

**VOUCHER #20008-A20-007- Disaster Management and Monitoring Services**

**TO BE PUBLISHED – LEGAL 3/13/2020 and 03/20/2020**

**PROPOSALS TO BE OPENED: 04/09/2020**

**THE ADVOCATE  
BATON ROUGE, LOUISIANA**

**Notice to Proposers**

Notice is hereby given that sealed proposals will be received by the City of Baton Rouge and the Parish of East Baton Rouge Purchasing Division until **April 09, 2020 at 2:00 P.M.** local time in Room 826, of City Hall, 222 Saint Louis Street, Baton Rouge, Louisiana, 70802 for:

**20008-A20-007-Disaster Management and Monitoring Services**

Proposals received after the above specified time will not be considered. Proposals will be opened immediately after proposal opening time in Room 806, of City Hall. All interested parties are invited to be present.

A **Non-Mandatory Pre-Proposal Conference** will be held on March 23, 2020 at 2:00 p.m. Room 806, of City Hall, 222 Saint Louis Street, Baton Rouge, Louisiana, 70802:

Copies of the Request for Proposal may be obtained from <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102> or by email request to [purchasinginfo@brgov.com](mailto:purchasinginfo@brgov.com).

The right to reject any and all proposals and to waive irregularities and informalities is reserved.

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective Contractors are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

All questions concerning the Solicitation and Contract Documents must be received in accordance with the Schedule of Events cited in section 4 of the Solicitation documents and as further defined in section 10 (M) Proposer Inquiry Periods of the same document.

\*Note: The City-Parish has elected to use LaPac, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. LaPac is resident on State Purchasing's website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102> and is available for vendor self-enrollment.

In that LaPAC provides an immediate e-mail notification to subscribing bidders 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. Though not required if receiving solicitation and addenda notices from LaPAC, the City-Parish will mail addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

# **REQUEST FOR PROPOSAL**

## **Disaster Management and Monitoring Services**



**Solicitation No: 20008-A20-007**

**Proposal Opening Date: April 9, 2020**

**Proposal Opening Time: 2:00 pm**

**City of Baton Rouge/Parish of East Baton Rouge  
Office of the Mayor-President  
Division of Purchasing**

**April 2020**

### **NOTE TO PROPOSERS:**

- 1) Submit the separate set of Proposal Forms with all required information as your Proposal.
- 2) Retain the complete set of Specifications and Contract Documents for your file.

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# **REQUEST FOR PROPOSAL**

## **FOR**

### **Disaster Management and Monitoring Services**

#### **PART I – ADMINISTRATIVE AND GENERAL INFORMATION**

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##### **1.1 Background**

The City of Baton Rouge and Parish of East Baton Rouge currently has a contract for disaster management and monitoring services scheduled to expire on March 1, 2020. It is the intent of the City-Parish to enter into a services contract with a firm for disaster management and monitoring services to begin June 1, 2020 for a one year period with an option to extend four additional, successive one-year periods.

Situated in the southeastern part of central Louisiana, Baton Rouge is the state's capital and second largest city with an estimated population of 221,600. East Baton Rouge Parish has a population 440,960. The land area of city parish is 455 square miles. The parish's population density is 979.5 people per square mile. The disaster management and monitoring services in this contract excludes the incorporated areas of Baker, Central and Zachary as well as all roadways maintained by the Louisiana Department of Transportation and Development.

Most recently, Hurricane Barry impacted the City-Parish in 2019, resulting in the removal and processing of approximately 32,300 cubic yards of woody debris that was processed and utilized as cover material at the North Landfill. The historic August 2016 Flood severely impacted the City-Parish resulting in the removal of over 2,000,000 cubic yards of construction and demolition debris, 320 tons of household hazardous waste, 7,700 individual white goods and 18,550 individual electronic waste.

FEMA guidelines stipulate that for the City-Parish to be able to receive assistance for disaster debris removal from public access roads, right-of-ways, and public property, the City-Parish must implement a debris removal monitoring service. This service is provided by independent consultants that are selected by the City-Parish to provide this service. Monitoring of debris removal and disposal contractor activities is a critical component in successful debris operations and in the justification and documentation of any application for FEMA Public Assistance funding. The responsibility of these consultants will be to deploy trained debris monitors to observe and document debris removal and disposal activities.

As such the City-Parish requires the services of a debris-monitoring prime consultant to support the oversight, management and technical assistance for the monitoring of debris removal and recovery contractors in accordance with the East Baton Rouge Parish Debris Management Plan; Federal Emergency Management Agency ("FEMA") guidelines, policies and procedures. Proposer(s) shall provide field monitors at designated locations to ensure that only eligible debris

is being removed and to check and verify information on debris removal and at Temporary Debris Storage and Reduction Sites (TDSRS) designated by the City-Parish.

### **1.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by the City-Parish governing statutes, ordinances, resolutions and policies from bona fide, qualified proposers who are interested in providing disaster management, recovery, and consulting services to support the oversight and management of debris recovery contractors on an as needed basis.

### **1.1.2 Goals and Objectives**

The City-Parish desires to select one consultant to provide the services described herein. The prime consultant may not subcontract the specified services without the written agreement of the City-Parish. These services will not be authorized until such time as a Notice to Proceed has been issued; typically in response to a natural or manmade disaster.

The City-Parish expects to achieve the following outcomes through a new contract.

- Obtain a skilled and qualified Prime consultant that has a strong record and experience on providing FEMA, FHWA and all applicable State and Federal Disaster Specific Guidance(s) and policies disaster debris monitoring and management services on an on-call and emergency basis so the City-Parish is assured to get dependable, responsive, proven and expert services.
- Obtain the lowest possible pricing with a fixed long-term price.
- Establish a cost effective contract that can provide immediate response to the City-Parish's needs during an emergency or disaster, with round the clock services.

