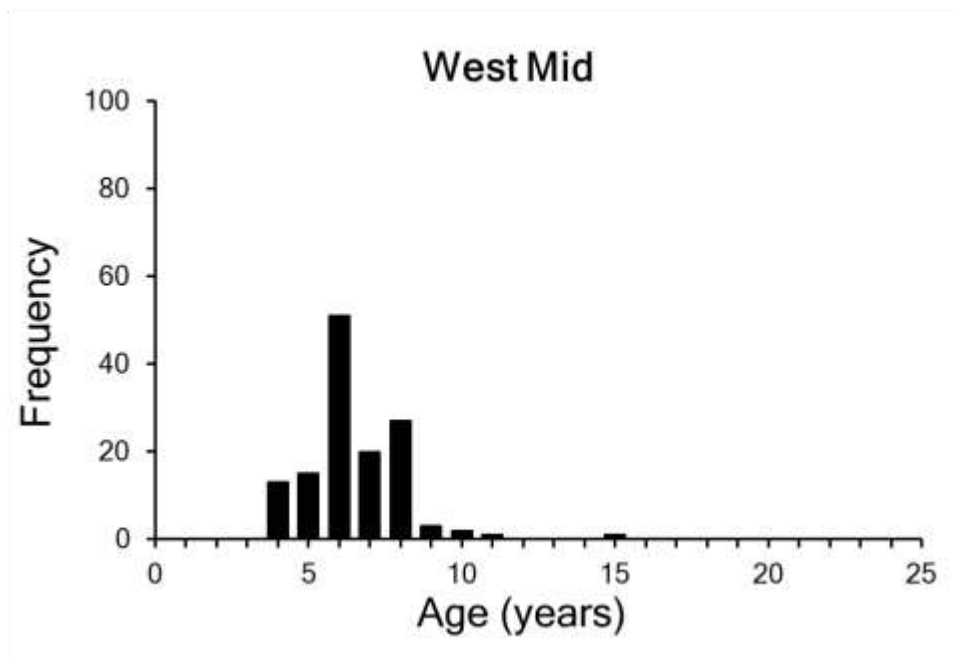
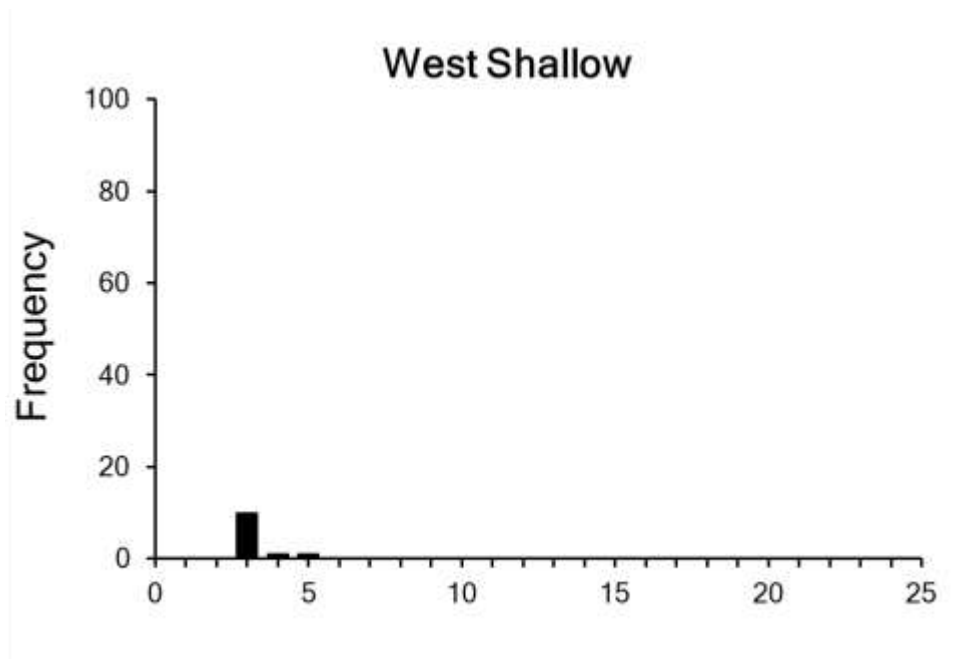


Figure 7-5. Age frequency distribution for Red Snapper caught at all structure types in shallow and mid depth zones for the west region.

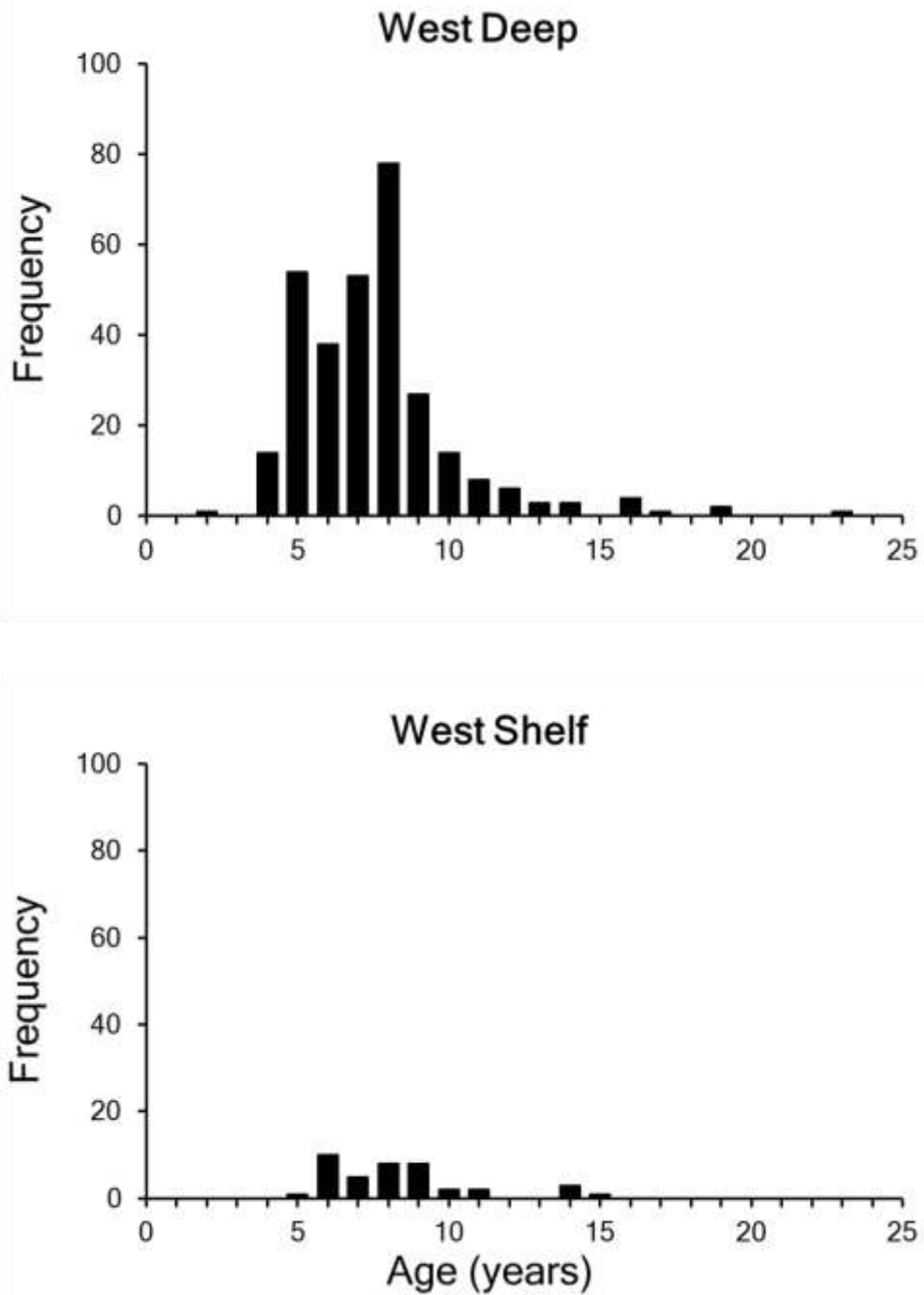


Figure 7-6, Age frequency distribution for Red Snapper caught at all structure types in deep and shelf zones of the west region.

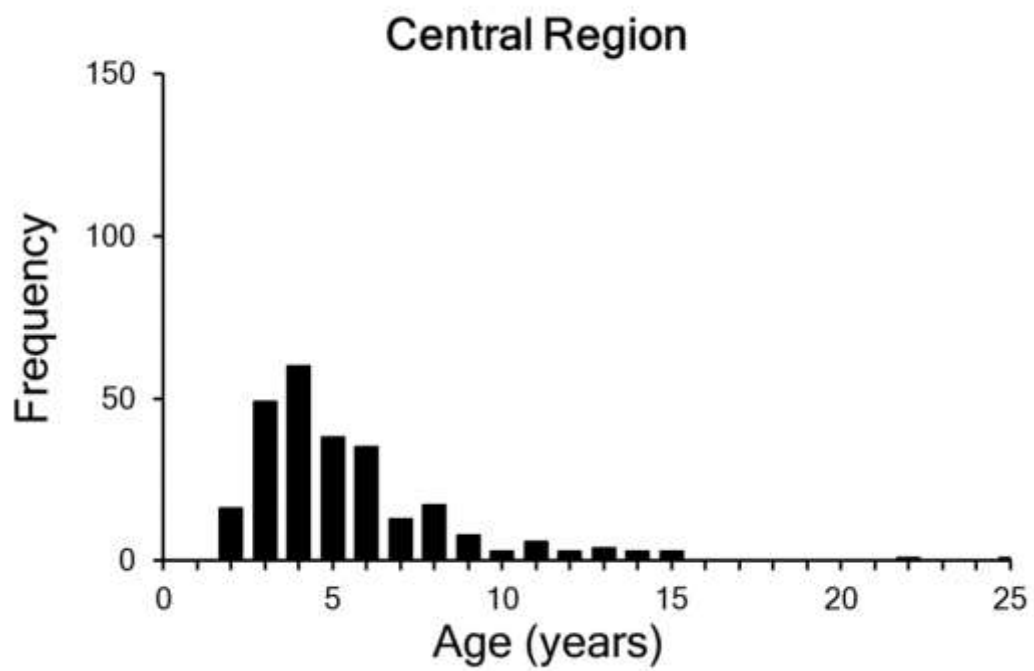


Figure 7-7. Length frequency distribution for Red Snapper caught at all structure types and depth zones in the central region.

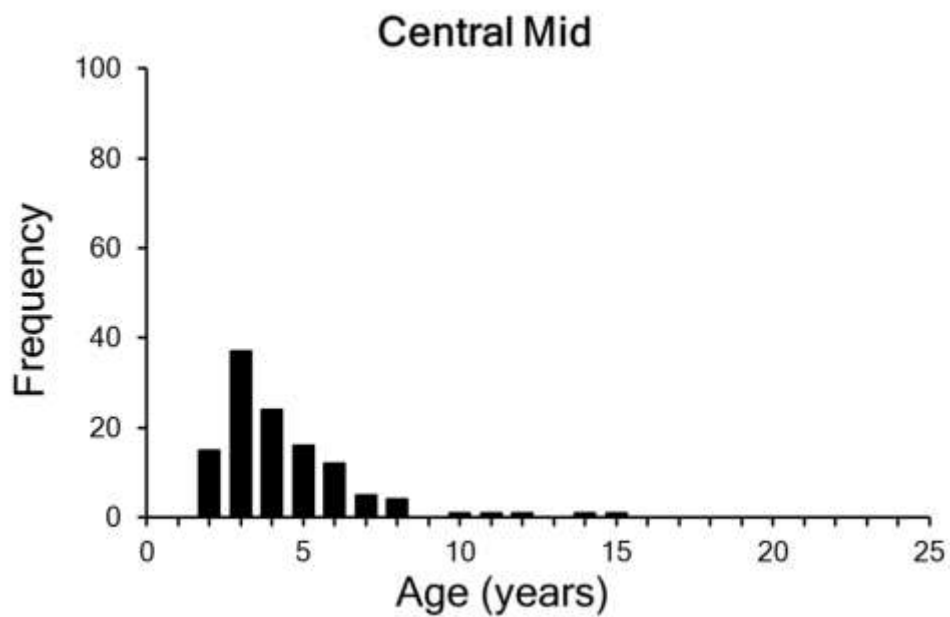
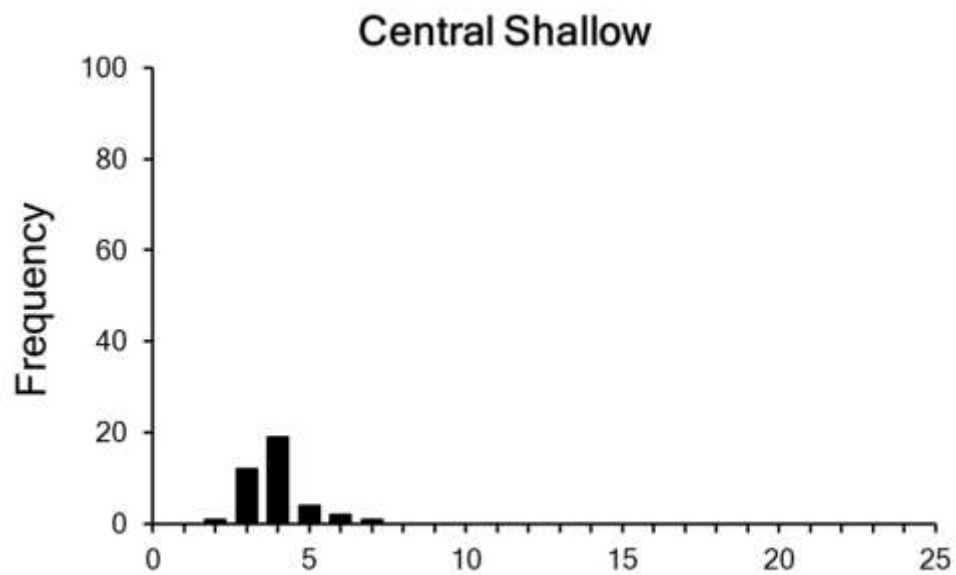


Figure 7-8. Age frequency distribution for Red Snapper caught at all structure types in the shallow and mid depth zones of the central region.

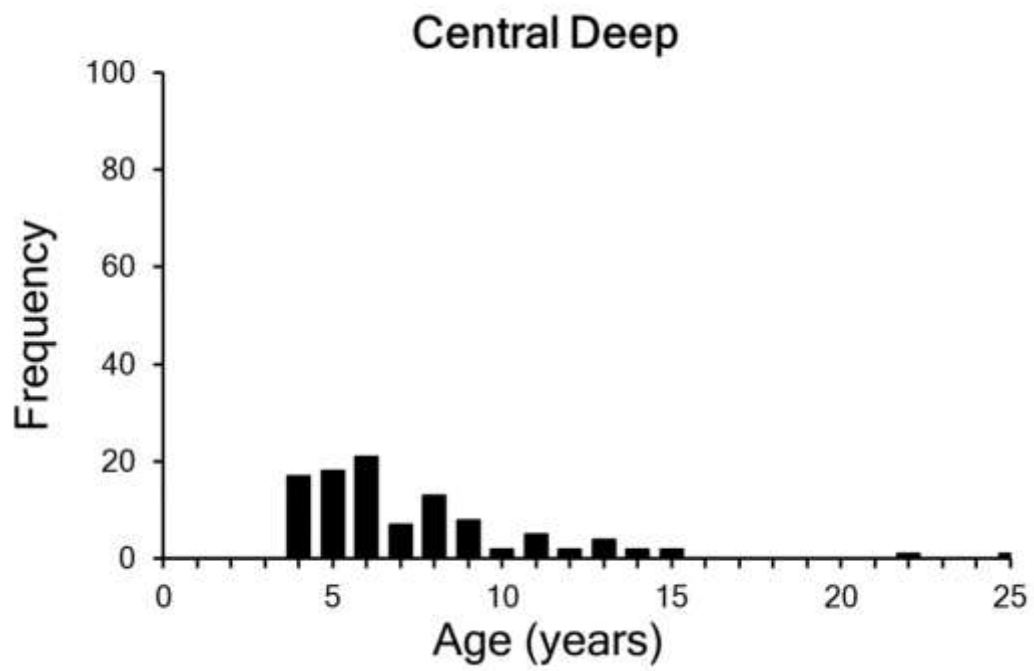


Figure 7-9. Age frequency distribution for Red Snapper caught at all structure types in the deep depth zone of the central region.

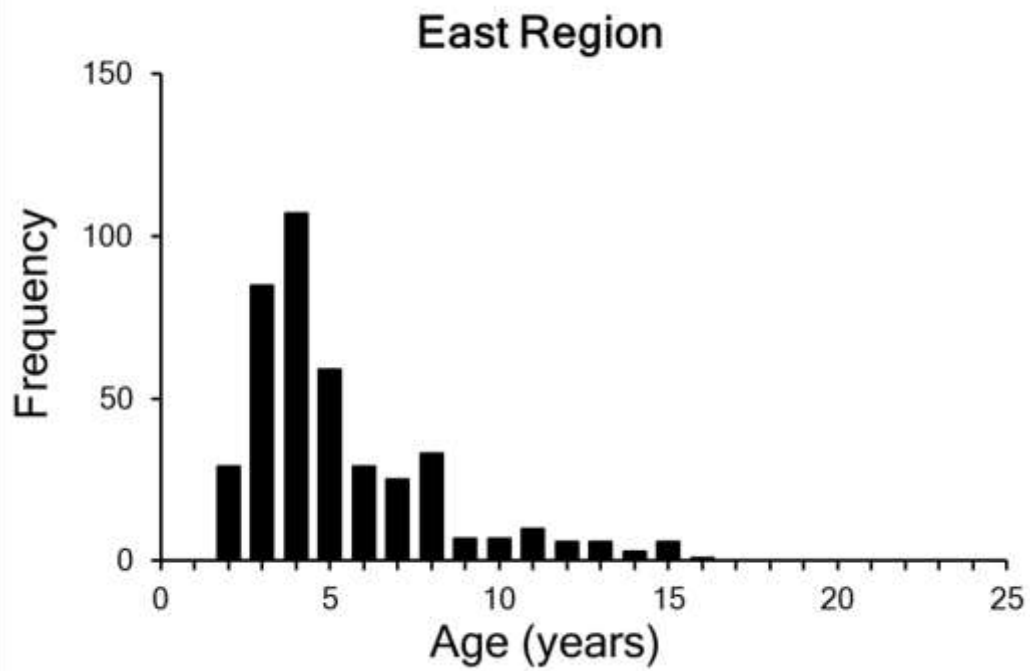


Figure 7-10. Age frequency distribution for Red Snapper caught at all structure types and depth zones in the east region.

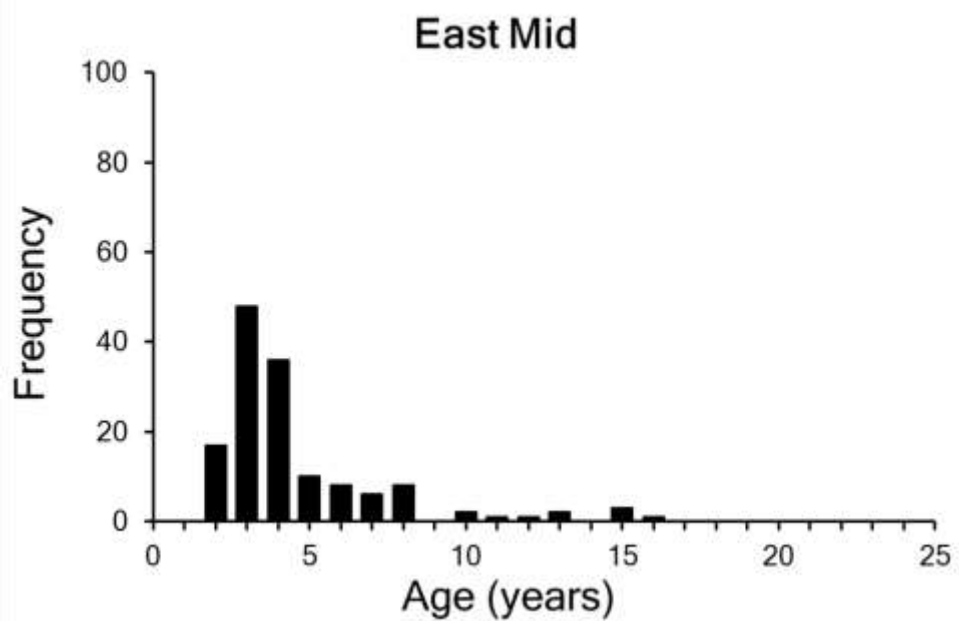
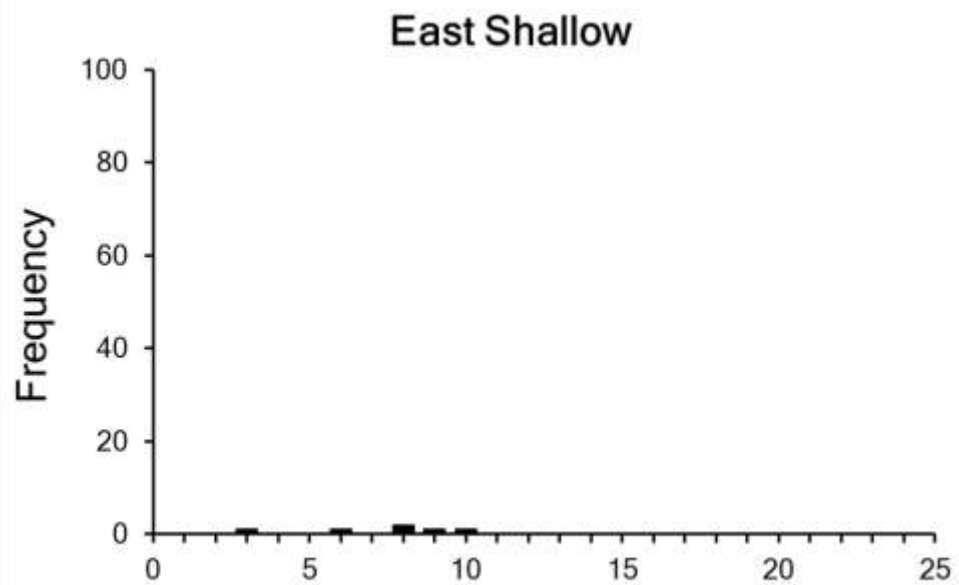
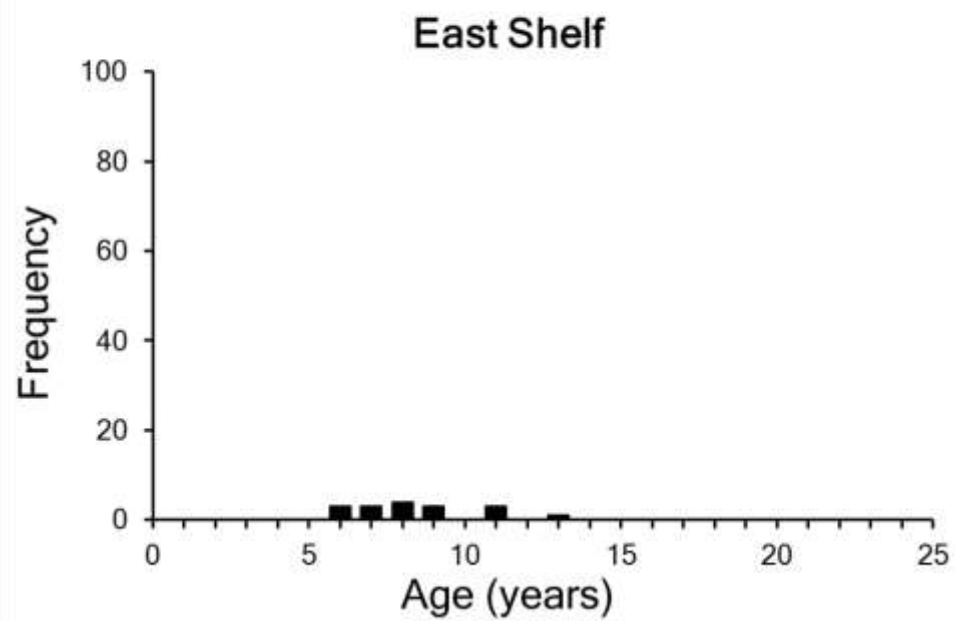
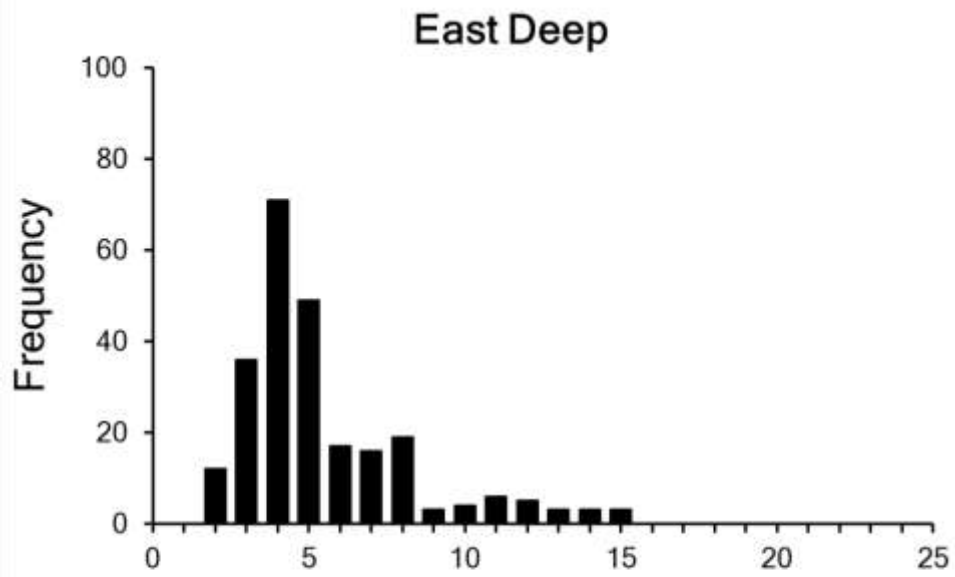


Figure 7-11. Age frequency distribution for Red Snapper caught at all structure types in the shallow and mid depth zones of the east region.



Region 7-12. Age frequency distribution for Red Snapper caught at all structure types in the deep and shelf depth zones of the east region.

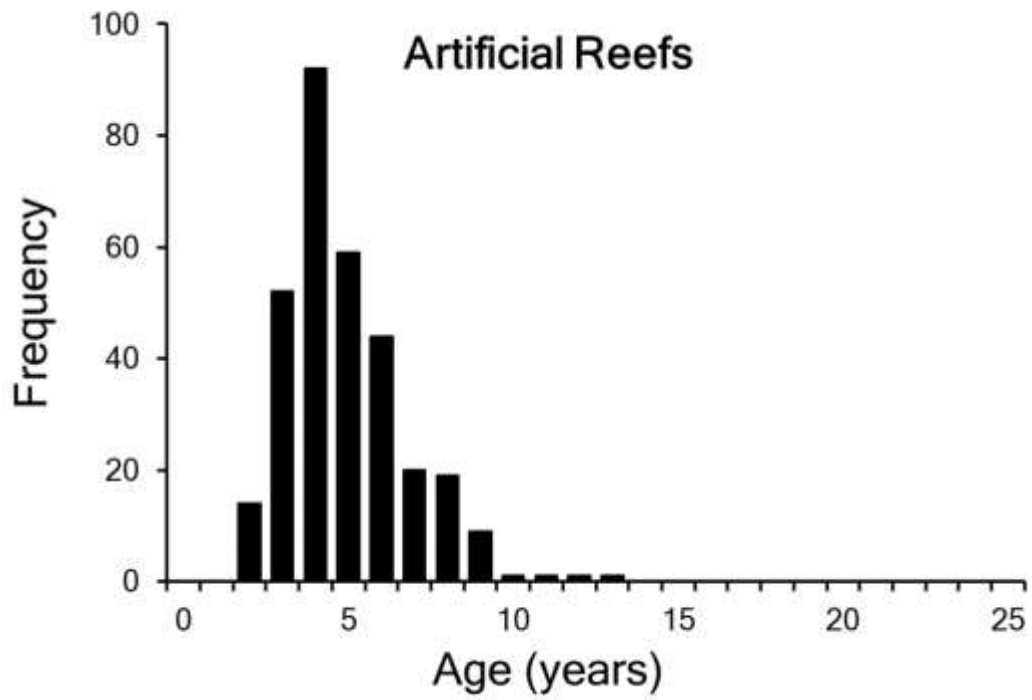


Figure 7-13. Age frequency distribution for Red Snapper caught at all artificial reefs.