## **1.2 Definitions**

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must – The terms “must” denotes mandatory requirements.
- C. May – The term “may” denotes an advisory or permissible action.
- D. Should – The term “should” denote desirable.
- E. Contractor – Any person having a contract with a governmental body.
- F. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the City-Parish authorized to participate in any contract resulting from this solicitation.
- G. State – The State of Louisiana.
- H. Department – Department for whom the solicitation is issued.
- I. Director – Director of Purchasing

J. City-Parish – City of Baton Rouge-Parish of East Baton Rouge.

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

### 1.3 Schedule of Events

<i>Item</i>	<i>Anticipated Schedule</i>
1. RFP mailed to prospective proposers	March 13, 2020
2. Pre-Proposal Conference	Not Required – March 23, 2020 2:00 pm
3. Deadline to receive written inquiries	March 25, 2020
4. Deadline to answer written inquiries	April 1, 2020
5. Proposal Opening Date (deadline for submitting proposals)	April 9, 2020 at 2:00 pm local time
6. Oral discussions with proposers	To be scheduled if necessary
7. Notice of Intent to Award to be mailed	To be scheduled (approx 2-4 weeks after # 5-6)
8. Contract Initiation	Upon Issuance of #7

**NOTE: The City-Parish reserves the right to deviate from these dates.**

### 1.4 Proposal Submittal

This RFP is available in PDF format or in printed form by submitting a written request to the RFP Contact. (See Section 1.7.2 for this RFP contact)

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

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

X **Proposal Name:** \_\_\_\_\_  
X **Solicitation No.** \_\_\_\_\_  
X **Proposal Opening Date & Time :** \_\_\_\_\_

**Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.**

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

City of Baton Rouge/Parish of East Baton Rouge  
Purchasing Division  
222 Saint Louis Street, Room 826  
Baton Rouge, LA 70802

Or mailed to:

City of Baton Rouge/Parish of East Baton Rouge  
Purchasing Division  
P.O. Box 1471

Baton Rouge, LA 70821

**\*Please note this P.O. Box is not checked daily.**

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

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

**PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.**

### **1.5 Proposal Response Format**

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

- A. **Cover Letter:** Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the City-Parish. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:
1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
  2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
  3. Other documents indicating authority which are acceptable to the public entity.

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

The cover letter should also:

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

- B. **Table of Contents:** Organized in the order cited in the format contained herein.



- C. **Proposer Qualifications and Experience**: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **RFP Compliance**: Illustrating and describing compliance with the RFP requirements.
- E. **Innovative Concepts**: Present innovative concepts, if any, not discussed above for consideration.
- F. **Project Schedule**: Detailed schedule of implementation plan for pilot (if applicable) and full project implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal**: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Consultant wishes to have considered in the contractual arrangement with the City-Parish.

### **1.5.1 Number of Response Copies**

Each Proposer shall submit one (1) signed original response. Three (3) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6).

### **1.5.2 Legibility/Clarity**

Responses to the requirements of this RFP in the formats requested is desirable with all questions answered in as much detail as practicable. The Proposer's response is to 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 is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

### **1.6 Confidential Information, Trade Secrets, and Proprietary Information**

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

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

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following

legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

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

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

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the City-Parish and hold the City-Parish harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City-Parish to disclose the information. If the owner of the asserted data refuses to indemnify and hold the City-Parish harmless, the City-Parish may disclose the information.

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

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from Purchasing. When submitting your redacted copy, you should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.”

## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Pre-proposal Conference**

A pre-proposal conference will not be held. The Proposer Inquiry period is your sole opportunity for submitting questions and obtaining official responses from the City-Parish concerning this Request for Proposal. (See 1.3 – Schedule of Events)

### **1.7.2 Proposer Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing and received by the close of business on the Inquiry

Deadline date set forth in the Calendar of Events (See Section 1.3). Initial inquiries shall not be entertained thereafter.

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

Further, we realize that additional questions or requests for clarification may generate from City-Parish's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is issued (or, posted to the LaPAC website at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/deptbids.cfm>). If necessary, another addendum will be issued to address the final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the specifications contained therein shall submit questions or concerns in writing to Director of Purchasing (see Sect. 1.4.6) during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein. Protests with regard to the specification documents will not be considered after proposals are opened.

\*Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system that is resident on State Purchasing's website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/deptbids.cfm> and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders 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 dates.

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

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

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

City of Baton Rouge/Parish of East Baton Rouge  
Attention: Kris R. Goranson  
Purchasing Division  
222 Saint Louis Street, Room 826                      or      P.O. Box 1471  
Baton Rouge, LA 70802    Baton Rouge, LA 70821

## **1.8 Errors and Omissions in Proposal**

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

## **1.9 Proposal Guarantee (if required)**

Each proposal shall be accompanied by a proposal guarantee in the form of a bond (from a surety licensed to conduct business in the State of Louisiana), or a certified or cashier's check or money order made payable to the City of Baton Rouge/Parish of East Baton Rouge, or an irrevocable letter of credit from a Federal or State licensed bank in the amount of five percent (5%) of the proposal. Proposal guarantees shall be subject to forfeiture for failure on the part of the selected proposer to execute a contract within thirty (30) days after such contract is submitted to proposer in conformance with the terms, conditions, and specifications of this solicitation. Proposal guarantees shall be returned upon the award of a contract or upon rejection of all proposals.

## **1.10 Performance Bond (if required)**

The successful proposer shall be required to provide a performance (surety) bond in the amount of one hundred percent (100%) of the contract amount to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the City-Parish. The performance bond shall be subject to forfeiture for failure on the part of the successful proposer to perform its obligations under the contract.

## **1.11 Changes, Addenda, Withdrawals**

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

If the proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope marked as stated in Section 1.4. Such shall meet all requirements for the proposal.

## **1.12 Withdrawal of Proposal**

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

## **1.13 Material in the RFP**

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

#### **1.14 Waiver of Administrative Informalities**

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

#### **1.15 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by the City-Parish to award a contract. The City-Parish reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the City-Parish to do so.

Failure to submit all non-mandatory information requested may result in the City-Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

#### **1.16 Ownership of Proposal**

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

#### **1.17 Cost of Offer Preparation**

The City-Parish is not liable for any costs incurred by prospective proposers or consultants prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City-Parish.

#### **1.18 Non-negotiable Contract Terms**

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

#### **1.19 Taxes**

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

#### **1.20 Proposal Validity**

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

### **1.21 Prime Consultant Responsibilities**

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

#### **1.21.1 Corporation Requirements**

Upon the award of the contract, if the consultant is a corporation and not incorporated under the laws of the State of Louisiana, the consultant shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

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

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

### **1.22 Use of Subcontractors**

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

The City-Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers/Prospective consultants are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

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

### **1.23 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. The City-Parish reserves the right to enter

into an Agreement without further discussion of the proposal submitted based on the initial offers received.

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

Written or oral discussions/presentations for clarification may be conducted to enhance the City-Parish understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

#### **1.24 Acceptance of Proposal Content**

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

#### **1.25 Evaluation and Selection (see Part III Evaluation)**

#### **1.26 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to the City-Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the City-Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. Negotiation shall also allow price reductions. The final contract form shall be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable to complete the process.

#### **1.27 Contract Award and Execution**

The City-Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, any addendums, and the proposal of the selected consultant will become part of any contract initiated by the City-Parish.

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

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

Award shall be made to the Proposer or Proposers whose proposal, conforming to the RFP, will be the most advantageous to the City-Parish, price and other factors considered.

The City-Parish intends to award to a single Proposer.

### **1.28 Notice of Intent to Award**

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and Metro Council, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the City-Parish, the City-Parish may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

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

### **1.29 Debriefings**

Debriefings may be requested by the participating Proposers after a contract has been awarded. Contact may be made by phone at (225) 389-3259 or E-mail to [purchasinginfo@brla.gov](mailto:purchasinginfo@brla.gov) to schedule the debriefing. Debriefings shall occur within 15 days after the Contract Award and will not be conducted prior to contract award. Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of submitted proposals. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.

### **1.30 Insurance Requirements**

Consultant shall furnish the City-Parish with certificates of insurance affecting coverage(s) required by the RFP (see Attachment C). 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 City-Parish before work commences. The City-Parish reserves the right to require complete certified copies of all required policies, at any time.

### **1.31 Subcontractor Insurance**

The consultant shall include all subcontractors as insureds under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the consultant.

### **1.32 Indemnification**

Service Provider agrees to indemnify, defend, and hold harmless the City-Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the City-Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.



Service Provider, its agents, employees and insurer (s) hereby release the City-Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

### **1.33 Fidelity Bond Requirements (Not Required)**

### **1.34 Payment for Services**

Each individual department shall pay consultant in accordance with the Pricing Schedule set forth. The consultant may invoice the department monthly at the billing address designated by the department. Payments will be made by the City-Parish within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the department. Invoices shall include the contract or purchase order number, using department and product/service provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

### **1.35 Termination**

**1.35.1 Termination of this Agreement for Cause** – The City-Parish may terminate this contract for cause based upon the failure of the consultant to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the City-Parish shall give the consultant written notice specifying the consultant's failure. If within thirty (30) days after receipt of such notice, the consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the City-Parish may, at its option, place the consultant in default and the Agreement shall terminate on the date specified in such notice.

The consultant may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the City-Parish to comply with the terms and conditions of this contract; provided that the consultant shall give the City-Parish written notice specifying the City-Parish failure and a reasonable opportunity for the City-Parish to cure the defect.

**1.35.2 Termination of this Agreement for Convenience** – The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the consultant of such termination or negotiating with the consultant an effective date.

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

**1.35.3 Termination for Lack of Appropriated Funds** – Should the RFP result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

If the RFP contract services are funded by grant funds, the City-Parish shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

### **1.36 Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the City-Parish.

### **1.37 No Guarantee of Quantities**

The quantities referenced in the RFP are used to evaluate the financial proposal. The actual quantities will be based on the severity of the event. The right is reserved by the City-Parish to increase or decrease the amount, at the unit price stated in the proposal.

Neither the City-Parish nor Department obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

### **1.38 Audit of Records**

The City-Parish or others so designated by the City-Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

### **1.39 Civil Rights Compliance**

The consultant agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, the consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices, and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

### **1.40 Record Retention**

The consultant shall maintain all records in relation to this contract for a period of at least five years or as required by FEMA, whichever is more stringent.

### **1.41 Record Ownership**

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

#### **1.42 Content of Contract/Order of Precedence**

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

#### **1.43 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of Purchasing, Parish Attorney and Metro Council, where applicable.

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

#### **1.44 Substitution of Personnel**

The City-Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the consultant or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the City-Parish for approval prior to any personnel substitution. It shall be acknowledged by the consultant that every reasonable attempt shall be made to assign the personnel listed in the consultant's proposal.

#### **1.45 Governing Law**

All activities associated with this RFP process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S.38-2211-2296; section 1:701-710 of the City-Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

In accordance with the provisions of Louisiana R.S. 38:2212.9 in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter

16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

#### **1.46 Claims or Controversies**

Any proposer who believes they were adversely affected by the City-Parish's procurement process or award, may file a protest. It must be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was, or should have been known.

The City-Parish will take action on protests within fifteen (15) days of the receipt thereof. The City-Parish may suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered.

Protests will be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

#### **1.47 Proposer's Certification of OMB A-133 Compliance**

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>

## **PART II – SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

The consultant understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible.

The consultant shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, or local governments or agencies, or of any public utilities or their consultants.

The consultant shall ensure that staff is fluent in English.

The Prime consultant shall be knowledgeable of FEMA, GOHSEP and FHWA regulations pertaining to debris collection, monitoring and management, keeping abreast of any changes thereto, and advising the City on compliance with and implementation of the same.

Prime consultant shall perform services as requested by the City and set forth in this Scope of Work (collectively, the “Services”) in accordance with East Baton Rouge Debris Management Plan. The Scope of Work shall include, but not be limited to the following tasks:

#### Pre-event

- Participate in meetings, workshops, training sessions and the refinement of the Citywide Disaster Debris Management Plan including data management and related systems.
- Visit City-designated temporary debris management sites (TDSRS) to assess suitability.
- Provide the necessary staff at the EBR City-Parish Emergency Operations Center (EOC) to assist in the planning process.