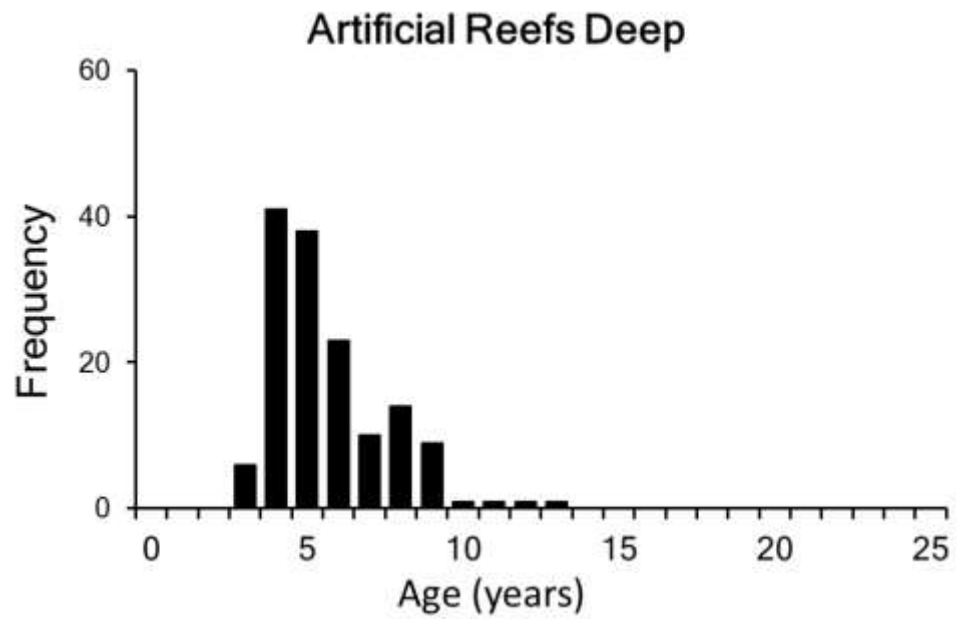
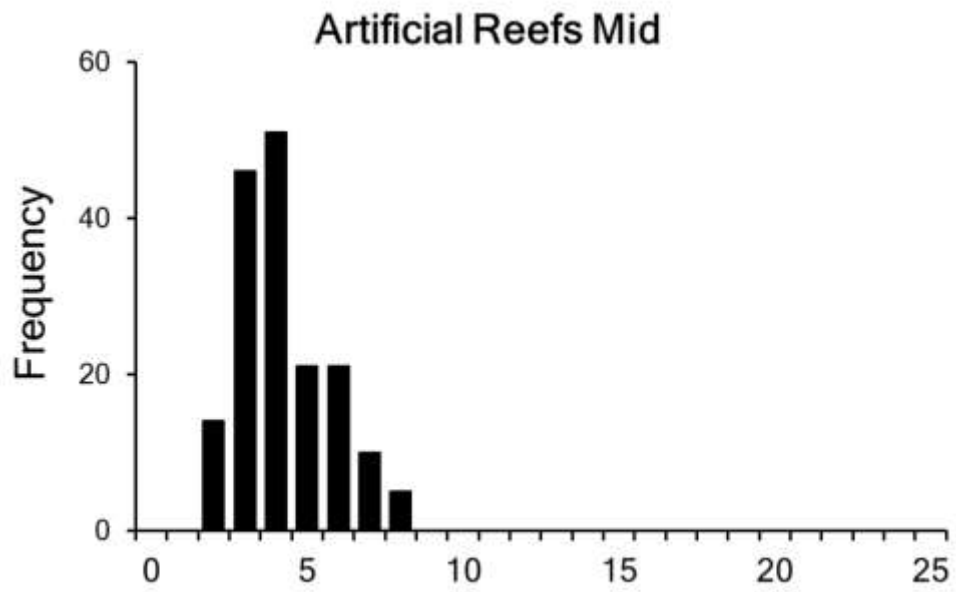


Figure 7-14. Age frequency distribution for Red Snapper caught at all artificial reefs in the mid and deep depth zones.

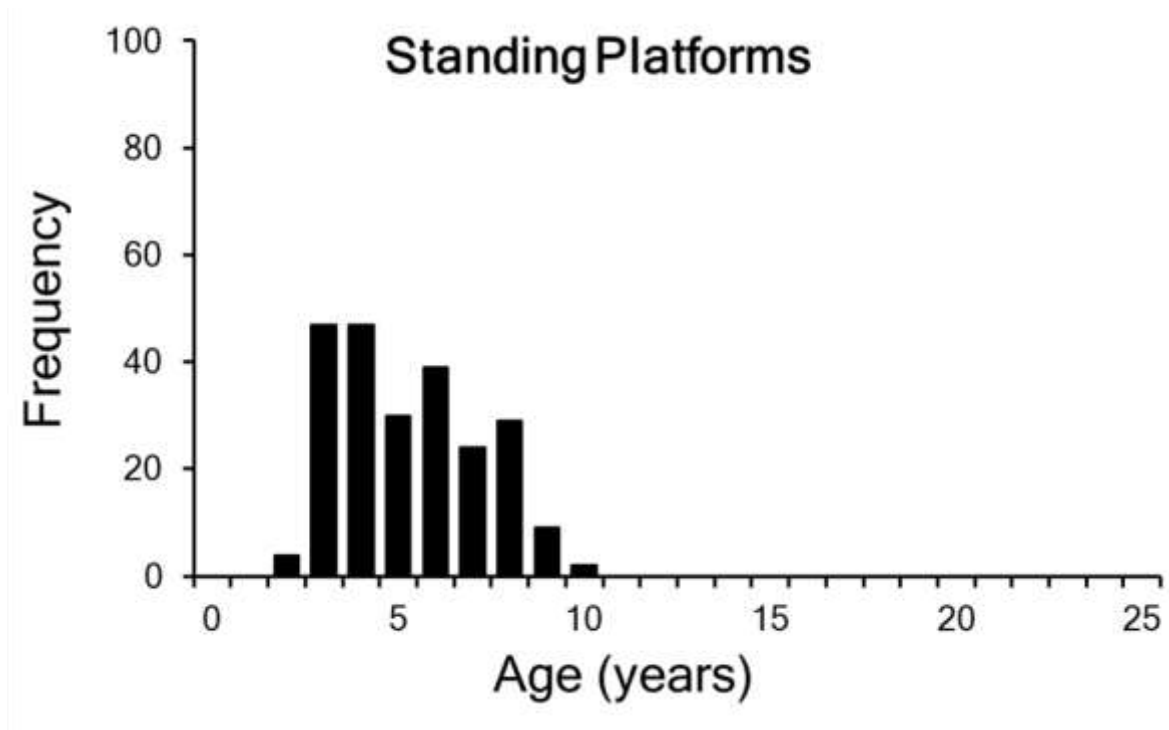


Figure 7-15. Age frequency distribution for Red Snapper caught at all standing platforms.

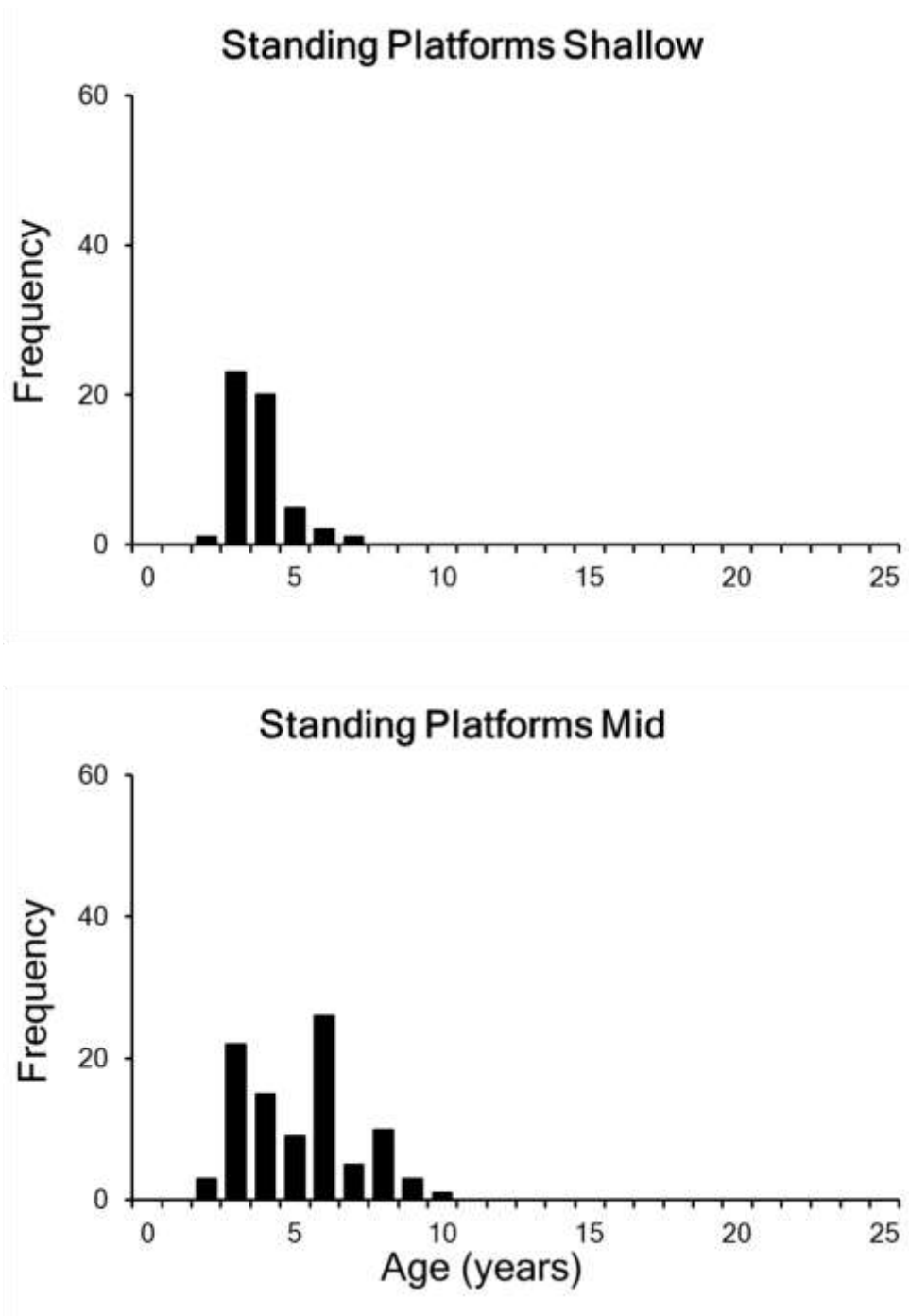


Figure 7-16. Age frequency distribution for Red Snapper caught at standing platforms in the shallow and mid depth zones.

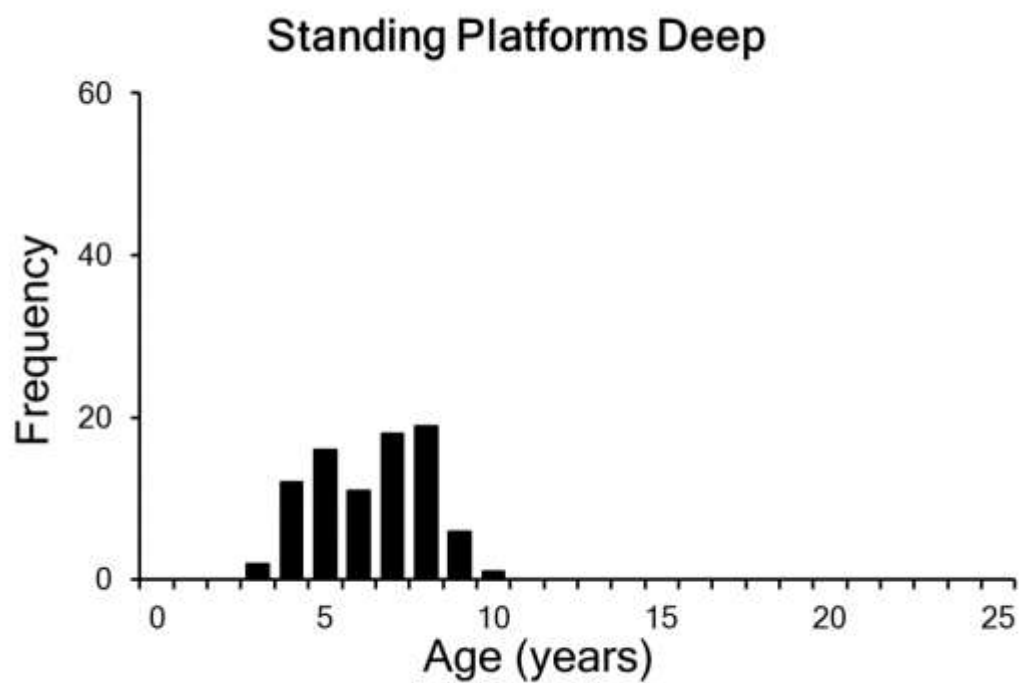


Figure 7-17. Age frequency distribution for Red Snapper caught at standing platforms in the deep depth zone.

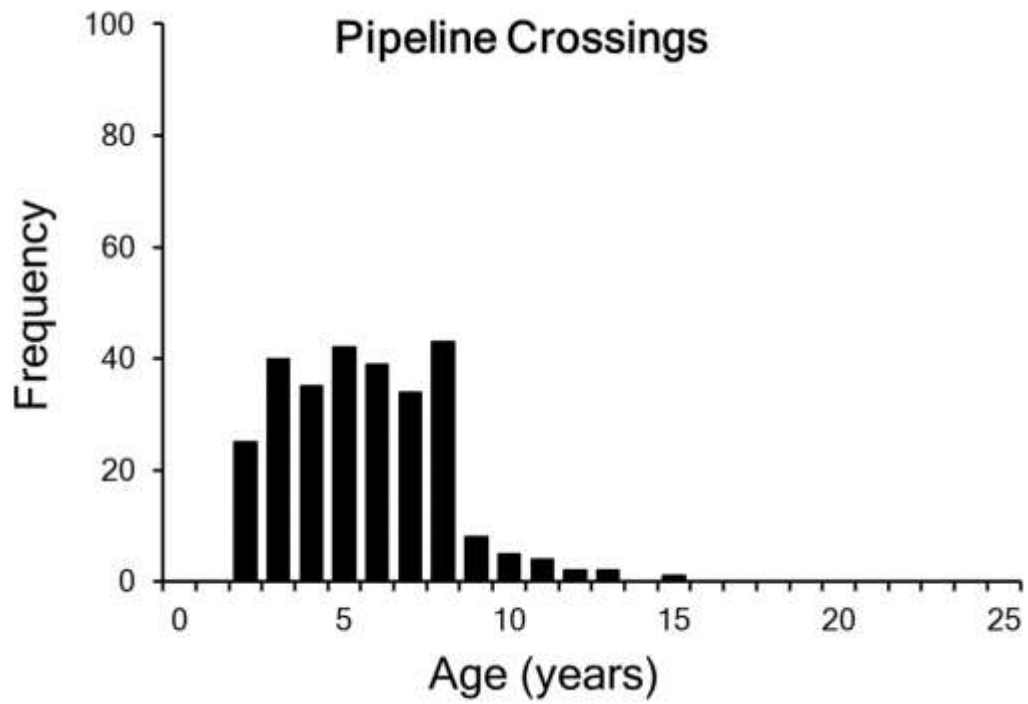


Figure 7-18. Age frequency distribution for Red Snapper caught at pipeline crossings.

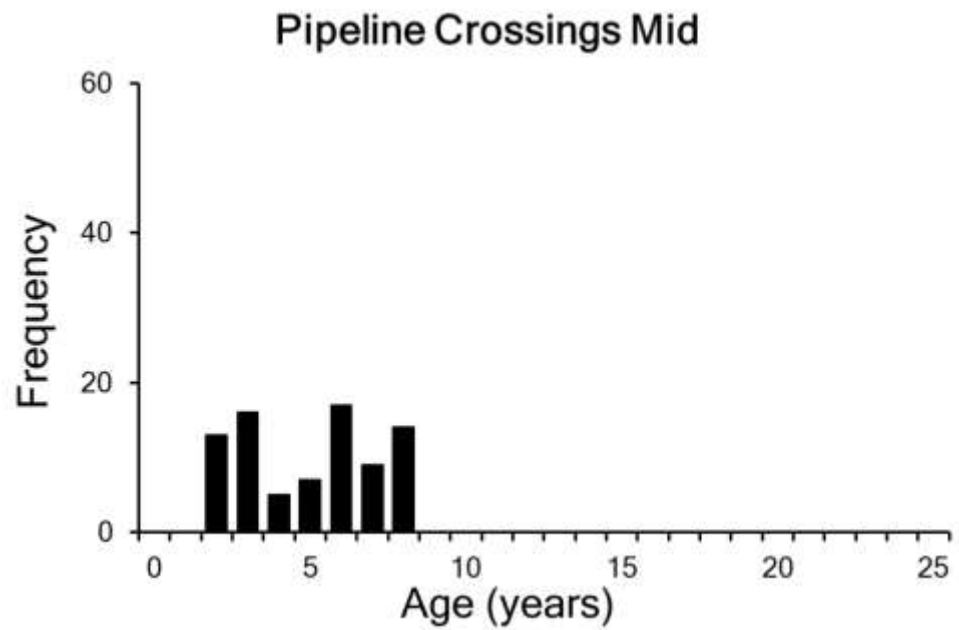
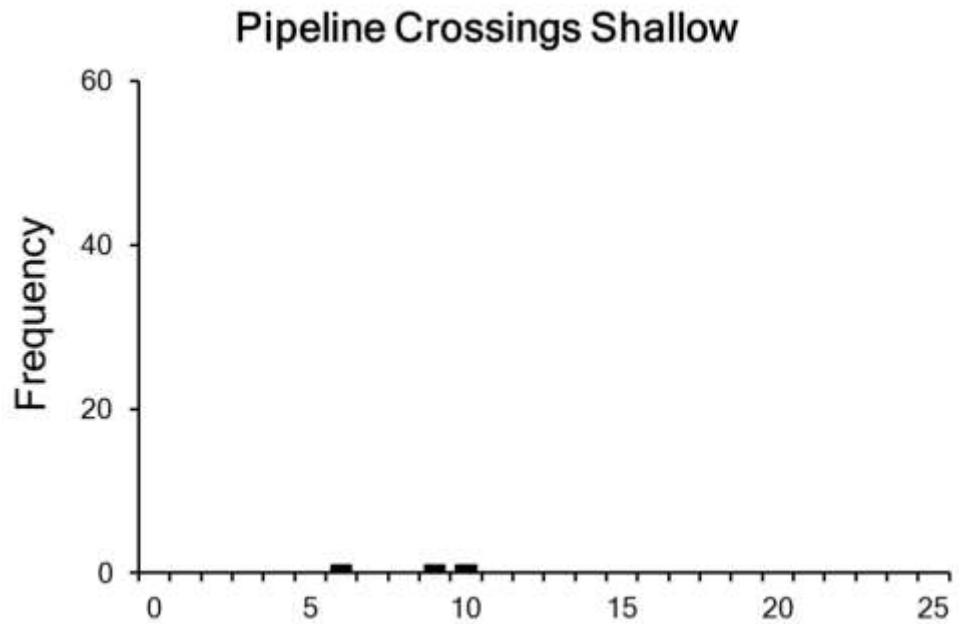


Figure 7-19. Age frequency distribution for Red Snapper caught at pipeline crossings in the shallow and mid depth zones.

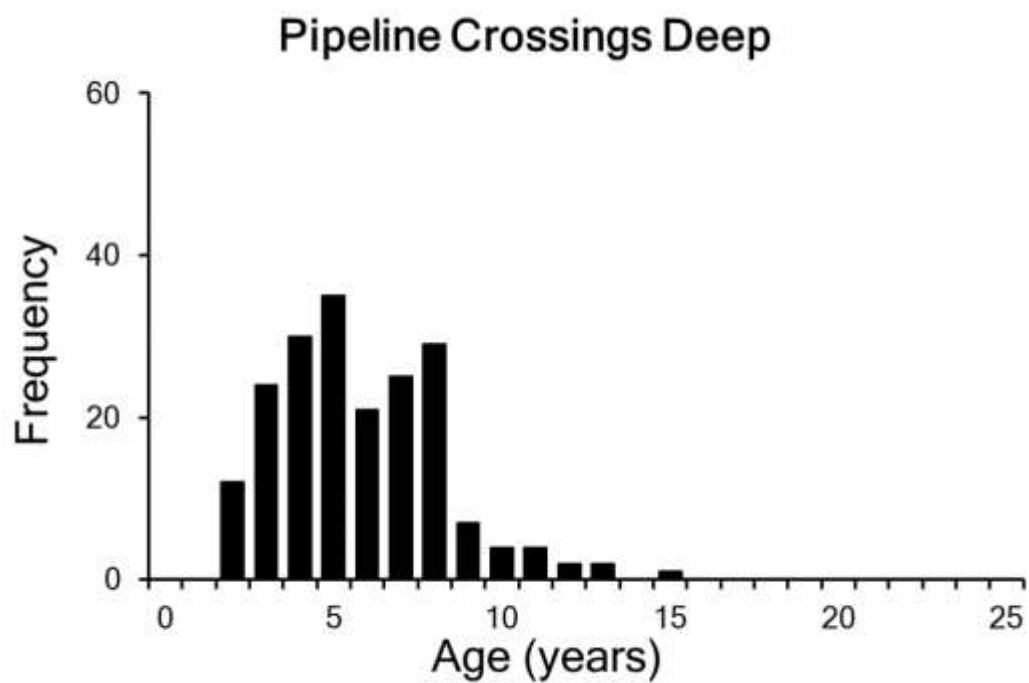


Figure 7-20. Age frequency distribution for Red Snapper caught at pipeline crossings in the deep depth zone.

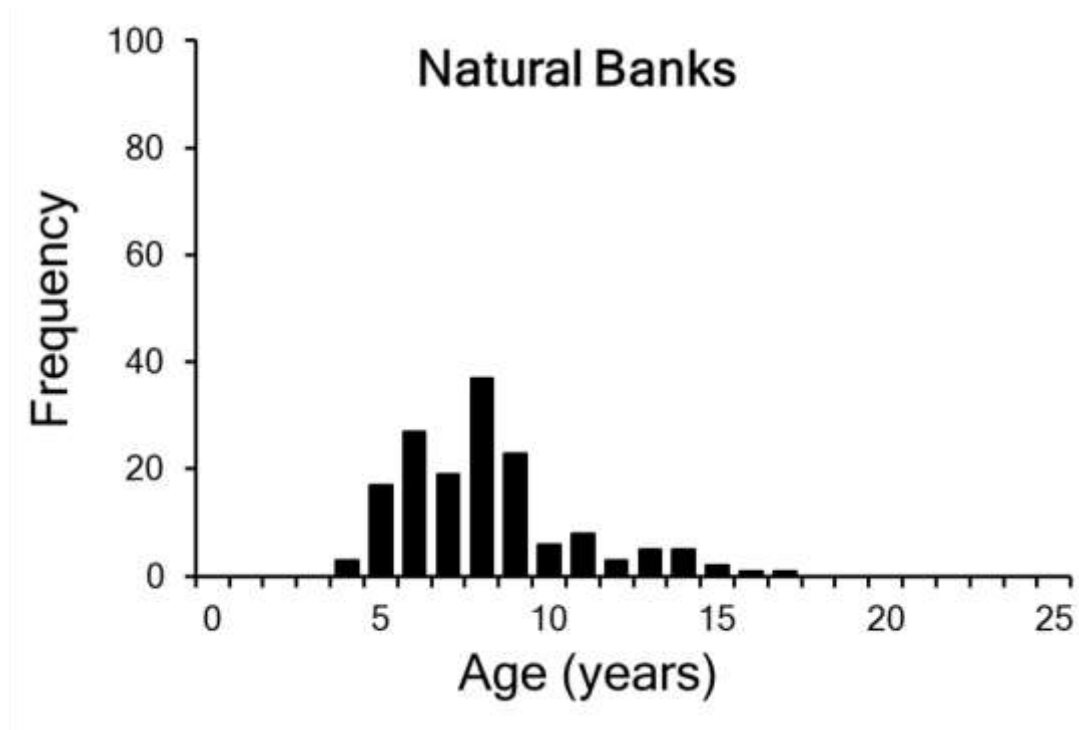


Figure 7-21. age frequency distribution for Red Snapper caught at natural banks.

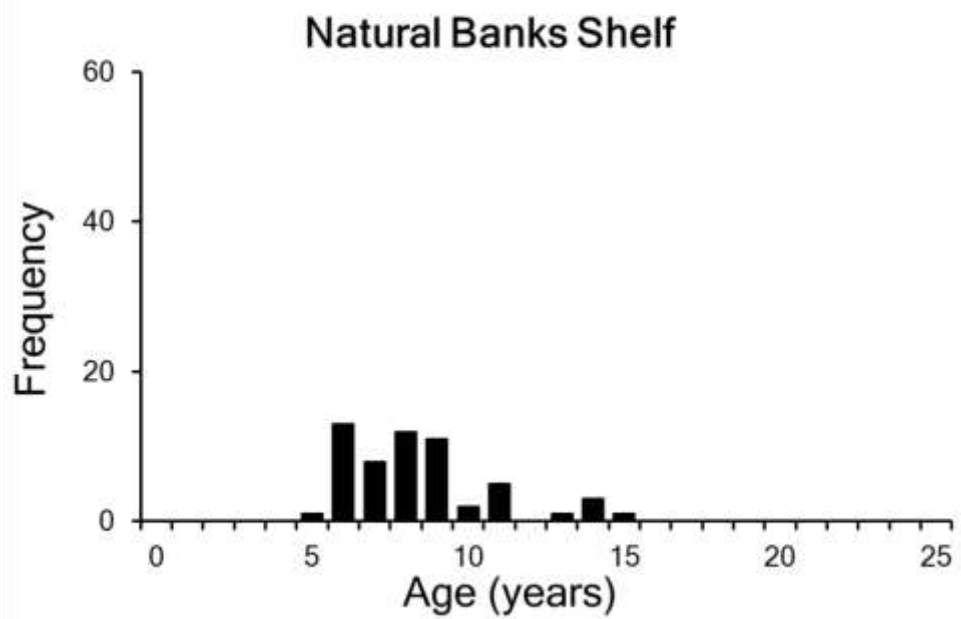
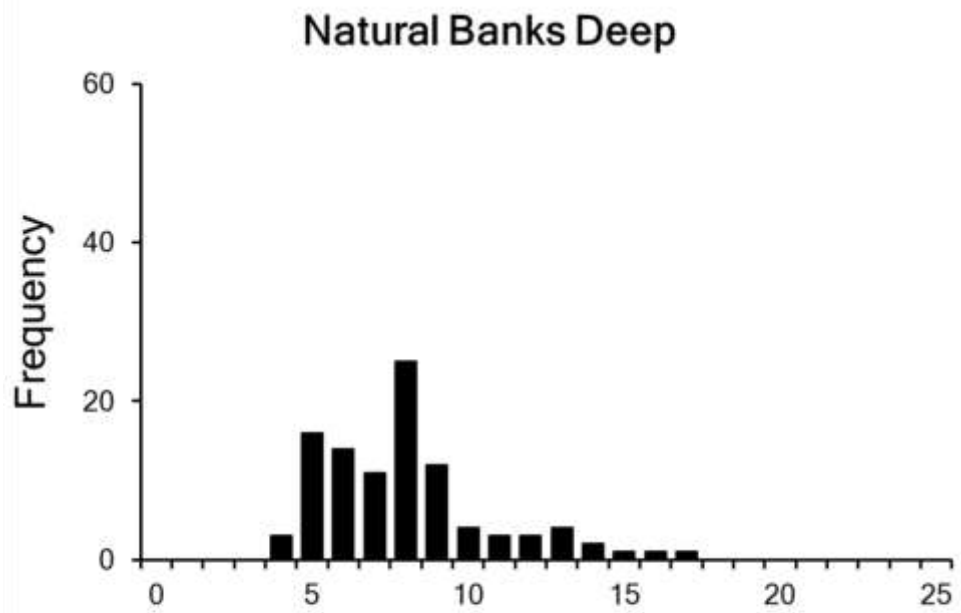


Figure 7-22. age frequency distribution for Red Snapper caught at natural banks in the deep and shelf depth zones.