#### Post Event

- Provide technical advice to the City and support Debris Management operations.
- Emergency push/road clearance coordination.
- Provide disaster monitoring services in the designated areas of EBR Parish debris removal;
- Schedule work for all team members and contractors on a daily basis;
- Hire, train, manage and coordinate of all field staff;
- Monitor removal and disposal contractor’s operations and make/implement recommendations to improve efficiency and speed up recovery work;
- Development of maps, GIS application, etc. as necessary;
- Keep electronic record of all debris quantities;
- Develop & manage cost tracking software program for each project, correctly, code and process invoices, provide weekly invoices, and provide monthly cost analysis report;
- Accurately measure and certify all debris contractor and City-Parish equipment. (Recertify on a regular basis);
- Properly and accurately complete and physically control load tickets (in tower and in the field);
- Ensure that trucks are not artificially loaded (ex. Debris is not wetted or mixed, debris is fluffed—not compacted);
- Identify and validate hazardous trees, including hangers, leaners and stumps; (using appropriate documentation forms and before/after photos).
- Ensure that hazardous wastes are not mixed in loads;
- Ensure that all debris is removed from trucks at disposal sites;
- Ensure that trucks are accurately credited for their load;
- Report if improper equipment is mobilized and used;
- Report and document any “cherry picking.”
- Report if contractor personnel safety standards are not followed;
- Report if completion schedules are not on target;

- Ensure that only debris specified in the contract is collected (and is identified as eligible or ineligible);
- Assure that force account labor and/or debris contractor work is within the assigned scope of work;
- Monitor the site development and restoration of Temporary Debris Staging and Reduction Sites (TDSRS);
- Document original collection location of debris
- Report to supervisor if debris removal work does not comply with all local ordinances as well as State and Federal regulations (i.e. proper disposal of hazardous wastes);
- Record the types of equipment used;
- Record the hours equipment was used, include downtime of each piece of equipment by day;
- Comprehensive review, reconciliations, and validation of debris removal and disposal contractor(s) invoices prior to submission to the City-Parish for processing per FEMA guidelines or as directed by the City.
- Report preparation required for reimbursement by FEMA, FHWA, and any other applicable agency related to disaster recovery efforts;
- Conduct environmental safety audits & inspection;
- Facilitate continuous improvement effort;
- Ensure corrective action in case of quality control (QC) problem;
- Coordinate with City-Parish personnel to respond to all problems including complaints from residents, business owners, etc.;
- Document damages to all roadways, sidewalks utilities, buildings, fencing, drainage structures and other features which may occur as a result of debris removal operations;
- Provide updates to City-Parish Debris Manager for transmittal to the EOC for news media, as required. (All debris removal communications and updates related to debris removal operations will be handled by the City);
- Provide the City-Parish with daily updates on progress;
- Assist with other cost recovery efforts, as requested by the City-Parish;
- Provide total quantity reconciliation with the City, State, FEMA, FHWA and/or any other funding entity, and
- Complete any other storm debris management services as needed and authorized by the City.

In the event that the Corps of Engineers provide their services in a Direct Federal Mission, tasks herein that are not covered by Corps of Engineers staff will be carried out per Work Orders issued by the City-Parish.

The costs for the documentation of the response and recovery process shall be included within the items in the pricing in attachments A and B. Proposers shall have proven experience with overall management and FEMA and FHWA requirements, rules, and regulations to qualify for this scope.

The consultant shall be required to replace any debris monitor whose job performance is deemed unsatisfactory at the discretion of the City-Parish.

Monitoring shall be done in compliance with FEMA, GOHSEP, FHWA, State, Local and other funding agency guidelines.

At least one (1) accessible and designated Project Manager or liaison officer in the area of operation shall have full authority to act on behalf of Prime consultant and all communications

given to the Project Manager or liaison officer in writing by the City-Parish to this authorized representatives shall be as binding.

## **2.2 Period of Agreement**

The term of any contract resulting from this solicitation shall begin on or about June 1, 2020 for a twelve month period with annual renewal options annually thereafter for a total contracting period not to exceed five years.

## **2.3 Price Schedule**

Prices proposed by the proposers should be submitted on the Pricing Schedule furnished herein as Attachment B. Prices submitted shall be firm for the term of the contract and inclusive of all charges consultant wishes City-Parish to consider for proposed services (items, etc). Prices shall include delivery of all items F.O.B. destination.

## **2.4 Deliverables**

The deliverables listed in this section are the minimum desired from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

- Requesting Assistance from FEMA and GOHSEP representatives as needed
- Logging the requests made to the different agencies and the resolutions
- Debris Pickup/Removal Operations including:
  - Inspectors to monitor debris collection on right-of ways (ROW) and private properties as needed, including assessment of any damage caused or allegedly caused by debris removal contractors.
  - Develop a Health and Safety Plan to address all aspects of the field work. The Prime consultant is not responsible for the Health and Safety of third parties. The debris removal contractor will be responsible to provide for the health and safety of their workers and their operations.
  - Implement truck certification program and provide monitors and oversight
  - Require all vehicles used for monitoring purposes be clearly identified as such with signage, plaque or paint clearly identifying to citizens of city approved debris clean-up activities.
  - Develop and maintain a load ticket database, using Microsoft Excel entering the data daily and resolving discrepancies with hauling and processing contractors to facilitate invoicing and FEMA reimbursement.
  - Establish field office, if necessary.
  - Review and approve invoices from debris removal and processing contractors in accordance with City-Parish direction.
  - Coordinate with the debris removal contractors to resolve collection problems and citizen complaints.
  - Collect Right of Entries (ROE) and provide monitors for Private Property Debris Removal (PPDR) assessments, if necessary.

## **2.5 Location**

The location(s) the work/delivery/service is to be performed, completed and managed are all areas of the City of Baton Rouge, Parish of East Baton Rouge, excluding the incorporated areas of Baker, Central and Zachary.

## **2.6 Proposal Elements**

### **2.6.1 Financial**

Prices proposed by the proposers should be submitted on the Pricing Schedule furnished herein as Attachment B.

#### **2.6.1 Financial**

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish the City-Parish to consider. Charges must, at a minimum, include the hourly rates for the positions/items listed on the Pricing Schedule in Attachment B.