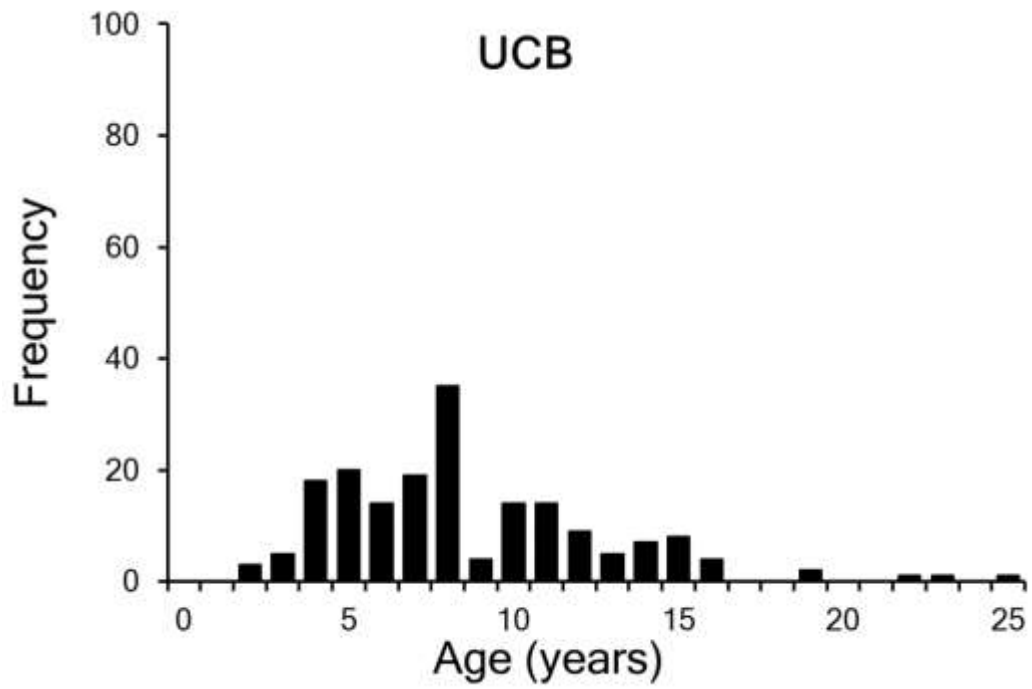


Figure 7-23. Age frequency distribution for Red Snapper caught on uncharacterized bottom (UCB).

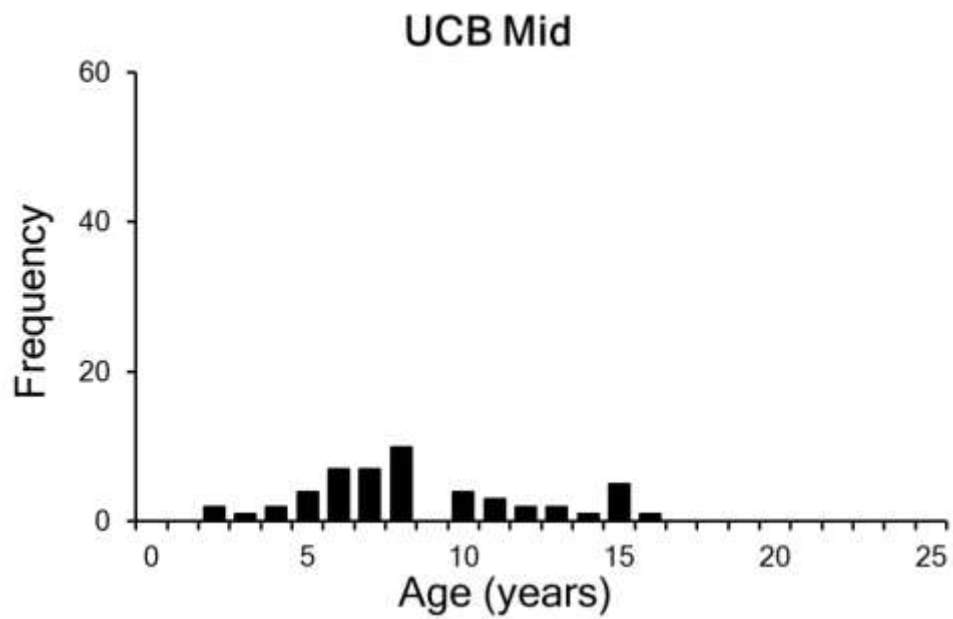
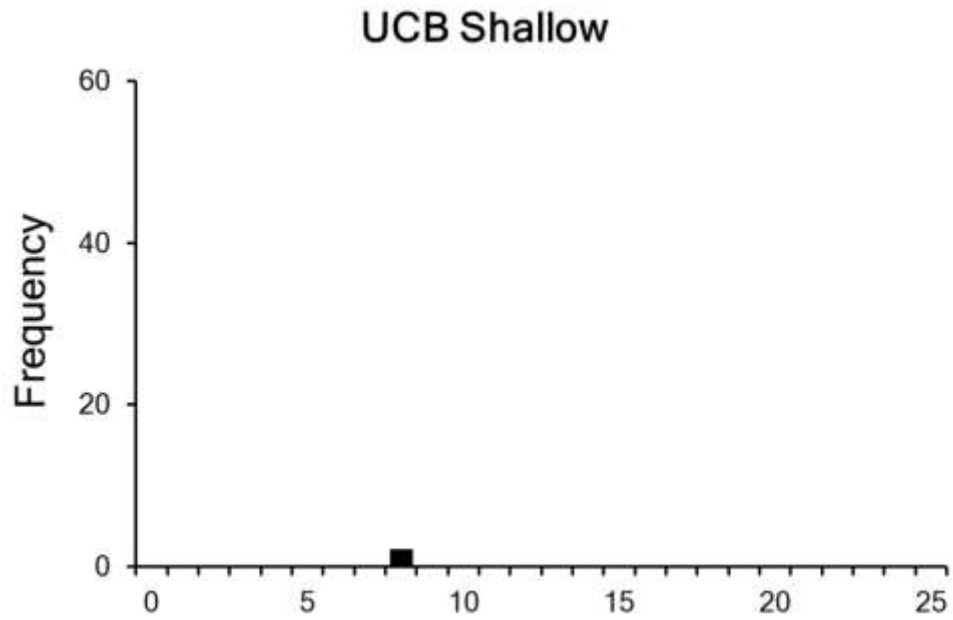


Figure 7-24. Age frequency distribution for Red Snapper caught on uncharacterized bottom (UCB) in the shallow and mid depth zones.

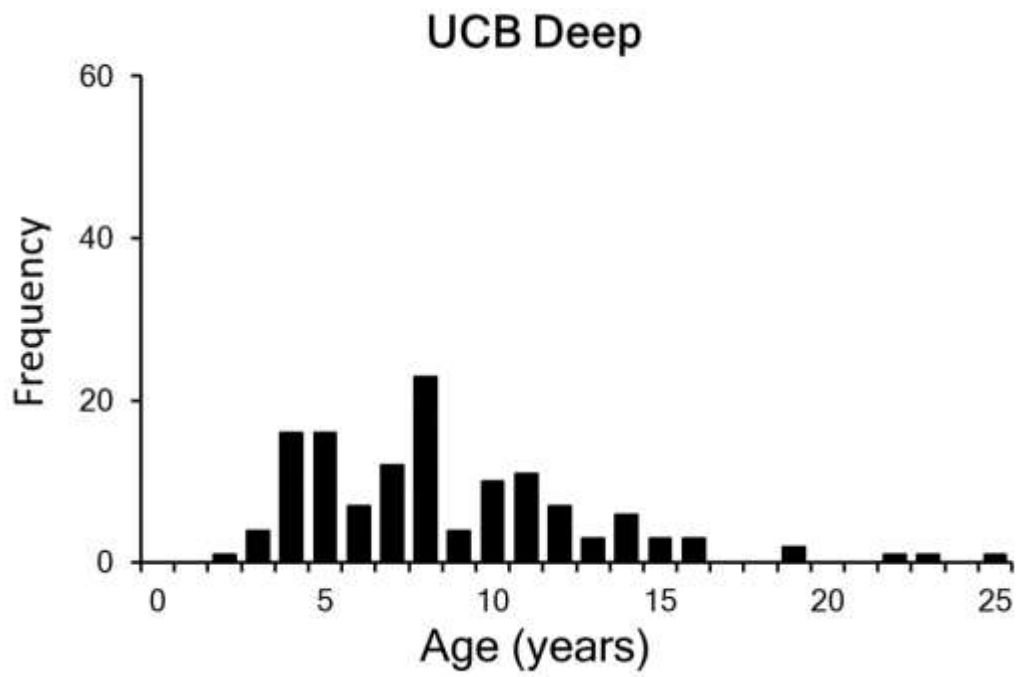


Figure 7-25. Age frequency distribution for Red Snapper caught on uncharacterized bottom (UCB) in the deep depth zone.

APPENDIX 8. Comparison of hydraulic methods between this study and Stunz et al. (2021).

Comparisons of Hydroacoustic Methods.

Considering the variety of options available for processing and ultimately extracting number of Red Snapper from the acoustic data, the methods chosen by both teams are quite similar. In both projects, fish density was extracted from the acoustic data and converted into abundance through multiplication of this density over the volume of water investigated. This fish abundance was then proportioned to species based on the composition observed data derived from video data.

In comparing the methods between LGL and Stunz et al. (2021), there is difficulty in that the methods within the GRSC itself vary considerably between the different regional strata. Hydroacoustic surveys were only conducted in the Texas and Florida. In Louisiana, the percent composition of Red Snapper was used to apportion Red Snapper abundance from the total fish abundance estimated during hydroacoustic surveys conducted at platforms over the north and central Texas shelf. In Alabama/Mississippi, it appears that hydroacoustic surveys were only conducted at the pipeline sites, however detail on the methodology or how/if the data were used isn't presented.

As an overview, the methods do differ slightly in that LGL solely used echo integration, whereas Stunz et al. (2021) used a combination of echo integration and echo counting. The determination of which approach to use is complex and ever changing as Red Snapper tend to form loose aggregations which may sometimes be categorized as schools and sometimes as individuals. Both teams used in situ TS. Echo integration relies more on the mean TS that is used, but Echo counting requires fish to be adequately separated in order to count them. Both methods are however valid options and theoretically the final numbers should not differ significantly (e.g., Drastik et al, 2017).

The LGL team used the same multiple echosounder frequencies (38, 70 and 120 kHz) for all the sites investigated, whereas the GRSC team only had this multiple frequency option for the Florida dataset. All GRSC regions used a 70 kHz echosounder (Simrad EK80), in Florida, the frequencies (38,120 and 200 kHz) were also used. There is also the mention of a Biosonics single beam 200 kHz transducer being used in the Alabama region. The use of multiple frequencies has the advantage of assisting with the separation of swimbladdered fishes from those fishes without swimbladders and also from plankton. The GRSC team used a summation of the frequencies available to facilitate this. The LGL team also used decibel differencing methods (subtracting data from one frequency from another), following Reynolds et al. (2018), Simonsen (2013), Ballon et al. (2011) and Lezama-Ochoa et al. (2011), to assist in removing non-target, non-swimbladdered fishes.

In the pre-processing (or data cleaning) part of the analyses, LGL did 3 levels of noise removal other than the thresholding. These were: Impulse noise removal, Transient Noise Removal and Background noise removal following the recommendations Ryan et al. (2015). It is not reported in the GRSC report if this was done here.

For estimates of Target Strength (TS) both teams used in situ values taken from fishes which were dispersed enough to not be compromised for the phenomenon of

multiple echoes following Sawada et al (1993). Similar criteria to allow these to be valid was also used by both teams. In Florida GRSC used $N_v < 0.01$ and $M\% < 100$ and in Texas $N_v < 0.1$. LGL also used $N_v < 0.1$ but with the stricter $M\% < 70$, following Ona (1999). Further, both teams used the criterion of a maximum beam compensation of 6dB (in Florida 4dB for echo integration, but 6dB for echo counting), normalized pulse length bounds were 0.70 (in Texas GRSC used 0.75 here) - 1.5, and the maximum major and minor axis deviation remained at 0.6 standard deviations. However, in the Texas stratum with echo counting, GRSC widened these values to also let marginal targets to be included in the analysis. The normalized pulse length bounds they used were 0.5 - 2 lengths, the maximum beam compensation was 9dB, and the maximum major and minor axis deviations were 0.6 standard deviations.

LGL and GRSC (Florida) used a minimum TS of -50dB as criteria for the single targets in echo integration. In Texas, GRSC used a less strict -55dB and further widened this to -75dB in their echo counting. This will have resulted in increased fish densities.

In terms of data collection GRSC did “mow the lawn” style transects at large sites and 4 radial transects at small Artificial Reef sites. LGL did similar transects at open bottom sites but also did concentric circle transects at standing platform sites. At Artificial Reef sites, LGL had an increased coverage that in theory should give more robust mean abundance values.

In determining absolute abundance, LGL did this simply through gaining mean volume density values in per grid cell and then multiplication of this number by the volume of the grid cell. GRSC utilised an interpolation via ordinary kriging approach in Florida, and it is assumed that ordinary kriging was also used in the Texas region, however details aren't given. In proportioning out the fish abundance to species, both teams utilised the MaxN approach to video analyses.

References

- Ballón, M., Bertrand, A., Lebourges-Dhaussy, A., Gutiérrez, M., Ayón, P., Grados, D. and Gerlotto, F., 2011. Is there enough zooplankton to feed forage fish populations off Peru? An acoustic (positive) answer. *Progress in Oceanography*, 91(4), pp.360-381.
- Draščík, V., Godlewska, M., Balk, H., Clabburn, P., Kubečka, J., Morrissey, E., Hateley, J., Winfield, I.J., Mrkvička, T. and Guillard, J., 2017. Fish hydroacoustic survey standardization: A step forward based on comparisons of methods and systems from vertical surveys of a large deep lake. *Limnology and Oceanography: Methods*, 15(10), pp.836-846.
- Lezama-Ochoa, A., Ballón, M., Woillez, M., Grados, D., Irigoien, X. and Bertrand, A., 2011. Spatial patterns and scale-dependent relationships between macrozooplankton and fish in the Bay of Biscay: an acoustic study. *Marine Ecology Progress Series*, 439, pp.151-168.

- Ona, E., 1999. Methodology for target strength measurements. ICES Cooperative research report, 235, p.59.
- Reynolds, E.M., Cowan Jr, J.H., Lewis, K.A. and Simonsen, K.A., 2018. Method for estimating relative abundance and species composition around oil and gas platforms in the northern Gulf of Mexico, USA. Fisheries Research, 201, pp.44-55.
- Ryan, T.E., Downie, R.A., Kloser, R.J. and Keith, G., 2015. Reducing bias due to noise and attenuation in open-ocean echo integration data. ICES Journal of Marine Science, 72(8), pp.2482-2493.
- Sawada K., Furusawa M., Williamson N. J. 1993. Conditions for the precise measurement of fish target strength in situ, Journal of the Marine Acoustics Society of Japan, 1993, vol. 20 (pg. 73-79)
- Simonsen, K.A., 2013. Reef Fish Demographics on Louisiana Artificial Reefs: the Effects of Reef Size on Biomass Distribution and Foraging Dynamics. Louisiana State University, Baton Rouge (Ph.D. Dissertation).

APPENDIX 9. Estimation of Total Red Snapper Abundance in Louisiana and
Adjacent Federal Waters
RFP# 3000013154

REQUEST FOR PROPOSALS

For

Estimation of Total Red Snapper Abundance In Louisiana and Adjacent Federal Waters



RFP #: 3000013154

Proposal Due Date/Time: August 5, 2019 at 2 PM CST

**State of Louisiana
Louisiana Department of Wildlife and Fisheries**

Issuance Date: June 25, 2019

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NO LANGUAGE ON PURPOSE; SEE NEXT PAGE

**REQUEST FOR PROPOSAL
FOR
Estimation of the Total Red Snapper Abundance in Louisiana and Adjacent
Federal Waters**

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing data collection and analysis services based on a pre-determined survey design that results in a total abundance estimate for red snapper in Louisiana and adjacent federal waters. LDWF intends to award one contract from this RFP.

1.2 Background

Due to the economic importance of Red Snapper (*Lutjanus campechanus*) to both the recreational and commercial fishing industries, the Louisiana Department of Wildlife and Fisheries (LDWF) has been given a legislative mandate (SCR 95, 2018 regular session) to provide an absolute abundance estimate for harvestable-sized Red Snapper (≥ 16 inches total length) in Louisiana and adjacent federal waters. LDWF currently collects harvest and biological data on Red Snapper from fisheries dependent and independent sources. However, this data is intended to inform the National Marine Fisheries Service Gulf of Mexico assessment and reproductive studies. LDWF does not currently collect data on Red Snapper in a manner or volume which would allow for an independent estimate of abundance in Louisiana and adjacent federal waters, and to date, no such estimate exists. Over the last several months, LDWF has been collaborating with researchers throughout the Gulf of Mexico states and contracted an ecological consulting firm to assist in the development of a robust research protocol and study design that will result in a scientifically defensible total abundance estimate of red snapper in Louisiana and adjacent federal waters. In addition, this study design is intended to be compatible with a larger Gulf of Mexico study that was recently funded by the United States Congress and is being implemented by Mississippi / Alabama Sea Grant.

Qualified proposers will be expected to conduct hydroacoustic, video, and mark/recapture surveys as well biological sampling for finfish at 106 sampling sites located in the Gulf of Mexico off of Louisiana. Proposers must be capable of conducting the survey and producing a robust, statistically sound, estimate of abundance using the data collected.

While the Agency may be willing to consider changes or additions to the study design, the intent of this RFP is to solicit proposals from Proposers wishing to provide data collection and analysis for the survey design provided with this RFP.

1.3 Goals and Objectives

Implementation of the sampling protocol and determination of a total abundance estimate of red snapper in Louisiana and adjacent federal waters.

All field work and data collection must be completed within 12 months of the initiation of the contract. Field work will be considered completed when all 106 sites have been surveyed and sampled as described in the Scope of Work.

Data analysis and a final report must be completed and submitted within 3 months following the completion of field sampling.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about June 1, 2019 and is anticipated to end on August 31, 2020. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

1.5 Definitions & Acronyms

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.
Cond	Conductivity
Contractor	Any person having a contract with a governmental body; the selected Proposer.
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DOA	Division of Administration
FNU	Formazin Nephelometric Unit
Hydroacoustic	The application of sonar technology used for monitoring of underwater physical and biological characteristics.
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
nLF	Non-linear function mode
ODO	Optical Dissolved Oxygen
OSP	Office of State Procurement
Proposer	A firm or individual who responds to this RFP.
RFP	Request for Proposal
Sal ppt	Salinity parts per thousand
Self-Rotating Video (SRV)	Underwater cameras that rotate and record a 360 degree view at the selected depth.
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.

SpCond	Specific Conductance
SQL	Structured Query Language
State	State of Louisiana.
TDS	Total Dissolved Solids
TSS	Total Suspended Solids

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and post to LaPac; Blackout Period begins	June 25, 2019
Deadline for receipt of written inquiries	July 10, 2019
Deadline to answer written inquiries	July 17, 2019
Deadline for receipt of proposals	August 5, 2019 at 2 PM CST
Oral Discussion with Proposers (if applicable)	To be scheduled with proposer(s) if needed
Notice of Intent to award announcement, and 14-day protest period begins, on or about	August 12, 2019
Contract execution, on or about	August 28, 2019

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

1.7 Proposal Submittal

Firms or individuals who are interested in providing services requested under this RFP must submit a proposal containing the mandatory information specified in the section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. FAX or e-mail submissions shall not be 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:

Joshua Marcellino, Administrative Program Specialist, Louisiana Department of Wildlife and Fisheries, P.O. Box 98000 Baton Rouge, LA 70898. Phone # 225-765-2939 Email: jmarcellino@wlf.la.gov

For courier delivery, the street address is 2000 Quail Drive Baton Rouge, LA 70808, and the telephone number is 225-765-2939. The responsibility solely lies with each Proposer to ensure

their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

1.8 Qualifications for Proposer

1.8.1 Desirable Qualifications:

It is desirable that Proposers should meet the following qualifications prior to the deadline for receipt of proposals.

It is desirable that the Principal Investigator have 10 years of experience conducting offshore fisheries research.

In addition to the above, it is desirable that proposed project staff have a combined experience of at least 25 years with each staff member having at least 5 years of experience in their individual area of expertise, including the following:

- Hydro-acoustics / side scan sonar surveys and data analysis
- Underwater video / camera surveys and data analysis
- Environmental data collection
- Biological sampling
- Statistical analysis
- Tagging studies
- Coordination and scheduling of offshore research cruises / trips
- Implementation of project / experimental design
- Synthesis and reporting of data and results

1.9 Proposal Response Format

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

1.9.1 Cover Letter

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

1.9.2 Table of Contents

The proposal should be organized in the order contained below.

1.9.3 Executive Summary

This section serves to introduce the scope of the proposal. It shall include administrative information including Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications

and ability to meet the State agency's overall requirements in the timeframes set by the agency.

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

1.9.4 Company Background and Experience

The Proposers should give a brief description of their company including brief history, corporate or organization structure, 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 and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

1.9.5 Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

- Provide Proposer's understanding of hydroacoustic surveys and how the data provided will be used to generate a total abundance estimate for red snapper in Louisiana and adjacent federal waters. The Proposer shall provide a detailed protocol explaining how fish density in a mixed species community will be calculated using the hydroacoustic data. The protocol should address acoustic noise and dead zones.
- Provide Proposer's understanding of self-rotating video (SRV) camera surveys and how the data provided will be used to generate a total abundance estimate for red snapper in Louisiana and adjacent federal waters. The Proposer shall provide a detailed protocol explaining how species composition percentages will be calculated using the SRV data. The protocol should address SRV surveys where no fish at all are seen in a particular depth layer.
- Provide Proposer's understanding of rod and reel / hook and line sampling and how the data provided will be used to generate a total abundance estimate for

red snapper in Louisiana and adjacent federal waters. The proposer shall provide a detailed protocol for how biological samples will be processed.

- Provide Proposer's understanding of open bottom sampling and how the data provided will be used to generate a total abundance estimate for red snapper in Louisiana and adjacent federal waters. The Proposer should include their preferred method of finfish sampling to be conducted at open bottom sites. In addition, the Proposer shall provide a secondary method that would be utilized, should the primary method prove ineffective. A detailed explanation of the protocols and procedures used for each of these sampling methods shall also be provided. The proposer shall provide a detailed protocol for how biological samples will be processed.
- Provide Proposer's understanding of mark / recapture studies and how the data provided will be used to verify population size estimates from the hydroacoustic methods..
- Data analysis:
 - Describe the protocol and modeling approach explaining how the total abundance of Red Snapper residing in Louisiana and adjacent federal waters of the Gulf of Mexico will be estimated.
 - Describe the protocol for mark/recapture analysis and corresponding population estimates
 - Describe the protocol showing how catch data will be standardized, how otoliths will be processed, and how growth, weight, and length will be modeled.
 - Describe the protocol for maintaining data and metadata and conducting quality control prior to statistical analysis.
- Provide a proposed Project Work Plan that reflects the tasks and services to be performed, deliverables, timetables, and staffing.
- The proposal should include the preferred arrangements for project management and reporting, including the frequency of reporting, and project staffing and organizational structure and a projected timeline of work to be completed.
- The proposal should include a list of deliverables and the format for those deliverables.
- Deliverables should include:
 - Electronic files containing all data and images collected during the study. Data should be formatted in SQL or compatible format.
 - Written procedures for any and all tasks, including data analysis, completed during the study.
 - A final report that provides:
 - A defensible estimate of the absolute abundance of Red Snapper in Louisiana and adjacent federal waters, including standard metrics of the precision of the abundance estimate and methodology of those calculations.

- A comparison of Red Snapper including, but not limited to, growth, condition, and abundance at artificial reefs and platforms versus natural habitats.

1.9.6 Proposed Staff Qualifications

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.

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.

In addition to the information requested above, the Proposer should clearly describe Proposer's ability to meet or exceed the qualifications described in Section 1.8.2 Desirable Qualifications of this RFP, providing specific experience in all of the areas listed below and detailed information on how many years each staff member has in each field; if any:

- Hydroacoustics / side scan sonar surveys and data analysis
- Underwater video / camera surveys and data analysis
- Environmental data collection
- Biological sampling
- Statistical analysis
- Tagging studies
- Coordination and scheduling of offshore research cruises / trips
- Implementation of project / experimental design
- Synthesis and reporting of data and results

Proposer should clearly describe Proposer's ability to meet or exceed the qualifications described in Section 1.8.1 Desirable Qualifications of this RFP and include any supporting documentation.

1.9.7 Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana

Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:
<https://smallbiz.louisianaeconomicdevelopment.com>.

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.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:
<http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:
<http://www.legis.la.gov/Legis/Law.aspx?d=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.la.gov/pages/osp/se/secv.aspx>.

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

<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

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

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Small E, VSE, or DVSE.

1.9.8 Cost Proposal

The Proposer shall provide the total cost for each task. The total cost shall be fully burdened, including all labor, per diem, travel, vessel time, overhead, equipment, supplies, and any other costs related to the service. The Proposer shall provide a Total Cost for providing each task. The Total Cost Proposal will be used in the Cost Evaluation formula at Section 3.1.

Task	Total Cost of Task
Task 1: Hydroacoustic Surveys	\$
Task 2 Self-Rotating Video (SRV) Surveys	\$
Task 3 Rod and Reel/Hook and Line Sampling	\$
Task 4 Open Bottom Sampling	\$
Task 5 Mark/Recapture Study	\$
Task 6 Data Analysis and Final Report	\$
TOTAL COST PROPOSAL	\$

Additionally, the Proposer shall provide a detailed, itemized budget for each task listed in the Scope of Work showing how the Proposer arrived at the total cost. The budget should include, but not be limited to, personnel, vessel time, equipment, and supplies. If there are shared costs among tasks, the Proposer shall indicate such costs and attribute them to a single task, noting which tasks are utilizing the shared cost.

1.9.9 Certification Statement

The Proposer must sign and submit Attachment I, the Certification Statement.

1.9.10 Outsourcing of Key Internal Controls:

Not applicable to this RFP.

1.10 Number of Copies of Proposals

The State requests that five hard copies and one “searchable” electronic copy on a USB flash drive 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 the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

1.11 Legibility/Clarity

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

1.12 Confidential Information, Trade Secrets, and Proprietary Information

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

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Wildlife and Fisheries.

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

1.13 Proposal Clarifications Prior to Submittal

1.13.1 Pre-proposal Conference

Not required for this RFP.

1.13.2 Proposer Inquiries

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

Josh Marcellino, Louisiana Department of Wildlife and Fisheries, P.O. Box 98000 Baton Rouge, LA 70898. Phone Number: 225-765-2939

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only Joshua Marcellino has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

Help scripts are available on OSP website under vendor center at:
<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

1.13.3 Blackout Period

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

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

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

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

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

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

1.14 Error and Omissions in Proposal

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

1.15 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

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

1.16 Withdrawal of Proposal

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

1.17 Waiver of Administrative Informalities

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

1.18 Proposal Rejection/RFP Cancellation

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

1.19 Ownership of Proposal

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

1.20 Cost of Offer Preparation

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

1.21 Taxes

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

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

1.22 Determination of Responsibility

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

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

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

1.23 Use of Subcontractors

The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This

general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Include an estimated percentage of the effort that will be completed by a subcontractor (if applicable). Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

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

1.24 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. If oral presentations are required, the Agency reserves the right to adjust the original scores based on information received in the presentation, using the original evaluation criteria. The cost score will remain unchanged. Commitments made by the Proposer at the oral presentation, if any, will be considered binding.

1.25 Acceptance of Proposal Content

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

1.26 Evaluation and Selection

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

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.27 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted,

the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available.

The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a contract.

1.28 Contract Award and Execution

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

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

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

If the contract negotiation period exceeds 10 business days, or if the selected Proposer fails to sign the final contract within 15 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.29 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer with the highest score.

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

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

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

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

1.30 Right to Prohibit Award

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

1.31 Insurance Requirements for Contractors

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

1.31.1 Contractor's Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

1.31.2 Minimum Scope and Limits of Insurance

1.31.2.1 Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

1.31.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum

limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

1.31.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.31.2.4 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

1.31.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.31.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

1.31.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1.31.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

1.31.4.2 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

1.31.4.3 All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

1.31.5 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1.31.6 Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana

Louisiana Department of Wildlife and Fisheries, Its Officers, Agents, Employees and Volunteers

2000 Quail Drive Baton Rouge, LA 70808

RFx# 3000013154

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

1.31.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

1.31.8 Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

1.32 Indemnification and Limitation of Liability

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

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

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

Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

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

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

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

1.33 Payment

Payment terms shall be negotiated with the successful Proposer. During the execution of tasks contained in the Scope of Work, the Contractor may submit quarterly invoices for actual costs incurred in accordance with the negotiated payment terms. Invoices along with supporting documentation, detailing all allowable costs for actual work completed.

A retainage fee of ten percent (10%) shall be withheld from each approved invoice pending successful completion of the contract. Upon satisfactory completion of all tasks contained in the Statement of Work, retained funds will be paid.

1.33.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see Attachment III for additional information regarding electronic payment methods and registration.

1.34 Termination

1.34.1 Termination of the Contract for Cause

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

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

1.34.2 Termination of the Contract for Convenience

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

1.34.3 Termination for Non-Appropriation of Funds

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

1.35 Assignment

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

1.36 Right to Audit

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 for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.37 Civil Rights Compliance

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

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

1.38 Record Ownership

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

1.39 Entire Agreement/ Order of Precedence

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

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

1.40 Contract Modifications

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

1.41 Substitution of Personnel

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

1.42 Governing Law

The 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 the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.43 Claims or Controversies

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

1.44 Code of Ethics

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

1.45 Corporate Requirements

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

1.46 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

NO LANGUAGE ON PURPOSE; SEE NEXT PAGE

PART 2: SCOPE OF WORK/SERVICES

2.1 Scope of Work

Contractor shall provide data collection and analysis services based on a pre-determined survey design that results in a total abundance estimate for red snapper in Louisiana and adjacent federal waters.