#### **2.6.2 Technical**

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

- Qualifications of the Prime consultant/Firm and Resources
- Operational Capabilities of Company
- Technical Approach
- Key Personnel Qualifications
- Proposed Subcontractors
- References
- Financial Stability
- Exceptions
- Information demonstrating the Proposer's understanding of the nature and scope of this project

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the City-Parish to consider.

#### **2.6.3 DBE/MBE Participation**

Proposer should acknowledge DBE/MBE participation where applicable for both the work to be performed and equipment or supplies to be utilized.



## **PART III – EVALUATION**

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

### **3.1 Financial Proposal (30 points)**

The proposed price for calculation is the total annual cost estimate based on the pricing schedule in Attachment B. The number of points earned equals the lowest proposal price divided by the vendor's proposal price and multiplied by 30% for the total number of points earned.

Examples:

Proposer No. 1  
TOTAL ANNUAL COST - \$ 100,000  
 $\$100,000/\$100,000 = 1.00 \times 30\% = 30$  points

Proposer No. 2  
TOTAL ANNUAL COST - \$ 110,000  
 $\$100,000/\$110,000 = 0.91 \times 30 = 27.3$  points

### **3.2 Technical Proposal (65 Points)**

Proposer shall demonstrate its understanding of Disaster Management and Monitoring Services and its ability to work with all local, state and federal agencies throughout the process. Proposer shall address the items listed in Section 2.6.2 and explain how the company will meet all requirements of this RFP.

### **3.3 DBE/MBE/Veteran Participation (5 points)**

The City-Parish encourages the participation of Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), Veteran Owned and/or Service-Connected Disabled Veteran Owned on this solicitation. Proposers will be evaluated based on the percent of DBE/MBE/Veteran participation. For instance, a proposer would be awarded the maximum 5 points if the company plans to perform all work as the prime and is a DBE/MBE firm. A proposer would be awarded 2 ½ points if the company is not a DBE/MBE firm but plans to sub 50% of the work to a company who is a DBE/MBE firm or vice versa.

Proposers shall submit DBE documentation issued by the Louisiana Unified Certification Program or a notarized affidavit certifying the company is at least 51% owned by an individual(s) who is Black, Hispanic, Asian Pacific, Native American or Subcontinent Asian. Proposers shall submit Veteran documentation issued by Louisiana's Hudson Initiative, Louisiana's Veteran Initiative or a notarized affidavit certifying the company is at least 51% owned by an individual who is a qualifying veteran. At least one of these documents must be provided in order for the proposer to be considered for DBE/MBE/Veteran participation.

## **PART IV – PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

**A. Laws to be Observed:** The consultant shall keep informed of all Federal, State and local laws, ordinances, regulations, and all orders and decrees of bodies of tribunals having any jurisdiction or authority, which affect those employed on the work or which affect the performance of the work. He shall at all times comply with such laws, bylaws, ordinances, codes, regulations, orders, and decrees and shall indemnify the City-Parish and its representatives against any claim or liability arising from violation of any such law, bylaw, ordinance, code, regulation, order, or decree, whether by himself or his employees. It is specifically agreed between the parties executing this Contract that no provision of any part of this Contract is intended to create for the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations, and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by the law. Any litigation arising under or related to the Contract or the bidding or award thereof shall be instituted in the 19th Judicial District Court in and for the Parish of East Baton Rouge, State of Louisiana.

**B. Public Safety and Convenience:** The safety of the public and the convenience of traffic shall be regarded as of prime importance. Unless otherwise provided herein, all portions of the highway shall be kept open to traffic. The consultant shall confine all operations to daylight hours, with no work performed on Sundays or State observed holidays, unless otherwise authorized by the Department representative. Equipment and/or vehicles shall not be left such that they cause obstructions to driveways or roadways. Disabled or broken equipment shall be moved to a location where it will not cause a hazard for traffic. In no case shall disabled or broken equipment be left unattended.

**C. Protection of Property:** The consultant shall take all necessary precautions to protect all property from being damaged by any process of the maintenance operation. In the event of any damage resulting from any act or omission on the part of or on behalf of the consultant, the consultant shall immediately notify the Department as to the extent and location of said damage.

All expenses incurred by the Department for repair work, whether by its own forces or by a third party, shall be deducted from a payment/estimate due the consultant or the consultant shall be charged and invoiced for any such amounts with payment due upon receipt, all at the discretion of the Department. The consultant and its surety shall be solitarily liable to the Department for all such Department expense, whether or not such expense is in excess of any amount due the consultant under the contract.

**D. Right to Audit:** The City-Parish shall have the right to audit the books and records of the consultant during the hours of the normal workday. Consultant shall maintain his financial records for this work for three years after completion of this contract.

**E. Personal Liability of Public Officials:** In carrying out the provisions of the Contract, or in exercising any power or authority granted thereunder, there shall be no liability upon the City Parish, or their authorized representatives, either personally or otherwise, as they are agents and representatives of the City-Parish.

**F. Contract Dollar Amount:** Expenditures for work which consultant claims extends beyond the terms of the Contract shall not be reimbursed without prior execution of a Supplemental Agreement whereby all parties involved agree to the additional work and its costs.

#### **4.2 Performance Measurement/Evaluation**

A. **Authority of Department Representative:** The work will be observed, inspected by the Department representative, and performed to his satisfaction in accordance with the Scope of Work. The Department representative will decide all questions which may arise as to the quality or acceptability of the work performed, the manner of performance, rate of progress, interpretation of the Scope of Work, and the acceptable fulfillment of the Contract on the part of the consultant.

His decisions will be final, and he will have executive authority to enforce and make effective his decisions and orders that the consultant fails to carry out promptly.

B. **Subletting or Assigning of Contract:** The consultant shall not be permitted to sub-contract, sublet, assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or his rights, title, or interest therein, without the prior written approval of the Department representative. No subcontract will, in any case, relieve the consultant of his responsibility under the Contract and bond. The consultant shall perform with his own organization and with the assistance of workmen under his immediate supervision, work of value not less than fifty percent (50%) of the value of all work embraced in the Contract. Written consent to sublet, assign, or otherwise dispose of any portion of the Contract shall not be construed to relieve the consultant of any responsibility for the fulfillment of the Contract.

C. **Workmen and Equipment:** Any person employed by the consultant or a subcontractor who, in the opinion of the Department representative, does not perform required work in a proper and skillful manner, or who is disrespectful, intemperate, disorderly, or otherwise objectionable, shall be removed from performing work outlined in this scope of work at the written request of the Department representative.

D. **Temporary Suspension of Work:** The Department representative shall have authority to suspend the work, wholly or in part, for such period as he may consider necessary. Notice of such suspension with the reason therefore shall be given the consultant in writing. The consultant shall not suspend work without written authority of the Department representative.

E. **Failure to Perform or Complete on Time:** Should the consultant fail to mobilize within the timeframes specified or fails to complete the work authorized in an acceptable manner and within the time limits specified, the Owner reserves the right to complete the work through other means upon 24-hour notification. Failure of consultant to mobilize on time or failure to complete the work in an acceptable manner and on time for more than three (3) occasions over an annual contract period, shall result in the consultant being placed in default and cancellation of the Contract.

## **Part V – FEDERAL CLAUSES**

**The following clauses are mandatory if Federal Funds are utilized.**

***5.1 CIVIL RIGHTS***

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race, religion, sex, handicap or national origin. Furthermore, both parties shall take Affirmative Action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take Affirmative Action as provided in the Vietnam Era Veteran's Readjustment Act of 1974. Both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin or handicap.

***5.2 ANTI-KICKBACK CLAUSE***

The Consultant hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Consultant or sub grantee 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.

***5.3 CLEAN AIR ACT***

The Consultant hereby 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 non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

***5.4 ENERGY POLICY AND CONSERVATION ACT***

The Consultant hereby 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).

***5.5 CLEAN WATER ACT***

The Consultant hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

***5.6 ANTI-LOBBYING AND DEBARMENT ACT***

The Consultant will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.



**ATTACHMENT A  
PROPOSAL FORM  
CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE**

Sealed proposals will be received until 2:00 PM, Local Time April 8, 2020 by the Purchasing Division, 222 Saint Louis Street, City Hall, Room 826, Baton Rouge, LA 70802.

PROPOSAL OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_

The Purchasing Director  
City of Baton Rouge  
Parish of East Baton Rouge  
Baton Rouge, Louisiana

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance and labor to perform all services required for the following project:

***Disaster Management and Monitoring Services***

as set forth in the following Contract Documents:

1. Notice to Proposers
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Attachments and Appendix.)
3. Proposal Forms with Attachments
4. Agreement
5. The following enumerated addenda: \_\_\_\_\_ receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments.

The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the City-Parish all insurance certificates and performance bond (if applicable) required for the project within fifteen (15) calendar days after receiving notice of award from the City-Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about \_\_\_\_\_ and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the City-Parish's Representative is necessary for the prosecution of the work within the times specified in the Agreement, it being understood that time is of the essence.

Accompanying this proposal is a certified check, cashiers check or a proposal bond representing \$\_\_\_\_\_ payable to the City of Baton Rouge. If this proposal shall be accepted and the undersigned shall fail to execute the Agreement and furnish performance surety bond (if applicable), then the proposal security will be forfeited.

The price for performance of all services in accordance with the Contract Documents is based on the unit (or other costs) proposed and accepted after contract negotiations.

**NOTE: This financial proposal shall include any and all costs the Consultant wishes to have considered in the contractual arrangement with the City-Parish. If quoted as a lump sum, individual rates and itemized costs included in lump sum are to be included with proposal submittal.**

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

---

( SIGNATURE)

---

(Typed Name and Title)

**THE ATTACHED BIDDER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER BIDDER IS AN INDIVIDUAL, PARTNERSHIP, ETC.**

**AFFIDAVIT**

**STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE**

**BEFORE ME**, the undersigned authority, personally came and appeared

\_\_\_\_\_

who, being duly sworn did depose and say:

That he is a duly authorized representative of \_\_\_\_\_  
receiving value for services rendered in connection with:

***Disaster Management and Monitoring Services***

a public project of the City of Baton Rouge, Parish of East Baton Rouge, Louisiana: that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

\_\_\_\_\_  
Affiant's Signature

**SWORN TO AND SUBSCRIBED** before me, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
Baton Rouge, Louisiana.

\_\_\_\_\_  
**NOTARY PUBLIC**

**ATTACHMENT B  
PRICING SCHEDULE**

<b>Disaster Management and Monitoring Services</b>				
<b>Description</b>	<b>Estimated Event Usage</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Extension</b>
Project Manager	120	Hourly		
Operations Manager	4,000	Hourly		
Program Manager	120	Hourly		
PW Specialist	120	Hourly		
Scheduler/Expeditor	120	Hourly		
GIS Analyst	500	Hourly		
Field Supervisor	240	Hourly		
Debris Site/Tower Monitor	5,000	Hourly		
Environmental Specialist	120	Hourly		
Project Inspector (Citizen Drop-Off Monitor)	500	Hourly		
Field Coordinator	10,000	Hourly		
Load Ticket Data Entry Clerk (QA/QC)	240	Hourly		
Billing/Invoice Analyst	700	Hourly		
Project Coordinator	240	Hourly		
Other required positions (to be defined by proposer, if applicable)				
<b>Total</b>				



**BIDDER'S ORGANIZATION**

BIDDER IS:

AN INDIVIDUAL

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

A PARTNERSHIP

Firm Name: \_\_\_\_\_

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

Name of person authorized to sign: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

A LIMITED LIABILITY COMPANY

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

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

Name of person authorized to sign: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

A CORPORATION

**IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.**

Corporation Name: \_\_\_\_\_

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

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email: \_\_\_\_\_

**IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID MUST COMPLETE THIS FORM.**

**CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_  
a corporation organized under the laws of the State of \_\_\_\_\_  
and domiciled in \_\_\_\_\_ was held this \_\_\_\_\_ day \_\_\_\_\_, 2020  
and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by  
said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_  
is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of  
Baton Rouge, and Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect,  
unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the  
Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly  
certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_,  
a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_;  
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said  
corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_ 2020, as said resolution appears of  
record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
**SECRETARY**