Contractor shall provide six major tasks listed in the Scope of Work that will provide the basis for all of the work conducted in the contract. The six tasks are:

- Hydroacoustic Surveys
- Self-Rotating Video Surveys
- Rod and Reel/Hook and Line Sampling
- Open Bottom Sampling
- Mark/Recapture Study
- Data Analysis and Final Report.

Contractor should provide principal investigator with experience in offshore fisheries research , who shall ensure all findings, discoveries, and required reports are submitted to the agency as specified in the RFP.

2.1.1 Sample sites:

The Contractor shall conduct sampling at 106 sites divided into 3 regions and 4 depth zones. Fifty-five sites are near discrete structures (12 pipeline crossings, 12 platforms, 16 artificial reefs, 15 sites on 5 natural reefs). Fifty-one sites are located in areas classified as open bottom (14 mud substrate, 6 gravel bottom, 7 sites in areas void of shrimp trawling effort, and 24 paired sites, which includes paired substrate and pipeline locations). A full list of sites and coordinates is provided in Table 2.

Table 2. Sample sites with classifications and associated latitudes and longitudes (WGS 1984).

Site_num	Latitude	Longitude	Site type	Sample type
1	29.406851	-92.896044	Platform	Site appropriate hook and line
2	28.452056	-92.925103	Platform	Site appropriate hook and line
3	28.634438	-92.771399	Platform	Site appropriate hook and line
4	28.747864	-91.367972	Platform	Site appropriate hook and line
5	28.415161	-91.613131	Platform	Site appropriate hook and line
6	28.248197	-91.740532	Platform	Site appropriate hook and line
7	28.580784	-91.522373	Platform	Site appropriate hook and line
8	28.618102	-90.242191	Platform	Site appropriate hook and line
9	28.570007	-90.172903	Platform	Site appropriate hook and line
10	28.366093	-90.201843	Platform	Site appropriate hook and line
11	28.938154	-90.173564	Platform	Site appropriate hook and line
12	28.255541	-92.515615	Platform	Site appropriate hook and line
13	28.652350	-92.791500	Artificial Reef	Site appropriate hook and line

14	28.458817	-92.660217	Artificial Reef	Site appropriate hook and line
15	28.427067	-92.662517	Artificial Reef	Site appropriate hook and line
16	28.424167	-92.660050	Artificial Reef	Site appropriate hook and line
17	28.647300	-91.936867	Artificial Reef	Site appropriate hook and line
18	28.412817	-91.606433	Artificial Reef	Site appropriate hook and line
19	28.412583	-91.601067	Artificial Reef	Site appropriate hook and line
20	28.415067	-91.605250	Artificial Reef	Site appropriate hook and line
21	28.252517	-91.757183	Artificial Reef	Site appropriate hook and line
22	28.257433	-91.757500	Artificial Reef	Site appropriate hook and line
23	28.255300	-91.758500	Artificial Reef	Site appropriate hook and line
24	28.617017	-90.256667	Artificial Reef	Site appropriate hook and line
25	28.619583	-90.243267	Artificial Reef	Site appropriate hook and line
26	28.619383	-90.243200	Artificial Reef	Site appropriate hook and line
27	28.615450	-90.143250	Artificial Reef	Site appropriate hook and line
28	28.619467	-90.139400	Artificial Reef	Site appropriate hook and line
29	28.615382	-90.248006	Pipeline Crossing	Site appropriate hook and line
30	28.289362	-92.569871	Pipeline Crossing	Site appropriate hook and line
31	28.709506	-91.355535	Pipeline Crossing	Site appropriate hook and line
32	28.422298	-92.968512	Pipeline Crossing	Site appropriate hook and line
33	28.596853	-92.990140	Pipeline Crossing	Site appropriate hook and line
34	29.372924	-93.045991	Pipeline Crossing	Site appropriate hook and line
35	28.422934	-91.517873	Pipeline Crossing	Site appropriate hook and line
36	28.856417	-90.190258	Pipeline Crossing	Site appropriate hook and line
37	28.320538	-90.198326	Pipeline Crossing	Site appropriate hook and line
38	28.579346	-90.194461	Pipeline Crossing	Site appropriate hook and line
39	28.235995	-91.711222	Pipeline Crossing	Site appropriate hook and line
40	28.572994	-91.428114	Pipeline Crossing	Site appropriate hook and line
41	29.368515	-93.046051	Open Bottom	Trammel or Longline
42	29.368466	-93.051362	Open Bottom	Trammel or Longline
43	29.370352	-92.929575	Open Bottom	Trammel or Longline
44	29.430211	-92.989713	Open Bottom	Trammel or Longline
45	28.570220	-93.029661	Open Bottom	Trammel or Longline
46	28.589748	-92.988716	Open Bottom	Trammel or Longline
47	28.589641	-92.994673	Open Bottom	Trammel or Longline
48	28.610547	-92.949974	Open Bottom	Trammel or Longline
49	28.610443	-92.909674	Open Bottom	Trammel or Longline
50	28.610264	-92.869659	Open Bottom	Trammel or Longline
51	28.590587	-92.769783	Open Bottom	Trammel or Longline
52	28.430524	-92.969579	Open Bottom	Trammel or Longline
53	28.430501	-92.974722	Open Bottom	Trammel or Longline
54	28.429728	-92.709545	Open Bottom	Trammel or Longline

55	28.430198	-92.850249	Open Bottom	Trammel or Longline
56	28.289941	-92.574727	Open Bottom	Trammel or Longline
57	28.284417	-92.574667	Open Bottom	Trammel or Longline
58	28.309715	-92.489890	Open Bottom	Trammel or Longline
59	28.310103	-92.389851	Open Bottom	Trammel or Longline
60	28.790073	-91.429786	Open Bottom	Trammel or Longline
61	28.709894	-91.350221	Open Bottom	Trammel or Longline
62	28.714970	-91.352645	Open Bottom	Trammel or Longline
63	28.590226	-91.389678	Open Bottom	Trammel or Longline
64	28.571074	-91.429147	Open Bottom	Trammel or Longline
65	28.563853	-91.428247	Open Bottom	Trammel or Longline
66	28.429789	-91.509740	Open Bottom	Trammel or Longline
67	28.435034	-91.510698	Open Bottom	Trammel or Longline
68	28.409966	-91.569940	Open Bottom	Trammel or Longline
69	28.310126	-91.770028	Open Bottom	Trammel or Longline
70	28.228586	-91.712486	Open Bottom	Trammel or Longline
71	28.224233	-91.706819	Open Bottom	Trammel or Longline
72	28.890083	-90.369979	Open Bottom	Trammel or Longline
73	28.851754	-90.190362	Open Bottom	Trammel or Longline
74	28.850503	-90.196183	Open Bottom	Trammel or Longline
75	28.830084	-90.230048	Open Bottom	Trammel or Longline
76	28.670075	-90.209932	Open Bottom	Trammel or Longline
77	28.749947	-90.409725	Open Bottom	Trammel or Longline
78	28.729624	-90.450372	Open Bottom	Trammel or Longline
79	28.669910	-90.570649	Open Bottom	Trammel or Longline
80	28.630147	-90.670299	Open Bottom	Trammel or Longline
81	28.630169	-90.370072	Open Bottom	Trammel or Longline
82	28.611727	-90.247085	Open Bottom	Trammel or Longline
83	28.604154	-90.251250	Open Bottom	Trammel or Longline
84	28.590131	-90.129800	Open Bottom	Trammel or Longline
85	28.570487	-90.194530	Open Bottom	Trammel or Longline
86	28.570440	-90.190081	Open Bottom	Trammel or Longline
87	28.347647	-90.150624	Open Bottom	Trammel or Longline
88	28.331062	-90.198177	Open Bottom	Trammel or Longline
89	28.330630	-90.190188	Open Bottom	Trammel or Longline
90	28.844233	-89.336500	Open Bottom	Trammel or Longline
91	28.834450	-89.467400	Open Bottom	Trammel or Longline
92	27.886389	-93.301389	Bright bank	Site appropriate hook and line
93			Bright bank	Site appropriate hook and line
94			Bright bank	Site appropriate hook and line
95	28.340833	-92.459444	Sonnier bank	Site appropriate hook and line

96			Sonnier bank	Site appropriate hook and line
97			Sonnier bank	Site appropriate hook and line
98	28.082500	-92.000556	Alderdice bank	Site appropriate hook and line
99			Alderdice bank	Site appropriate hook and line
100			Alderdice bank	Site appropriate hook and line
101	28.086667	-91.007222	Ewing bank	Site appropriate hook and line
102			Ewing bank	Site appropriate hook and line
103			Ewing bank	Site appropriate hook and line
104	28.647500	-89.564722	Sackett bank	Site appropriate hook and line
105			Sackett bank	Site appropriate hook and line
106			Sackett bank	Site appropriate hook and line

Latitude and Longitude provided for the natural bank sites are the centroid coordinates for those reef locations. The 3 sample sites for each natural reef location is located within the area encompassed by the natural reef. Specific site locations will be determined at a later date and may be negotiated.

2.1.2 Task 1: Hydroacoustic Surveys

The Contractor shall conduct hydroacoustic surveys at all 106 sites to determine total fish abundance at each site. Simrad EK80 split beam echosounders (38KHz, 70 KHz, and 120 KHz) or equivalent shall be utilized to conduct hydroacoustic surveys. Prior to each survey event, echosounders shall be calibrated using standard methods and a tungsten carbide sphere (Foote et al. 1987). For surveys at the 55 discrete structure sites, a radius of 100 m around a platform shall be used to give confidence that the entire platform-associated fish community was captured, as previous studies have found that fish densities further than 50 m from platforms were comparable to background levels (Stanley and Wilson 1996, 1997, 2000). The 51 open bottom sites will be defined using the 2.22 by 1.96 km grids used to map bottom type in the usSEABED database (Buckowski et al. 2006), resulting in an area of 4.3512 km². Adequate coverage of the survey area is needed to achieve a reliable estimate of fish abundance. Degree of coverage (Λ) is defined as: $\Lambda = D/VA$ where: D is the cruise track length, and; A is the size of the survey area. Empirical data from Aglen (1989) showed the ratio needs to be 6:1 or greater. This minimum coverage requirement must be achieved at all survey sites.

The Contractor shall provide a detailed protocol explaining how fish density in a mixed species community will be calculated using the hydroacoustic data. The protocol should address acoustic noise and dead zones.

The Contractor shall record the following parameters: Turbidity FNU, TSS mg/L, Temp °C, Cond μ S/cm, SpCond μ S/cm, Sal ppt, nLF Cond μ S/cm, TDS mg/L, ODO % sat, ODO mg/L, Pressure psi and Depth m. These parameters shall be measured at each survey / sample site and depth so that the physical properties of the entire water column will be collected.

References cited for above protocol:

Aglen, A. 1989. Empirical results on precision-effort relationships for acoustic surveys. ICES CM: 1989/B: 30, 28 p.

Buczkowski, B. J., J. A. Reid, C. J. Jenkins, J. M. Reid, S. J. Williams, and J. G. Flocks. 2006. usSEABED: Gulf of Mexico and Caribbean (Puerto Rico and U.S. Virgin Islands) offshore surficial sediment data release. U.S. Geological Survey, Data Series 146, version 1.0, Reston, Virginia. Available: <http://pubs.usgs.gov/ds/2006/146/>. (February 2014).

Foote, K. G., Knudsen H. P., Vestnes G., MacLennan D. N., Simmonds E. J. Calibration of acoustic instruments for fish-density estimation: a practical guide. 1987. ICES Cooperative Research Report, 44.

Stanley, DR. and CA. Wilson. 1996. Abundance of fishes associated with a petroleum platform as measured with dual-beam hydroacoustics. ICES J. Mar. Sci. 53:473-475.

Stanley, DR. and CA. Wilson. 1997. Seasonal and spatial variation in the abundance and size distribution of fishes associated with a petroleum platform in the northern Gulf of Mexico. Can. J. Fish. Aquat. Sci. 54:1166-1176.

Stanley, DR. and CA. Wilson. 2000. Seasonal and spatial variation in the biomass and size frequency distribution of the fish associated with oil and gas platforms in the northern Gulf of Mexico. U.S. Dept. of the Interior, Minerals Management Service Gulf of Mexico OCS Region, New Orleans, LA. OCS Study MMS 2000-005. 252 pp.

2.1.3 Task 2: Self-Rotating Video (SRV) Surveys

The Contractor shall conduct rotating video surveys at all 106 sites to determine species composition of the fish identified by the hydroacoustic surveys. For sample sites containing platforms, a SRV camera must be lowered in a minimum of a single location. For all other sample sites which include submerged bottom, a SRV camera must be lowered at enough locations (not to exceed 4 locations) to capture the bulk of the fish present at the site. Video footage shall be recorded for 5 minutes for every 10 m of depth at each survey site. When aggregations of fish are present in areas adjacent to the reef or structure, video footage shall also be captured of those assemblages.

The Contractor shall provide a detailed protocol explaining how species composition percentages will be calculated using the SRV data. The protocol should address SRV surveys where no fish at all are seen in a particular depth layer.

The Contractor shall record the following parameters: Turbidity FNU, TSS mg/L, Temp °C, Cond $\mu\text{S}/\text{cm}$, SpCond $\mu\text{S}/\text{cm}$, Sal ppt, nLF Cond $\mu\text{S}/\text{cm}$, TDS mg/L, ODO % sat, ODO mg/L, Pressure psi and Depth m. These parameters shall be measured at each survey / sample site and depth so that the physical properties of the entire water column will be collected.

2.1.4 Task 3: Rod and Reel / Hook and Line Sampling

The Contractor shall conduct rod and reel / hook and line sampling at the 55 discrete structure sites to capture specimens for size and age data as well as provide additional data to determine species composition at each sample site. To avoid gear selectivity effects, three different hook sizes and baits will be utilized to capture specimens. Hook sizes shall consist of Mustad 6/0 (model # 39948NP-BN) fished with squid, Mustad 11/0 (model # 39960-DT) fished with menhaden and Mustad 15/0 (model # 39660-D) fished with site appropriate saltwater live bait. The type of live bait used shall be recorded. A single hook size/bait combination per pole will be utilized while sampling and a maximum of three hooks shall be in the water at one time. Sampling at each site will end when 75 Red Snapper are captured or a minimum of three hours of fishing time is reached, whichever occurs first. All federally managed fish captured on each trip (including red snapper) will be recorded/marked by hook size and brought back to dock for biological processing.

For all captured specimens collected during sampling, a biological processing shall occur when the crew returns to the dock. All specimens will be identified to species and have size of hook capture recorded and whole weight measured to the nearest one-hundredth of a kilogram. Fork and total lengths will be measured to the nearest millimeter and sex recorded for every specimen. Red Snapper otoliths will be extracted, cleaned and stored specific to each individual and site for age determination. The Proposer shall indicate the methods that will be used to age the otoliths.