**PROPOSAL BOND** *(may or may not be required for all proposals)*

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, \_\_\_\_\_, \_\_\_\_\_, as Principal (Proposer), and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Baton Rouge and Parish of East Baton Rouge, in the penal sum of (5% of Proposal Value) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_ day of \_\_\_\_\_, 2020. The condition of the above obligation is such that whereas the Principal has submitted to the City-Parish a certain Proposal, attached hereto and hereby made a part hereof to enter into an Agreement in writing, for (insert RFP name here)

**NOW THEREFORE,**

- (a) If said Proposal shall be rejected, or in the alternative,
- (b) If said Proposal shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish bonds for his faithful performance of said Contract and for furnishing materials in connection therewith and shall in all other respects perfect the Agreement created by the acceptance of said Proposal, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City-Parish may accept such Proposal; and said Surety does hereby waive notice of any extension.

**IN WITNESS WHEREOF**, the Principal and the Surety have hereunto set their hands and seals, the day and year first set forth above.

**PRINCIPAL (PROPOSER)**

**SURETY**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Address)

(Address)

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Typed Name and Title)

**Attachment C**  
**Sample Contract for Disaster Management and Monitoring Services**

Account No. \_\_\_\_\_

Contract No. \_\_\_\_\_

**CONTRACT FOR PROFESSIONAL SERVICES**

This Contract, made and entered into at Baton Rouge, Louisiana, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **City of Baton Rouge and Parish of East Baton Rouge**, herein referred to as Parish and **Proposer**, herein referred to as Consultant.

Consultant shall provide **Disaster Management and Monitoring Services** as described herein as authorized by Resolution No. ##### adopted by the Metropolitan Council of the City of Baton Rouge and Parish of East Baton Rouge on Date, 2020.

Consultant agrees to proceed, upon written notice of the Environmental Services Director, with all services necessary for the performance, in proper sequence and in the time specified, of the items of work for the Project as hereinafter set forth. Services by Consultant will be subject to review and administration by the General Administration Division, Department of Environmental Services, unless designated otherwise by the Environmental Services Director. All the services required hereunder will be performed by Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under Louisiana State and local law to perform such services.

**SCOPE OF SERVICES:** The services to be rendered by Consultant for this contract shall consist of those described in the proposal in Attachment A.

The Parish may from time to time request changes in the scope of the services of Consultant to be performed hereunder. Such changes including any increase or decrease in the amount of the Consultant's compensation which are mutually agreed upon by the Parish and Consultant shall be incorporated in written amendments to this Contract.

**GENERAL REQUIREMENTS:** With the exception of the data specifically listed to be furnished by the Parish, Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to manage, monitor and assist in the reimbursement process for disaster debris. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by Consultant at meetings and public hearings, are to be furnished at the expense of Consultant.

**SERVICES TO BE PERFORMED BY PARISH:** The Parish will furnish, upon request in writing of Consultant, without charge, the services and data applicable to the Parish and to the Project.

**COMPENSATION AND PAYMENT:** The Parish shall pay and Consultant agrees to accept the following as full compensation for the **Disaster Management and Monitoring Services** to be performed under this contract as follows:

Prior to each NTP a task order will be issued for a not to exceed amount based on estimated quantities.

Monthly invoices for services completed to date may be submitted by Consultant, and subject to the approval of the Environmental Services Director, will be paid within 30 days after approval. Under no circumstances will Associated Project Costs be allowed. Under no circumstances will any mark-up be allowed on any subcontractor's, vendor's costs or any other direct costs, other than what has been negotiated and agreed to as represented in the attached Exhibit and Costs Schedules.

**CONTRACT TIME:** The services to be performed under this contract shall be commenced promptly by Consultant upon receipt of specific notice from the Environmental Services Director or his authorized representative to proceed with the respective task order, and shall continue until disaster debris collection is complete.

**OWNERSHIP OF DOCUMENTS:** All data collected by Consultant and all documents, notes, drawings, tracings, GIS files, and other files and data collected or prepared in connection with the services, except Consultant's personal and administrative files, shall become the property of Parish and Parish shall not be restricted in any way whatsoever in its use of such material. The Parish assumes full responsibility for the use of this material on any project.

No public new releases, technical papers or presentations concerning this project may be made without prior written approval of the Parish, except that the Consultant may make reference to this project when presenting its experiences and qualifications to other parties.

**DELAYS AND EXTENSIONS:** Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

**TERMINATION OR SUSPENSION:** This contract may be terminated by mutual agreement and consent of the parties hereto or by either party upon failure of the other party to fulfill its obligations as set forth in this contract, proper allowance being made for circumstances beyond the control of either party.

If terminated, Consultant shall deliver to the Department of Environmental Services all drawings and records of the work compiled to the date of termination and the Parish shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

Should the Parish find it necessary to suspend or terminate any portion of the work for lack of funding or other circumstances beyond its control, this may be done by ten (10) days notice given by the Parish in writing to that effect. If suspended, the work may be reinstated and resumed in full force and effect upon receipt from the Parish of thirty (30) days notice in writing to that effect.

This agreement shall ipso-facto terminate three years after the date of any suspension of the work as provided above if the work has not been reinstated and resumed by notice from the Parish during the three year period, and neither party shall have any further obligation to the other party.

**DISPUTES:** Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Environmental Services Director or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive as to the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

**INDEPENDENT CONTRACTOR OBLIGATION:** Consultant shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Consultant shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional consultant's under similar circumstances at the time the services are performed, with the Parish interested only in the results of the work.

**COMPLIANCE WITH APPLICABLE LAWS:** Consultant shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Consultant shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

**ENVIRONMENTAL REQUIREMENTS:** Consultant agrees and Consultant shall obtain Consultant's Subcontractor agreement that the work and duties required to be performed in accord with the Contract shall meet and comply with all environmental requirements to include the laws and regulations of the United States and the State of Louisiana.

**INDEMNITY:** Consultant agrees that it shall indemnify and hold the Parish free and harmless from any and all claims of whatsoever kind or nature, including but not limited to, damages to persons or property and any and all costs and expense relating to the defense of any such claims, including reasonable attorney's fees incident thereto, that may arise out of, or by reason of, the performance of professional services under this contract by Consultant to the extent due to any negligent act, error or omission of Consultant, Consultant's employees or subcontractors.

**CONSULTANT'S AND SUBCONTRACTOR'S INSURANCE:** Consultant and any subcontractors shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Consultant shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI, according to Best's Key Rating Guide. Consultant is responsible for assuring that its subcontractor meet these insurance requirements.

- A. Commercial General Liability on an occurrence basis as follows:
- |                            |             |
|----------------------------|-------------|
| General Aggregate          | \$2,000,000 |
| Products-Comp/Op Agg       | \$2,000,000 |
| Personal & Adv Injury      | \$1,000,000 |
| Each Occurrence            | \$1,000,000 |
| Fire Damage (any one fire) | \$50,000    |
| Medical Exp                | \$5,000     |
- B. Business Auto Policy  
Any Auto; or Owned, Non-Owned & Hired: Combined Single Limit \$1,000,000
- C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.
- D. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.
- E. Waiver of subrogation in favor of the City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.
- F. Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Consultant.
- G. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.
- H. The Certificate Holder should be shown as:  
City of Baton Rouge and Parish of East Baton Rouge,  
Attn: Purchasing Division  
Post Office 1471  
Baton Rouge, Louisiana 70821

**COMPLIANCE WITH LAWS:** The Consultant shall comply with the following provisions required by the Federal Emergency Management Agency (FEMA).

**FEMA Requirements:**

**1. Provision for Termination of Cause and Convenience**

"Termination for convenience" is the exercise of a subgrantee's right to completely or partially terminate the Consultant's performance of work under a contract when it is in the subgrantee's interest. On the other hand, "termination for cause" (or "default") is the exercise of a party's right to completely or partially terminate a contract because of the other party's actual or anticipated failure to perform its contractual obligations.

**2. Equal Opportunity**

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

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Consultant will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (1) through (G) in every subcontract or purchase order unless exempted by

rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States."

### **3. Anti-Kickback Act**

- A. Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and subcontractor as provided in 29 C.F.R. § 5.12.

### **4. Anti-Kickback Act**

Davis-Bacon Act wage rates are not required for this project.

### **5. Contract Work Hours and Safety Standards Act**

Compliance with the Contract Work Hours and Safety Standards Act

- A. Overtime requirements. No Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. Withholding for unpaid wages and liquidated damages. The (FEMA or the City) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime Consultant, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to



satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- D. Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

## **6. Federal Emergency Management Agency (FEMA) Reporting Requirements and Regulations**

- A. General. The City-Parish is using Public Assistance grant funding awarded by FEMA to the City-Parish to pay, in whole or in part, for the costs incurred under this contract. As a condition of Public Assistance funding under (major disaster or emergency) declaration FEMA-DR-LA-4277, FEMA requires the City-Parish to provide various financial and performance reporting.

1. It is important that the Consultant is aware of these reporting requirements, as the City-Parish may require the Consultant to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the City-Parish which, in turn, will enable the City-Parish to satisfy reporting requirements to FEMA.
2. Failure of the City-Parish to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of federal financial assistance awarded to fund this contract.

- B. Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:

1. 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)
2. 44 C.F.R. § 13.41 (Financial Reporting)
3. 44 C.F.R. § 13.50(b) (Reports)
4. 44 C.F.R. § 206.204(f) (Progress Reports)
5. FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program Management and Grant Closeout Standard Operating Procedure (Dec. 2013)
6. FEMA-State (or Tribal) Agreement

- C. Financial Reporting. The City-Parish is required to submit to the following financial reports to FEMA:

1. Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-DR-LA-4277.
2. Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
3. Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.

D. Performance Reporting. The City-Parish is required to submit to the following financial reports to FEMA:

1. Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-DR-LA-4277.
2. Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
3. Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

**7. Patent Rights and Copyrights and Rights in Data**

Not applicable

**8. Access to Records**

Access to Records. The following access to records requirements apply to this contract:

- A. The Consultant agrees to provide the City-Parish, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives to have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**9. Retention of Records**

"Retention of Records. The Consultant agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until the City-Parish, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims."

**10. Compliance with Clean Air and Clean Water Act**

**Clean Air Act**

- A. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
- B. The Consultant agrees to report each violation to the City-Parish and understands and agrees that the City-Parish will, in turn, report each violation as required to assure notification to the City-Parish, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Consultant agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

## **Federal Water Pollution Control Act**

- A. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The Consultant agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the City-Parish, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office
- C. The Consultant agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

### **11. Energy Efficiency**

Energy Conservation. The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act."

**PERSONAL INTEREST:** Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. Consultant further covenants that in the performance of his contract no person having any such interest shall be employed.

**AFFIDAVIT AND CORPORATE RESOLUTION:** Consultant shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Consultant is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

**RIGHT TO AUDIT:** Consultant shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Consultant relating to his performance under this contract.

**ASSIGNMENT:** Consultant shall not sub-contract any of the services covered by this contract nor assign any interest in the contract or transfer any interest in same (whether by assignment or novation) without the prior written approval of the Parish.

**IN WITNESS WHEREOF**, the Parish and Consultant have executed this contract effective as of the date first written above.

**WITNESSES**

*City of Baton Rouge and Parish of East Baton Rouge*  
Parish

\_\_\_\_\_ By \_\_\_\_\_  
Sharon Weston Broome  
Mayor-President

**Proposer**  
Consultant

\_\_\_\_\_ By \_\_\_\_\_  
Name  
Title

Approved:

\_\_\_\_\_  
Richard Speer, PE  
Environmental Services Director

Approved:

\_\_\_\_\_  
Kelvin J. Hill, Assistant CAO  
Office of the Mayor-President

Approved as to form:

\_\_\_\_\_  
Office of the Parish Attorney