2.1.5 Task 4: Open Bottom Sampling

Determining species composition at open bottom sites is problematic given expected low densities. The Proposer should include their preferred method of finfish sampling to be conducted at the 51 open bottom sites. In addition, the Proposer shall provide a secondary method that would be utilized, should the primary method prove ineffective. A detailed explanation of the protocols and procedures used for each of these sampling methods shall also be provided.

For all captured specimens collected during sampling, a biological processing shall occur when the crew returns to the dock. All specimens will have size of hook capture recorded and whole weight measured to the nearest one-hundredth of a kilogram. Fork and total lengths will be measured to the nearest millimeter and sex recorded for every specimen. Red Snapper otoliths will be extracted, cleaned and stored specific to each individual and site for age determination. The Proposer shall indicate the methods that will be used to age the otoliths.

2.1.6 Task 5: Mark / Recapture Study

The Contractor shall conduct a mark/recapture study at two selected sites (one platform and one artificial reef) per region in the 25 to 45 m depth zone for a total of 6 sites. Sites selected from the full site list for the mark / recapture study will be agreed upon by LDWF

and the Contractor. One hundred Red Snapper will be double tagged with dart tags at each site. Tagged fish must be released in a such a way as to reduce barotrauma. After a minimum of 7 days from completion of the marking event, study sites will be resampled. Population estimates shall be made using the mark/recapture approach to verify population size estimates from the hydroacoustic methods.

2.1.7 Task 6: Data Analysis and Final Report

The Contractor shall provide a detailed protocol and modeling approach explaining how the total abundance of Red Snapper residing in Louisiana and adjacent federal waters of the Gulf of Mexico will be estimated. This estimate shall account for environmental factors and habitat heterogeneity using the longitudinal, depth, and substrate strata described in the above sampling design.

The Contractor shall provide a detailed protocol for mark/recapture analysis and corresponding population estimates for the six sites selected in Task 5.

The Contractor shall provide a detailed protocol showing how catch data will be standardized, how otoliths will be processed, and how growth, weight, and length will be modeled.

The Contractor shall provide a detailed protocol for maintaining data and metadata and conducting quality control prior to statistical analysis.

2.1.8 Reporting

Contractor shall provide a final report that provides a defensible estimate of the absolute abundance of Red Snapper in Louisiana and adjacent federal waters and a comparison of Red Snapper including, but not limited to, growth, condition, and abundance at artificial reefs and platforms versus natural habitats.

Specific reporting requirements will be negotiated with the successful Proposer.

2.1.9 Schedule

Field surveys and sampling should be conducted in Summer / Fall of 2019 and continue into Spring of 2020 with a final report delivered in the Fall of 2020.

The exact schedule will be negotiated with the successful proposer.

2.2 Deliverables

The deliverables listed in this section are the minimum requirements for the Contractor. Contractor shall provide a list of deliverables and the format for those deliverables.

- Electronic files containing all data and images collected during the study. Data should be formatted in SQL or compatible format.
- Written procedures for any and all tasks, including data analysis, completed during the study
- A final report that provides:
 - A defensible estimate of the absolute abundance of Red Snapper in Louisiana and adjacent federal waters, including standard metrics of the precision of the abundance estimate and methodology of those calculations.
 - A comparison of Red Snapper including, but not limited to, growth, condition, and abundance at artificial reefs and platforms versus natural habitats.

2.3 Technical Requirements

Not applicable to this RFP

2.4 Project Requirements

Project management and reporting requirements will be negotiated with the successful Proposer.

NO LANGUAGE ON PURPOSE; SEE NEXT PAGE

PART 3: EVALUATION

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

Criteria	Maximum Score
Proposed Staff Qualifications	35
Company Background and Experience	10
Approach and Methodology	18
Louisiana Veteran and/or Hudson Initiative <ul style="list-style-type: none">• Up to 10 points available for Hudson-certified Proposers;• Up to 12 points available for Veteran-certified Proposers;• If no Veteran-certified Proposers, those two points are not awarded. See Section 3.2 for details.	12
Cost	25
TOTAL SCORE	100

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.

Proposer must receive a minimum score of 32 points (50%) of the total available points in the technical categories of Proposed Staff Qualifications and Approach and Methodology to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Cost Evaluation

The Proposer with the lowest total cost shall receive 25 points. Other Proposers shall receive cost points based upon the following formula.

$$CCS = (LPC/TCP \times 25)$$

Definitions of Formula:

CCS = Computed Cost Score (points) for Proposer being evaluated

LPC = Lowest Proposed Cost of all Proposers

TCP = Total Cost of Proposer being evaluated - sum of the cost of all tasks

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

A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship, or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
- iii. A detailed description of the work to be performed; and
- iv. The anticipated dollar value of the subcontract for the three-year contract term.

Note – *it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.*

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

Field surveys and sampling should be conducted in Summer / Fall of 2019 and continue into Spring of 2020 with a final report delivered in the Fall of 2020. Specific deadlines for reports and completion of tasks will be will be negotiated with the successful Proposer.

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation:

Performance will be measured by timely submission of progress reports which clearly describe project status and completion of elements and tasks defined in the Scope or Work. Performance will also be measured by the comprehensiveness and validity of the final report.

4.2.2 Monitoring Plan:

An Agency project monitor will monitor progress through frequent communications via phone, email, and meetings with the Contractor. In addition, the Agency project monitor may also conduct site visits to observe activities. The Contractor will provide timely invoices, progress reports, and annual reports summarizing the work completed and any problems encountered as negotiated.

4.3 Veteran and Hudson Initiative Programs 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 participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

ATTACHMENT I: CERTIFICATION STATEMENT

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

OFFICIAL CONTACT

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

- A. Official Contact Name: _____
- B. E-mail Address: _____
- C. Facsimile Number with area code: () _____
- D. US Mail Address: _____

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

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

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 15 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and

proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.

9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Signature of Proposer or
Authorized Representative

Typed or Printed Name:

Date:

Title:

Company Name:

Address:

City:

State:

Zip:

NO LANGUAGE ON PURPOSE; SEE NEXT PAGE

ATTACHMENT II: SAMPLE CONTRACT

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY

AND

CONTRACTOR NAME

CONTRACT NUMBER (*ISIS/LAGOV*)

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES ☐ CONSULTING SERVICES ☐ SOCIAL SERVICES ☐ PERSONAL SERVICES ☐

CONTRACTOR (Legal Name if Corporation)

FEDERAL EMPLOYER TAX ID NUMBER

STATE LDR ACCOUNT #

STREET ADDRESS

TELEPHONE NUMBER

CITY

STATE
ZIP CODE

TERM OF CONTRACT

This Contract shall begin on and shall end on . The State has the right to extend this Contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals. With all proper approvals and concurrence of the Contractor, the State may also exercise an option to extend for up to twenty-four (24) additional months at the same rates, terms and conditions of the initial Contract term. Prior to the extension of the Contract beyond the initial thirty-six (36) month term, prior approval by the Joint Legislative Committee on the Budget (JLCB) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract amendment to the Office of State Procurement (OSP) to extend contract terms beyond the initial 3-year term. The total contract term, with extensions, shall not exceed five (5) years. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.

COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this Contract, the State hereby agrees to pay to Contractor a maximum fee of \$, over multiple years as follows: . Payments are predicated upon successful completion of the services described in *Description of Services* and acceptance of deliverables described in *Acceptance of Deliverables*; receipt of an invoice; and written approval of .

The State shall make every reasonable effort to make payments within [Click here to enter the number of days the State will make payments within. 25 business days is recommended](#) of receiving an invoice. Contractor shall comply with the Division of Administration State General Travel Regulations, as set forth in the Division of Administration Policy and Procedure Memorandum No. 49.

PROHIBITION AGAINST ADVANCE PAYMENTS

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law.

GOALS AND OBJECTIVES

DESCRIPTION OF SERVICES

Contractor agrees to furnish services to State as specified in this Section and in any attachments.

A full description of the scope of services is contained in the following documents, which are made a part of this Contract:

- Statement of Work
- Contractor Personnel and Other Resources
- State Furnished Resources

DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

ACCEPTANCE OF DELIVERABLES

Deliverables shall be submitted, reviewed, and accepted according to the following procedure:

- A. *General.* The State shall accept work performed in accordance with the Statement of Work and/or as subsequently modified in State-approved documents.
- B. *Submittal and Review.* Contractor shall provide written notification to the State Project Director that a Deliverable is completed, and available for review and acceptance.

Upon Contractor's written notification, the State Project Director shall review the Deliverable within . Within this period, the State Project Director shall direct the appropriate review process; coordinate any review outside the Project team; and present results to any appropriate committee(s) for acceptance. The review process shall be comprehensive—identifying all items that must be modified or added.

- C. *Acceptance or Rejection.* A Deliverable shall be considered accepted unless, within the , the State Project Director notifies the Contractor in writing that the Deliverable is rejected and specifies the items that, if modified or added, will cause the Deliverable to be accepted. A failure to submit all or any essential part of a Deliverable shall be cause for rejection of the Deliverable.

- D. *Resubmitting Deliverables.* Contractor shall provide written notification to the State Project Director when the Contractor resubmits a Deliverable for acceptance. The State Project Director shall review the resubmitted Deliverable within . A resubmitted Deliverable shall be considered accepted unless, within this period, the State Project Director notifies the Contractor in writing that the resubmitted Deliverable is rejected and specifies the items that, if modified or added, will cause the resubmitted Deliverable to be accepted. The parties shall repeat this process until the resubmitted Deliverable is accepted, or the State determines that the Contractor has breached the Contract and places the Contractor in default.

TERMS OF PAYMENT

The Contractor may submit invoices, not more frequently than monthly. If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

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.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF

VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION

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

SUBSTITUTION OF KEY PERSONNEL

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

STATE FURNISHED RESOURCES

State shall appoint a Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract

TAXES

Before the Contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State's obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to

resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

TERMINATION FOR CAUSE

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

REMEDIES FOR DEFAULT

Any claim or controversy arising out of this Contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

OWNERSHIP OF WORK PRODUCT

All software, data files, documentation, records, worksheets, or any other related materials developed under this Contract shall become the property of the State upon creation. All material related to the 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 be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

DATA/RECORD RETENTION

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws

regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

RECORD 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 the Contract. All material related to the 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 be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

CONTRACTOR'S COOPERATION

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

ASSIGNABILITY

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten (10) calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

RIGHT TO AUDIT

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

FISCAL FUNDING

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.

NON-DISCRIMINATION

Contractor agrees to abide by the requirements of the following as applicable and amended: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964; Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Rehabilitation Act of 1973; the Vietnam Era Veteran's Readjustment

Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975; Fair Housing Act of 1968; and, Americans with Disabilities Act of 1990.

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

CONTINUING OBLIGATION

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

CONFIDENTIALITY

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

AMENDMENTS

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

PROHIBITED USE OF FUNDS

Contractor shall not use funds received for services rendered under this Contract to urge an elector to vote for or against any candidate or proposition on an election ballot, or to lobby for or against any matter the Louisiana Legislature or a local governing authority is considering to become law. This provision shall not prevent the normal dissemination of factual information relative to any proposition on an election ballot or any matter being considered by the Louisiana Legislature or a local governing authority.

SUBCONTRACTORS

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

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

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

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

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

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

STAFF INSURANCE

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount. For insurance requirements, refer to Exhibit A.

LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract.

SECURITY

Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project. Contractor is responsible for reporting any breach of security to the State promptly.

CODE OF ETHICS

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

SEVERABILITY

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

HEADINGS

Descriptive headings in this Contract are for convenience only and shall not affect the construction or meaning of contractual language.

ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Contract, (together with the Request for Proposals and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's Request for Proposals, and any exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

This Contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the Request for Proposals and the Proposal; second priority shall be given to the provisions of the Request for Proposals and amendments thereto; and third priority shall be given to the provisions of the Proposal.

CONTRACT APPROVAL

This Contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LSA-R.S.39:1595.1.

INSURANCE REQUIREMENTS FOR CONTRACTORS

See Exhibit A.

The cost of such insurance shall be included in the total Contract amount.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

WITNESSES SIGNATURES:

STATE AGENCY SIGNATURE:

By: _____

Title: _____

CONTRACTOR SIGNATURE:

By: _____

Title: _____

OPTIONAL FEDERAL REQUIREMENTS

ANTI-KICKBACK CLAUSE

Contractor agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT

Contractor agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

Contractor recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

Contractor agrees to adhere to all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

STATEMENT OF WORK

SCOPE OF SERVICES

Contractor shall perform services according to the terms of this Contract and according to the Statement of Work (SOW) in Attachment

INTRODUCTION

DESCRIPTION OF SERVICES/TASKS

SCHEDULE REQUIREMENTS

PERFORMANCE MEASURES AND MONITORING PLAN

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

MONITORING PLAN

Andy Fischer, Biologist Director will monitor the services provided by the Contractor and the expenditure of funds under this Contract. Andy Fischer, Biologist Director will be primarily responsible for the day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance.

DELIVERABLES

Contractor agrees to provide the following deliverables within the time frames specified herein:

CONTRACTOR PERSONNEL AND OTHER RESOURCES

CONTRACTOR RESOURCES

Contractor agrees to provide the following Contract related resources:

- A. *Project Manager.* Contractor shall provide a project manager to provide day-to-day management of project tasks and activities, coordination of Contractor support and administrative activities, and for supervision of Contractor employees. The project manager shall possess the technical and functional skills and knowledge to direct all aspects of the project.

- B. *Key Personnel.* Contractor shall assign staff who possess the knowledge, skills, and abilities to successfully perform assigned tasks. Individuals to be assigned by the Contractor are listed in Attachment III.

- C. *Personnel Changes.* Contractor's Project Manager and other key personnel assigned to this Contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.

- D. *Other Resources.* Contractor shall provide other resources as specified in Attachment [Click here to enter the Attachment identification letter or number.](#) .

CONTRACTOR PERSONNEL

The following individuals are assigned to the project, on a full time basis (unless otherwise indicated), and in the capacities set forth below:

Name	Company Responsibilities	Classification Rate	Expected Duration
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STATE FURNISHED RESOURCES

STATE FURNISHED RESOURCES

The State shall make available to the Contractor for use in fulfillment of this contract those resources described in Attachment [Click here to enter the Attachment identification letter or number.](#)

ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION

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

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

For all statewide and agency term contracts:

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

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available at: <http://www.doa.la.gov/osrap/ISIS%20EFT%20Form.pdf>

To facilitate this payment process, you will need to complete and return the EFT enrollment form contained in the link above.

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

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual