

CITY OF NEW ORLEANS



REQUEST FOR PROPOSALS

FOR

**Disaster Emergency Debris Monitoring and
Management Services**

RFP NO. 4367

RELEASE DATE: April 21, 2025

SUBMISSION DEADLINE: May 20, 2025

KEY REMINDERS TO PROSPECTIVE RESPONDENTS

- 1. READ THE SOLICITATION IN ITS ENTIRETY.**
- 2. CONTACT THE DESIGNATED PURCHASING OFFICIAL ONLY.**
- 3. CHECK THE SUPPLIER PORTAL PERIODICALLY.**
- 4. TAKE ADVANTAGE OF THE QUESTION AND ANSWER PERIOD.**
- 5. PROVIDE COMPLETE ANSWERS AND DESCRIPTIONS.**
- 6. REVIEW THE RFP AND YOUR RESPONSE BEFORE SUBMITTING.**
- 7. SUBMIT YOUR PROPOSAL ON TIME.**

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SECTION 1 – DEFINITIONS

“*BRASS*” means Budget, Requisition, and Accounting Services System.

“*City*” means the City of New Orleans.

“*Close Event*” means the date and time at which BRASS prohibits Respondents from submitting a response to the solicitation.

“*DBE*” means Disadvantage Business Enterprise.

“*Event*” means the solicitation (RFQ, RFP, ITB, ITQ) that the Bureau of Purchasing created to release it on the Supplier Portal of BRASS.

“*OSD*” means the City’s Office of Supplier Diversity.

“*Open Event*” means the date and time at which the Event is released to the public in the Supplier Portal of BRASS.

“*Purchasing Conference Room*” means the room adjacent to the Bureau of Purchasing located on the 4th floor of City Hall at 1300 Perdido Street, New Orleans, Louisiana 70112.

“*Respondent*”, “*Respondents*” or “*a respondent*” means a person or entity who responds to the RFP.

“*RFP*” means the present request for proposals.

“*SBE*” means Small Business Enterprise as defined by the U.S. Small Business Administration.

“*SLDBE*” means State and Local Disadvantage Business Enterprise.

SECTION 2 – OVERVIEW

2.1 Introduction

The Department of Sanitation provides solid waste services to the residents of New Orleans through the collection, disposal, and recycling of discarded material in a manner that is safe, efficient, environmentally sound, and cost effective.

It is also responsible for the remediation of litter and illegal dumping and ensuring compliance of local, state, and federal regulations for solid waste collection and disposal for the City of New Orleans.

Following a disaster event, the Department of Sanitation directs and manages debris removal operations.

2.2 Background

In preparation of the 2025 hurricane season and other emergencies, the City intends to hire a firm for the services described in this RFP as part of the City’s disaster preparedness and recovery plan to protect and preserve life and property, and to provide after-disaster assistance.

2.3 Purpose

The City of New Orleans is seeking a qualified firm to manage and support the oversight of debris removal. The firm shall be capable of supervising, monitoring, and documenting, in accordance with FEMA guidelines, the collection, temporary staging and final disposal of debris. Other services that may be required will include grant management, data management, contract

management, cost/billing management, operations management, quality control management, logistics coordination, damage assessment training, administrative support, and the ability to communicate with local, state or federal agencies to maximize any funding or reimbursement services.

2.4 Statement of Needs

You must refer to Attachment A.

2.5 Performance Evaluation

The City will memorialize performance evaluation criteria in the executed contract.

SECTION 3 – DBE

3.1 In General

The requirements of the City's DBE Program apply to the RFP.

See section of the RFP on Attachments for more information and the applicable form(s).

3.2 DBE Goal

A DBE contract goal of 35 percent has been established for this RFP.

3.3 DBE Interest

The Bureau of Purchasing and OSD seek to offer the opportunity to DBE and SLDBE, SBEs, and other certified minority, women, disabled veteran owned businesses to submit their interest in participating to the RFP as a prospective subcontractor to a respondent or to jointly propose as a prospective partner with a respondent, or both.

DBE and other certified diversity entities must complete a questionnaire to express their interest. Follow the below link to submit your interest:

- <https://forms.office.com/Pages/ResponsePage.aspx?id=hfTLCLccAkqalQ3ZtFuf90s12RkxNB5KnaGW8hYN33NUQlo4WkhHWE5YQ1ICQjZHUUZBOEhMMzg1UC4u>

If a pre-submittal conference is scheduled, OSD will present the results of the questionnaire for the RFP during the conference.

IMPORTANT: Submit your interest on or before the deadline identified under Section 4.1. Otherwise, OSD will not be able to present it during the pre-submittal conference.

The Bureau of Purchasing will post said results via an addendum to the RFP following the said conference or, in the absence of a conference, several days after the deadline identified under Section 4.1.

3.4 DBE Opportunities

The City expects Respondents to ensure that every effort is made to meet DBE utilization goals.

OSD offers the opportunity to Respondents to submit subcontracting opportunities on its DBE Opportunities Page. Said page can be found at:

- <https://www.nola.gov/economic-development/supplier-diversity/opportunities/>

3.5 Point of Contact

You shall direct questions related to DBE compliance prior to the Submission Deadline to:

- By email: Supplierdiversity@nola.gov
- In writing or in-person: Office of Supplier Diversity
1340 Poydras Street, Suite 1800,
New Orleans, LA 70112

SECTION 4 – ANTICIPATED TIMETABLE

4.1 Dates

Release/Open Event (Cone of Silence Begins)	<i>April 21, 2025</i>
Deadline for DBE Interest	<i>April 28, 2025</i>
Pre-Submittal Conference	<i>May 1, 2025, at 11:00 a.m. CST</i>
Deadline for Submitting Questions	<i>May 7, 2025, at 11:00 a.m. CST</i>
Submission Deadline/Close Event	<i>May 20, 2025, at 4:00 p.m. CST</i>
Evaluation by Selection Committee	<i>On or about May 26, 2025</i>
Notification	<i>Within 1 to 2 business days from the date of the evaluation</i>

4.2 Meetings

The pre-submittal conference meeting and the selection committee meeting are public meetings. The Bureau of Purchasing encourages Respondents to attend said meetings. The pre-submittal conference will be held via teleconference call. The Designated Purchasing Official will post the dial in information via the Event in BRASS under “Meetings.”

4.3 City Calendar

The Bureau of Purchasing posts the dates and times of the public meetings connected to the RFP on the calendar of the City.

The Bureau of Purchasing encourages Respondents to subscribe to the calendar.

The City calendar can be found at:

- [Calendar - City of New Orleans \(nola.gov\)](https://www.nola.gov/calendar) .

4.4 Selection Committee Meeting

The Bureau of Purchasing makes every effort to maintain the above date of the selection committee meeting.

However, from time to time, the Bureau of Purchasing may need to reschedule the said meeting for reasons which include, but not limited to, request(s) from committee member(s) to have additional time for review, an unexpected calendar conflict of one or more committee member, an unforeseen emergency, etc.

4.5 Questions

You must submit substantive questions to the Designated Purchasing Official via the “Q & A Forum” in the Event no later than the deadline set forth in Section 4.1.

The Bureau of Purchasing does not guarantee that your question(s) submitted via email to the Designated Purchasing Official will be answered.

The Designated Purchasing Official will issue a response to questions by written addendum to the RFP.

Your question(s) submitted after the deadline may not be reviewed for inclusion in an addendum to the RFP.

The Designated Purchasing Official will not respond to substantive questions submitted verbally either by telephone or in person or both outside of the scheduled meetings.

4.6 Cone of Silence

From the release of the RFP until the award, there is a prohibition on communication by respondents (or anyone on their behalf) with the City’s staff, the mayor and staff, council members and staff, members of the selection committee members and elected officials.

The Bureau of Purchasing calls this prohibition the “Cone of Silence.”

This does not apply to oral communications at pre-submittal conferences, oral presentations before selection committees, contract negotiations, or communications in writing at any time with any city employee or elected official regarding matters not concerning this RFP.

In those instances, in which a Prospective Respondent is also an incumbent contractor, the City’s staff and the incumbent contractor may contact each other with respect to the existing contract only.

Under no circumstances may the City’s staff and the incumbent contractor and/or its representative(s) discuss the RFP.

BREAKING THE CONE OF SILENCE, IF PROVEN, MAY RESULT IN A DISQUALIFICATION OF YOUR RESPONSE.

SECTION 5 – RESPONSIVENESS AND SELECTION COMMITTEE

5.1 Responsiveness

Following the submission deadline, the Designated Purchasing Official will:

- Opens the timely submitted proposals, and then
- Reviews and determines if the respondent completed and submitted the required forms.

You are invited to read Section 8.7 for failure to comply with the deadline or the required documents.

If there are responsive respondents, the Designated Purchasing Official will provide a copy of the proposals to the selection committee.

5.2 Selection Committee – Composition

The Chief Procurement Officer must establish selection committees with relevant subject-matter expertise in reviewing and evaluating responses to the RFP.

As per the applicable executive order, the selection committee will consist of the following individuals:

- The Chief Administrative Officer, or designee,
- The Chief Financial Officer, or designee,
- The manager of the User Entity requesting the service, or designee,
- The employee who will manage and monitor the contract, and
- A professional from within local government who possesses expertise in the relevant field.

5.3 Selection Committee – Grading

The members on the selection committee shall either complete the numerical grading or use the wholly qualitative evaluation criteria.

5.4 Selection Committee – Non-Voting Member

The Selection Committee, through a majority vote, may add one non-voting member to the committee who has expertise in the relevant field.

SECTION 6 – EVALUATION

6.1 In General

The selection committee will evaluate responses based on the technical criteria established under this section.

You may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of your response, as judged by the selection committee in accordance with the technical criteria.

During the review of any submission at any time (including in the event of a shortlist), the selection committee may:

- Conduct reference checks relevant to the solicitation to verify all information, and rely on or consider any relevant information from such cited references or from any other sources in the evaluation of the submissions,
- Seek clarification of a submission or additional information from any or all respondents and consider same in the evaluation of submissions,
- Waive any requests or requirements if such waiver is in the best interest of the City, and
- Request interviews/presentations with any, some or all respondents to clarify any questions or considerations based on the information included in submission.

6.2 Technical Criteria for the RFP

The Selection Committee will use the following criteria to evaluate the proposals submitted by Respondents:

1. Qualification of the Consultant/Firm **0 - 20 Points**

- Degree of experience in all areas of emergency response, management, and recovery
- Experience with FEMA reimbursement programs and funding issues

- Proof of satisfactory or better performance on contracts of similar scope and size: references and letters of reference must verify successful completion of similar projects
- In-house client training capabilities: provide certification of emergency management training
- Experience in emergency debris management plan preparation

2. Qualifications of Staff: 0 - 20 Points

- Assurance of dedicated project team
- Experience of key team members in area identified under experience of Prospective Consultant; identify senior and project management
- Education and experience of Prospective Consultant personnel; provide brief resumes

3. Technical Qualification and Capabilities: 0 - 20 Points

- Experience of Prospective Consultant in previous similar projects
- Technical approach of the Prospective Consultant to mobilize and perform the many aspects of the work
- Experience of Prospective Consultant in relation to electronic tracking, recording, and data processing
- Ability to respond in a timely manner with the necessary resources
- Experience of Prospective Consultant in using technology to document debris volumes, equipment, staffing, resources in order to provide real time reporting and mapping of progress, costs, and resources utilized

4. Financial Stability 0 - 5 Points

- Ability of a Prospective Consultant to proceed regardless of funding flows during large disasters
 - Previous financial handling of multiple contracts in multiple disasters
 - Invoicing process
 - History of satisfactory payment procedures of subcontractors

5. DBE 0 – 15 Points

You will see below a table with additional information on this criterion.

POINTS	DESCRIPTION	POINT AWARD	AWARDING GUIDELINES
3pts may be awarded	DBE Goal: Proposal complies with contract DBE participation goal or will conduct good faith efforts to do so.	3pts	<ul style="list-style-type: none"> • Meets or exceeds the stated contract DBE goal or demonstrates why and how the respondent can only achieve a lower DBE goal
		2pts	<ul style="list-style-type: none"> • States they will meet a lower contract goal

		1pts 0pts	<p>without demonstrating why or how.</p> <ul style="list-style-type: none"> • No commitment - 0%, but demonstrates why & how DBE participation is not achievable. • No commitment -0% without explanation.
6pts may be awarded	Quality of Proposal: Proposal submitted a quality DBE Participation Plan that includes innovative strategies and approaches to achieve and maintain compliance over the contract term and that builds capacity in the DBE community.	+2pts +1pts +2pts +1pts	<ul style="list-style-type: none"> • Prime has identified scopes of work to be performed by DBE firm(s) to be used that represent a Commercially Useful Function. • Prime has clearly identified DBE firm(s) and their scopes of work. • The DBE has contributed directly to the Proposal (Resumes, Experience Portfolio, etc.). • Prime has identified ways to support the DBE (e.g.: Mentor-protégé relationship, bonding, early payments, etc.).
6pts is default award; points may be deducted	Past Performance Issues: Includes firm's past performance on meeting DBE goals, technical assistance and supportive services designed to increase participation and build capacity in the DBE community.	Up to 6 points may be deducted.	<p>Points shall be deducted for the following reasons:</p> <ul style="list-style-type: none"> • Prime has a history of not meeting their committed DBE goal. • Prime has history of switching DBEs or reduces work committed to DBEs.

			<ul style="list-style-type: none"> • Prime is inconsistent with reporting requirements of the DBE policy. • Prime does not cooperate with OSD on-site monitoring. • Prime has history of not paying their DBE subs in a timely manner. • Prime has a history of insufficient GFEs.
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6.3 Price Proposal

The selection committee will then evaluate and rank responsive proposals on price.

You may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its price proposal, as judged by the selection committee in accordance with:

Pricing Proposal

0 - 20 Points

- Reasonableness of costs.
- Cost competitiveness relative to other proposals.
- Number and nature of the exceptions submitted by the respondent.

SECTION 7 – NOTIFICATION AND CONTRACT

7.1 Notification

Once the selection committee recommends a proposal, the Bureau of Purchasing notifies the selected firm by an intent to award letter. The unsuccessful firm(s) will be notified as well.

The Designated Purchasing Official will also award the Event in BRASS which only represents an administrative function.

The intent to award letter will contain the name and contact information of the representative of the department responsible for administering the future contract.

IMPORTANT: The intent to award letter is not a contract award notification. The contract award is subject to the successful satisfaction by the selected respondent of all additional requirements in the solicitation.

7.2 Composite Scoring Sheet

In addition to the notification, the Designated Purchasing Official will post an electronic copy of the sheet on the website of the Bureau of Purchasing under “RFP/RFQ Composite Scoring Sheets.”

The Bureau of Purchasing keeps a sheet available for public view for 30 days from the date of the selection committee meeting.

You can find the composite scoring sheets on the following webpage:

- <https://nola.gov/view-rfp-rfq-composite-scoring-sheets/>

After 30 days, any interested party must submit a request for public records to the City's Attorney Office to obtain a copy of the tabulation.

You can submit your request at <https://www.nola.gov/city-attorney/public-records-requests/>.

7.3 Negotiation and Execution of Contract

After the issuance of the intent to award letter, the City may negotiate the final contract with the selected respondent.

Irrespective of the occurrence of contractual negotiations or not, the selected respondent must provide the representative of the department responsible for administering the future contract with required documentation (examples: tax clearance form, proof of signing authority, proof of good standing with the State of Louisiana, etc.).

The City Attorney's Office is responsible for presenting the successful respondent with a proposed written contract to execute.

Once executed by the City, the department responsible for the administration of the contract can authorize the beginning of the services.

The City will publish a copy of the fully executed contract on the City's Supplier Portal.

7.4 Contract Administration

The executed contract with the selected firm identifies the department responsible for administering it.

Said department will be notably responsible for monitoring the performance of the contractor.

7.5 Contract Amendment and/or Time Extension

7.5.1 DBE Compliance

Prior to amending and/or extending the contract for time with the contracted firm, said firm must be compliant with its committed DBE plan.

Failure to comply can constitute cause for termination of the contract.

7.5.2 Performance Evaluation

Prior to amending and/or extending the contract for time with the contracted firm, said firm must perform in accordance with the scope of work set forth in the contract.

Failure to comply can constitute cause for termination of the contract.

SECTION 8 – SUBMISSION

8.1 In General

You may respond to this RFP:

- By responding to the Event in BRASS (preferred method).

- Or by submitting a physical copy to the Bureau of Purchasing in person or by courier.

8.1.1 Submission In Person or by Courier

If you choose to submit a physical copy of your response, your envelope must:

- a. Be addressed to the Designated Purchasing Official (see Section 8.2 for the contact information)
- b. Be marked with “[name of respondent] – RFP [number of present RFP]”
- c. Contain:
 - i. One printed signed hardcopy of the technical proposal in a separate sealed envelope marked “[name of respondent] – RFP [number of present RFP] – Technical Proposal”, and
 - ii. One printed signed hardcopy of the price proposal in a separate sealed envelope marked “[name of respondent] – RFP [number of present RFP] – Price Proposal”

8.1.2 Submission In BRASS

This is the preferred method to submit your response.

If you choose to submit your proposal in response to the Event via BRASS, you must submit in PDF format the following 2 separate documents:

- Technical Proposal
 - Entitle the PDF as follows: “[name of respondent] - RFP [number of present RFP] – Technical Proposal”, and
- Price Proposal
 - Entitle the PDF as follows: “[name respondent] – RFP [insert number of present RFP] – Price Proposal”.

See Section 8.3 for their respective contents.

NOTE: If you encounter a problem submitting your response by in person, by courier or in the BRASS system, you must notify the Designated Purchasing Official immediately and coordinate with said official for an alternative method of submission (by email).

You must obtain written approval from the said official prior to submitting your response via an alternative method.

The City will not accept qualifications submitted by fax.

8.2 Designated Purchasing Official

You must direct response, correspondence, and other communications regarding the RFP to the following Designated Purchasing Official:

- Title (Mr., Mrs., Ms.), First and Last Name: Stephanie Warren
- Email address: sawarren@nola.gov
- Office Telephone Number: (504) 658-1550
- For in-person or mailing: Attn: Stephanie Warren

City of New Orleans
Bureau of Purchasing
1300 Perdido Street, Suite 4W07,
New Orleans, Louisiana 70112.

8.3 Contents

The City requires that the submission be organized in the manner specified below to achieve a uniform review process and obtain the maximum degree of comparability.

The below table also serve the purpose of a checklist to ensure that you attach the necessary documents. You do not need to incorporate this checklist with your submission.

Tabs	Contents	Attach? Y or N
DOCUMENT NO. 1 - TECHNICAL PROPOSAL		
Cover Letter	Show the RFP number and subject, the name of your firm, address, email address, telephone number(s), name of contact person and date.	
Table of Contents	Include a clear identification of the material by tab and by page number.	
Consultant's Profile and Submittal Letter	Submittal Letter signed by and authorized agent of the respondent. A proposal statement setting forth in detail how the proposal meets the proposal requirements and evaluation factors. Organizational structure and locations of business with ownership interests.	
Qualification of the Consultant Firm	<ul style="list-style-type: none"> • Degree of experience in all areas of emergency response, management, and recovery • Experience with FEMA reimbursement programs and funding issues • Proof of satisfactory or better performance on contracts of similar scope and size: references and letters of reference must verify successful completion of similar projects • In-house client training capabilities: provide certification of emergency management training • Experience in emergency debris management plan preparation 	
Qualification of Staff	<ul style="list-style-type: none"> • Assurance of dedicated project team • Experience of key team members in area identified under experience of 	

	<p>Prospective Consultant; identify senior and project management</p> <ul style="list-style-type: none"> Education and experience of Prospective Consultant personnel; provide brief resumes 	
Technical Qualification and Capabilities	<ul style="list-style-type: none"> Experience of Prospective Consultant in previous similar projects Technical approach of the Prospective Consultant to mobilize and perform the many aspects of the work Experience of Prospective Consultant in relation to electronic tracking, recording, and data processing Ability to respond in a timely manner with the necessary resources Experience of Prospective Consultant in using technology to document debris volumes, equipment, staffing, resources in order to provide real time reporting and mapping of progress, costs, and resources utilized 	
Financial Stability	<ul style="list-style-type: none"> Ability of a Prospective Consultant to proceed regardless of funding flows during large disasters <ul style="list-style-type: none"> Previous financial handling of multiple contracts in multiple disasters Invoicing process History of satisfactory payment procedures of subcontractors Provide an audited, financial statement for each of the past two years. A third party prepared financial statement is acceptable for one of the two years if an audited statement is not available. Any such third-party certified statement shall be signed and certified by the third party Certified Public Accountant ("CPA") and signed and certified as accurate by the Prospective Consultant. 	

DBE	Attach the applicable DBE form(s) provided under Attachment B to the RFP.	
Responsibility	Attach your response to the questionnaire provided under Attachment D to the RFP.	
References	Provide at least 2 entity references (preferably governmental entity) for which the firm has performed similar work of the same or similar magnitude to those requested in this solicitation, including the contact's name, entity, address, telephone number, e-mail address, and dollar amount and term of the contract. At least 2 letters of reference from previous clients are also required.	
Insurance	Attach evidence of required insurance in the amounts indicated. If available, a properly completed ACORD Form is preferable.	
Addenda	Include a statement on company letterhead that you reviewed the addenda (include number and date of the addendum) issued by the City for this RFP.	
Exceptions	Include any/all exceptions taken to the content of solicitation itself or any contract or legal agreement(s) or document(s) related to the solicitation. Any exceptions shall be reviewed by City for appropriateness and is only valid if accepted in writing by City. To the extent that Respondent does not raise any exceptions, it waives any future rights to contest the City's required Contract Terms and Conditions set forth in this solicitation.	
Litigation	Provide all judgments entered into against the respondent by any Federal, State, or Local Courts within the past 10 years; any criminal conviction ever issued against the respondent or its owners or principals, and all civil, criminal, and administrative proceedings pending against the Prospective Consultant at this time.	
Forms	Attach any other forms listed under Section 11.2.	
DOCUMENT NO. 2 – PRICE PROPOSAL		
Price/Cost Sheet/Rate	<ul style="list-style-type: none"> Reasonableness of costs. Cost competitiveness relative to 	

	other proposals. <ul style="list-style-type: none"> • Number and nature of the exceptions submitted by the respondent 	
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8.4 Receipt

THE DESIGNATED PURCHASING OFFICIAL MUST RECEIVE YOUR RESPONSE BEFORE THE DEADLINE INDICATED UNDER SECTION 4.1.

The City will NOT accept submissions received/delivered after the deadline.

The City will not credit delivery claims not clearly documented by original receipt.

8.5 Time Stamp in Person, by Courier or BRASS

If you intend to submit a response in BRASS, the time stamp of receipt is generated by BRASS.

Note that BRASS prohibits any submission on and after the date and time the RFP closes.

If you intend to submit a physical response, the date and time of receipt by the Designated Purchasing Official constitutes the time stamp of receipt.

The date and time of the delivery claimed by the courier does NOT constitute proof of receipt without documented proof of delivery.

IMPORTANT:

- The Bureau of Purchasing encourages Respondents submitting a response via BRASS to submit the response at least 3 hours before the deadline set forth in the RFP.
- The Bureau of Purchasing encourages Respondents submitting a physical copy via a courier to request proof of delivery from said courier.
- The Bureau of Purchasing encourages Respondents to confirm with the Designated Purchasing Official that the response was received timely. If there is a high volume of submissions, the confirmation may take 1 or 2 business days.

8.6 Alternative Method of Submission

An alternative method of submission can be approved by email to the Designated Purchasing Official.

If the Designated Purchasing Official approves an alternative method of submission, Respondent remains responsible for ensuring that the proposal is received prior to the submission deadline.

Note that the date and time the email is received by the Designated Purchasing Official constitutes the time stamp of receipt.

The date and time the email was sent by Respondent does NOT constitute a proof of receipt.

Failure to meet the submission deadline, irrespective of the mode of delivery, shall result in the rejection of the proposal.

8.7 Failing to Comply

The Designated Purchasing Official will notify Respondent in writing that the proposal is non-responsive if:

- Respondent failed to submit it timely, or
- Respondent failed to complete and submit a form or document provided and required by the City.

The Designated Purchasing Official will not distribute a non-responsive proposal to the selection committee.

Respondent will have 2 business days from the date of notification by the Designated Purchasing Official to appeal the decision of non-responsiveness.

Non-responsive respondent must submit the appeal to the Chief Procurement Officer via email with the number of the RFP and a detailed explanation.

The decision from the Chief Procurement Officer or designee will be final.

Failure to submit the appeal timely waives the right to obtain a decision from the Chief Procurement Officer or designee.

8.8 Disclaimer

Respondents are hereby advised that due to the nature of the internet, the City cannot guarantee that access to BRASS will be uninterrupted or that emails or other electronic transmissions will be sent to you or received by us.

The City is not responsible for any delays caused by the internet or any other means of submission chosen by Respondent or both.

SECTION 9 – GENERAL INFORMATION

9.1 Legal Authority

City Charter Section 6-308(5)(b) and Executive Order LC 20-01 authorize the City to issue a request for proposals to interested and qualified firms.

9.2 Ownership

Your response and/or documentation submitted therewith are city property for all purposes.

9.3 Effect

The RFP and any related discussions or evaluations by anyone create no rights or obligations whatsoever.

The City is not responsible for submissions and/or presentation costs.

The City may cancel or modify this solicitation at any time at will, with or without notice.

Anything to the contrary notwithstanding, the contract executed by the City and a qualified firm, if any, is the exclusive statement of rights and obligations extending from the RFP and the request for proposal connected with the contract.

9.4 Addendum

The Designated Purchasing Official posts addendum on the supplier portal of BRASS under the RFP. A copy of the addendum is saved in the “Attachment” tab of the event for the RFP.

Respondents shall not rely on any representation, statement, or explanation other than those made in this RFP or in any addendums issued.

Where there appears to be a conflict between the RFP and any addendum issued, the last addendum issued will prevail.

9.5 Agree to Contract Terms and Conditions

By responding to this RFP, you agree to the City’s required Contract Terms and Conditions set forth in this solicitation and therefore waives any future right to contest the required provisions, except as provided in Section 8.3.

9.6 Protest

The City’s protest policy applies to this solicitation.

The policy is available at: <https://www.nola.gov/getattachment/Purchasing/Forms/No-130-Procurement-Protest-Policy.pdf/> .

9.7 Debriefing

Respondent who was not qualified can request a post-award debriefing.

The debriefing shall not include point-by-point comparisons of the debriefed respondent’s submission with the awarded or selected respondent(s).

The unsuccessful respondent must submit a request in writing to the Designated Purchasing Official within 15 calendar days from the date of the notification issued by the Bureau of Purchasing.

The Bureau of Purchasing will ensure that the debriefing is conducted within a reasonable time.

9.8 Code of Ethics

The City adheres to the Louisiana Code of Governmental Ethics, contained in the Louisiana Revised Statutes Annotated, R.S. 42:1101, *et seq.*

By submitting a qualification submission, prospective respondents warrant that there is no “conflict of interest” related to this solicitation that would violate applicable Louisiana Law.

Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

9.9 BRASS

The City launched BRASS in July 2019. BRASS replaces the legacy databases and is used by all City departments.

BRASS enables suppliers to register and to maintain information about their organization for the purpose of doing business with the City and receive notifications of business opportunities.

Registration is free. The City invites prospective suppliers to learn more at <https://nola.gov/purchasing/brass/>.

9.10 Direct Deposit Electronic Payment Program

The City will require that the successful firm enrolls in its direct deposit electronic payment program.

Instead of receiving paper checks, payments will be made electronically via Automated Clearing House ("ACH") and deposited directly into an account designated by the qualified respondent at its financial institution.

Enrolling in direct deposit payments supports the City's ongoing efforts to become a more efficient and effective government, deliver enhanced services and timely payments, and provide for a sustainable environment.

ACH payment will apply to the invoice that you submit through the City's Supplier Portal **AFTER** the Bureaus of Purchasing AND Treasury have completed the ACH activation. The activation process may take 4 to 10 calendar days.

9.11 Waiver of Administrative Informalities

The City shall reserve the right, at its sole discretion, to waive administrative informalities contained in any submission.

9.12 Errors and Omissions in Submission

The City reserves the right to seek clarification of any submission for the purpose of identifying and eliminating irregularities or informalities.

9.13 Familiarity with Laws

You shall familiarize yourself with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the solicitation.

These laws and/or ordinance will be deemed to be included in the contract, the same as though herein written in full.

9.14 Sample Agreement

The City supplies a sample professional services agreement on the website of the Bureau of Purchasing at: <https://nola.gov/next/purchasing/topics/policies,-procedures,-forms-and-templates/>.

The selected respondent(s) shall be expected to execute a contract that is substantially the same as the sample agreement.

You shall not submit your own standard contract terms and conditions as a response to this RFP.

9.15 Federal Contract Provisions

If the City uses or intends to use federal funds (for example: ARPA, FEMA, HUD, etc.) to pay for the services rendered by the selected respondent, you will be required to comply with the federal contract provisions attached to the RFP and/or the signed contract.

9.16 Organizational Conflicts of Interest

As per Section 9.8, the City is required to comply with all state and local laws that govern conflict of interest.

When a project is partly funded by grants administered by a Federal agency, the City must also comply with Federal procurement standards codified in 2 C.F.R. Part 200 (Uniform Rules) for that portion of the project utilizing Federal Funds.

2 C.F.R. § 200.318 requires the non-Federal entity (the City) to maintain written standards of conduct covering conflict of interest, including Organizational Conflict Of Interest (OCOI).

An OCOI means that because of other activities or relationships with other persons or entities, a person or entity:

1. Is unable or potentially unable to render impartial assistance or advice to the City;
or
2. Is or might be otherwise impaired in its objectivity in performing the contract work;
or
3. Has an unfair competitive advantage.

Disclosure, evaluation, neutralization, and management of these conflicts and of the appearance of conflicts, is in the interests of the public, the City, and the business community.

You are therefore encouraged to investigate and manage any potential OCOI well in advance of forming teams or considering participation with or as a prospective respondent on a solicitation.

For this RFP, you are required to:

1. EITHER certify that you conducted an internal review prior to submitting a proposal and that you do not have any organizational conflict of interest (you must then complete and submit Attachment C-1);
2. OR disclose all relevant facts concerning any past, present, or currently planned interests, activities, or relationships which may present an organizational conflict of interest (you must then complete and submit Attachment C-2).

If you submit an Organizational Conflict of Interest Disclosure and Avoidance/Neutralization/Mitigation Plan (Attachment C-2), the Designated Purchasing Official will ask the sponsoring department to review and make a recommendation on whether the identified conflict precludes your proposal from being submitted to the selection committee.

The City reserves the right to require revisions to the avoidance/neutralization/mitigation plan that you submitted.

If the sponsoring department recommends disqualifying your proposal, the Designated Purchasing Official will notify you in writing that you are disqualified from further participation.

You will have 2 business days from the date of notification by the Designated Purchasing Official to appeal the decision of disqualification.

You must submit the appeal to the Chief Procurement Officer via email with the number of the RFP and a detailed explanation.

The decision from the Chief Procurement Officer or designee will be final.

Failure to submit the appeal timely waives the right to obtain a decision from the Chief Procurement Officer or designee.

You shall also refer to Section 8.7 when a prospective respondent fails to comply with the requirements of this section.

9.17 Determination of Responsibility

The City seeks to select a responsible respondent who:

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

You must ensure that your proposal contains sufficient information for the City to make its determination by presenting acceptable evidence of the above to perform the contracted services.

9.18 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 the proposal. The financial 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.) shall 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.

You are reminded that while trade secrets and other proprietary information you submit in conjunction with this procurement may not be subject to public disclosure, you must claim such protections at the time of submission of your technical proposal. You should refer to the Louisiana Public Records Act for further clarification.

The City will not credit any blanket exemption claims lacking specific justification.

You shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” to claim protection, if any, from disclosure.

You shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the 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 Respondent as a result of or in connection with the submission of this proposal, the City of New Orleans 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 of New Orleans’s right to use or disclose data obtained from any source, including the Respondent, without restrictions.”

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

You must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, you agree to indemnify and defend (including attorney’s fees) the City and hold the City harmless against all actions or court proceedings that may ensue which seek to order the City to disclose the information.

The City reserves the right to make any proposal, including proprietary information contained therein, available to city personnel for the sole purpose of assisting the City in its evaluation of the proposal. The City 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.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

SECTION 10 – STATEMENT OF NO RESPONSE

If you elected not to respond to the RFP, the Bureau of Purchasing is interested in learning the reason(s) for non-response.

Your response to the below questionnaire will help the City understanding potential challenges and/or barriers with the RFP.

- <https://forms.office.com/Pages/ResponsePage.aspx?id=hfTLCLccAkqalQ3ZtFuf90s12RkxNB5KnaGW8hYN33NUMjZBN05YS1U0UVY4N0tXOFdEMEVBHQTFXNi4u>

SECTION 11 – ATTACHMENTS

11.1. Document to Review

- Attachment A – Statement of Needs and Price Proposal

11.2. Required to Submit with Proposal In Response to RFP

- Attachment B – DBE Compliance Form-3
- Attachment C – Conflict of Interest
 - C1 - Organizational Conflict of Interest Disclosure Certification

- C2 - Organizational Conflict of Interest Disclosure and Avoidance/Neutralization/Mitigation Plan
- Attachment D – Responsibility Questionnaire

11.3. *Contract Terms and Conditions and Insurance*

- Attachment E - Insurance Requirements
- Attachment F – City Contract Terms and Conditions
- Attachment G FEMA Provisions

[ATTACHMENTS A THRU F ON FOLLOWING PAGES]

SECTION 11.1.

**THE FOLLOWING DOCUMENT IS FOR REVIEW
ONLY**

**ATTACHMENT NO. A
CITY OF NEW ORLEANS
STATEMENT OF NEEDS AND PRICE PROPOSAL**

Part 1 - Statement of Needs

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APPENDIX

Exhibit A: Debris Zones Map

Exhibit B: Truck Certification Form

Exhibit C: Debris Removal Crew Composition

It is the intent of the city to obtain proposals from qualified firms to establish a Standby Contract for Disaster Debris Monitoring and Management Services. These services will not be authorized until such time as a Notice to Proceed has been issued; typically in response to a natural or man-made disaster.

- **1.0 OVERVIEW**

The City of New Orleans (“the City”) is seeking a qualified firm to manage and support the oversight of debris removal. The Program Management Firm (the “Consultant”) shall be capable of supervising, monitoring, and documenting, in accordance with FEMA guidelines, the collection, temporary staging and final disposal of debris. Other services that may be required will include grant management, data management, contract management, cost/billing management, operations management, quality control management, logistics coordination, damage assessment training, administrative support, and the ability to communicate with local, state or federal agencies to maximize any funding or reimbursement services.

The City of New Orleans will address debris management within the Emergency Operations Center (EOC). The EOC will provide a site for overall coordination of the project with the Program Manager and local, State, and Federal agencies. Authorized local, State, and federal agencies will also provide staff to the EOC to assure a proper level of coordination. The Director of the Department of Sanitation will be the primary point of contact for the Consultant.

The Consultant will be responsible for the management and monitoring of multiple debris removal contractors (the “contractors”) in separate pre-defined zones as directed by the City. The Consultant shall provide services required for disaster debris management and monitoring services in accordance with, but not limited to, the most recent version of the FEMA Public Assistance Program and Policy Guide.

- **2.0 CURRENT ZONE ASSIGNMENTS**

The Services are to be provided in one of three pre-defined zones as shown on the Map attached hereto in the Appendix, Exhibit A. **The following descriptions are intended for informational purposes only and are not legal boundaries.**

ZONE 1: ZONE (1) ONE is defined as the area assigned to a debris removal contractor that includes the following area:

The point of beginning shall commence at the intersection of Veterans Highway and the western corporate boundary of the City of New Orleans adjoining Jefferson Parish; thence along the centerline of Veterans Highway to the intersection of Pontchartrain Boulevard; thence proceeding southerly along the eastern boundary of the Pontchartrain Boulevard right-of-way to the centerline of the Interstate-610 right-of-way; thence proceed easterly along the centerline of the Interstate-610 right-of-way to the centerline of Canal Boulevard; thence proceed southerly to the centerline of Florida Boulevard; thence proceed easterly to the centerline of Marconi Boulevard; thence proceed southerly to the intersection of City Park Avenue; thence along the centerline of City Park Avenue to the intersection of Toulouse Street; thence proceed southeasterly along the

centerline of Toulouse Street to the intersection of North Carrollton Avenue; thence proceed northeasterly along the centerline of North Carrollton Avenue to the intersection of Orleans Avenue; thence proceed southeasterly along the centerline of Orleans Avenue to its intersection with Bayou St. John; thence proceed along the southern/eastern bank of Bayou St. John to the centerline of the Interstate-610 right-of-way to Lafreniere Street; thence easterly along the centerline of Lafreniere Street to the intersection of Paris Avenue; thence southerly along the centerline of Paris Avenue to the centerline of the Interstate-610 right-of-way; thence proceeding easterly along the Interstate-610 right-of-way to the interchange of Interstates 610 and 10; thence proceeding northeasterly along the centerline of the Interstate-10 right-of-way to the Peoples Avenue Canal; thence proceeding northerly along the centerline of the Peoples Avenue Canal to Gentilly Boulevard; thence proceeding easterly along the centerline of Gentilly Boulevard, continuing easterly along the centerline of Chef Menteur Highway to the Industrial Canal; thence proceeding southerly along the centerline of the Industrial Canal to Florida Avenue; thence proceeding along the northern right-of-way line of Florida Avenue to the eastern corporate boundary of the City of New Orleans adjoining St. Bernard Parish; thence proceeding along the eastern corporate boundary adjoining St. Bernard and St. Tammany Parishes to the south shore of Lake Pontchartrain; thence proceeding along the south shore of Lake Pontchartrain to the western corporate boundary of the City of New Orleans adjoining Jefferson Parish; thence proceeding southerly along the western corporate boundary to the point of origin.

ZONE 2: ZONE (2) TWO is defined as the area assigned to a debris removal contractor and includes the following area:

Zone Two shall be comprised of two sections, the first encompassing the entire area of Algiers on the western bank of the Mississippi River, bounded by the Mississippi River and the corporate boundaries shared with the parishes of Plaquemine and Jefferson and the City of Gretna. The second shall commence at the intersection of the projected centerline of Esplanade Avenue at the Mississippi River; thence proceeding northwesterly along the centerline of Esplanade Avenue to North Rampart Street; thence proceeding southwesterly along the centerline of North Rampart Street to St Louis Street, proceeding northwesterly along the centerline of St Louis Street to Basin Street; thence proceeding southwesterly along Basin Street to the intersection of Iberville Street; thence proceeding northwesterly along the centerline of Iberville Street to the intersection of North Derbigny Street; thence proceeding southwesterly along the centerline North Derbigny Street, continuing on South Derbigny Street to the intersection of Cleveland Avenue; thence proceeding southeasterly along the centerline of Cleveland Avenue to South Claiborne Avenue; thence proceeding southwesterly along the centerline of South Claiborne Avenue to Martin Luther King Jr Boulevard; thence northwesterly along the centerline of Martin Luther King Jr Boulevard to Toledano Street; thence proceeding southeasterly along the centerline of Toledano Street to South Claiborne Avenue; thence proceeding along the centerline of South Claiborne Avenue to Napoleon Avenue; thence proceeding southerly along the centerline of Napoleon Avenue to the Mississippi River, thence along the eastern bank of the Mississippi River to the point of

origin.

ZONE 3: ZONE (3) THREE is defined as the area assigned to a debris removal contractor and includes the following area:

The point of beginning shall commence at the intersection of the Mississippi River and the western corporate boundary of the City of New Orleans adjoining Jefferson Parish; thence proceeding northerly along the western corporate boundary to Veterans Highway; thence along the centerline of Veterans Highway to the intersection of Pontchartrain Boulevard; thence proceeding southerly along the eastern boundary of the Pontchartrain Boulevard right-of-way to the centerline of the Interstate-610 right-of-way; thence proceed easterly along the centerline of the Interstate-610 right-of-way to the centerline of Canal Boulevard; thence proceed southerly to the centerline of Florida Boulevard; thence proceed easterly to the centerline of Marconi Boulevard; thence proceed southerly to the intersection of City Park Avenue; thence along the centerline of City Park Avenue to the intersection of Toulouse Street; thence proceed southeasterly along the centerline of Toulouse Street to the intersection of North Carrollton Avenue; thence proceed northeasterly along the centerline of North Carrollton Avenue to the intersection of Orleans Avenue; thence proceed southeasterly along the centerline of Orleans Avenue to its intersection with Bayou St. John; thence proceed along the southern/eastern bank of Bayou St. John to the centerline of the Interstate-610 right-of-way to Lafreniere Street; thence easterly along the centerline of Lafreniere Street to the intersection of Paris Avenue; thence southerly along the centerline of Paris Avenue to the centerline of the Interstate-610 right-of-way; thence proceeding easterly along the Interstate-610 right-of-way to the interchange of Interstates 610 and 10; thence proceeding northeasterly along the centerline of the Interstate-10 right-of-way to the Peoples Avenue Canal; thence proceeding northerly along the centerline of the Peoples Avenue Canal to Gentilly Boulevard; thence proceeding easterly along the centerline of Gentilly Boulevard, continuing easterly along the centerline of Chef Menteur Highway to the Industrial Canal; thence proceeding southerly along the centerline of the Industrial Canal to Florida Avenue; thence proceeding along the northern right-of-way line of Florida Avenue to the eastern corporate boundary of the City of New Orleans adjoining St. Bernard Parish; thence proceeding southwesterly along the corporate boundary to the Mississippi River, following the Mississippi River to Esplanade Avenue; thence proceeding northwesterly along the centerline of Esplanade Avenue to North Rampart Street; thence proceeding southwesterly along the centerline of North Rampart Street to St Louis Street, proceeding northwesterly along the centerline of St Louis Street to Basin Street; thence proceeding southwesterly along Basin Street to the intersection of Iberville Street; thence proceeding northwesterly along the centerline of Iberville Street to the intersection of North Derbigny Street; thence proceeding southwesterly along the centerline North Derbigny Street, continuing on South Derbigny Street to the intersection of Cleveland Avenue; thence proceeding southeasterly along the centerline of Cleveland Avenue to South Claiborne Avenue; thence proceeding southwesterly along the centerline of South Claiborne Avenue to Martin Luther King Jr Boulevard; thence northwesterly along the centerline of Martin Luther King Jr Boulevard to

Toledano Street; thence proceeding southeasterly along the centerline of Toledano Street to South Claiborne Avenue; thence proceeding along the centerline of South Claiborne Avenue to Napoleon Avenue; thence proceeding southerly the centerline of Napoleon Avenue to the Mississippi River, thence along the eastern bank of the Mississippi River to the point of origin.

The City shall retain the option to modify or divide zones as it deems necessary.

• **3.0 SERVICES TO BE PERFORMED BY THE CONSULTANT: SCOPE OF WORK**

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 contractors.

The Consultant shall ensure that staff must be fluent in English.

The Consultant shall be knowledgeable of FEMA 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.

Consultant shall perform services as requested by the City and set forth in this section as the Scope of Work (collectively, the “Services”). The Scope of Work shall include, but not be limited to the following tasks:

- Provide disaster monitoring services of all Orleans Parish debris removal;
- Schedule work for all team members and contractors on a daily basis;
- Hiring, training, management, and coordination of all field staff;
- Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work;
- Development of maps, GIS application, etc. as necessary;
- Record keeping 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 removal contractor 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/or validate hazardous trees, including hangers, leaners, and stumps;

- 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);
- Ensure that force account labor and/or debris removal contractor work is within the assigned scope of work;
- Monitor the site development and restoration of Debris Management Sites (“DMS”);
- 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);
- Conduct equipment certification;
- 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 contractor(s) invoices prior to submission to the City 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;
- Coordination with the City 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’s Director of Sanitation for transmittal to the JIC 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 with daily updates on progress;
- Provide the City with Real-Time tracking data of roving debris monitor’s vehicles. This tracking data should be GPS data collected at a maximum of 5-minute intervals. The City requests that this ‘breadcrumb’ data showing past locations of monitor’s vehicles be visible via web-based mapping software application;
- Assist with other cost recovery efforts, as requested by the City;
- Provide total quantity reconciliation with the City, State, FEMA, and/or any other funding entity, and

- Complete any other storm debris management services as needed and authorized by the City.

The costs for the documentation of the response and recovery process shall be included within the rates of the Consultant's Fee Proposal. Proposers shall have proven experience with overall management and FEMA 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.

Monitoring shall be done in compliance with FEMA, 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 Consultant and all communications given to the Project Manager or liaison officer in writing by the City of New Orleans to this authorized representatives shall be as binding---if given to the Consultant.

4.0 OPERATIONS

• 4.1 OVERALL DEBRIS MONITORING AND MANAGEMENT OPERATIONS

- Identify locations of debris for removal
- Identify types of debris removed
- Determine FEMA debris removal eligibility
- Document debris volume quantities (volume or weight, determined at inspection site)
- Confirm identification of debris hauling truck/trailer and contractor
- Assist in finding location of permitted final debris disposal site (if needed)
- Conduct documentation of labor, equipment, and materials charges including hours of service, and associated charges (for time and materials contracts)

• 4.2 OPERATIONS REQUIREMENTS

(A) General Operating Procedures: The City has contracts to remove and transport disaster related debris from the public access roadways, rights-of-ways, and public property within the City of New Orleans to designated disposal or DMS.

(B) Within twenty-four (24) hours of the issuance of the Work Authorization, the Consultant shall be prepared to initially provide qualified, on-site personnel to monitor debris disposal/staging operations at the three (3) primary DMS located throughout the City of New Orleans. Additional DMS may be activated depending upon the estimated debris volumes. The Consultant must be prepared to provide a minimum of one (1) Loading Site Monitor per site per day at a minimum of twelve (12) hours per day, six (6) days per week subject

to increase and decrease, as needed. The number of monitors will depend upon the number of crews operating in the debris removal effort. At present, the potential DMS locations are as follows:

PRIMARY DMS		
DMS	Address	AI #
Hendee	2301 Hendee Ct, 70114	133184
Old Gentilly Road	10200 Old Gentilly Rd, 70127	133180
Parks & Parkways	2829 Gentilly Blvd, 70122	225996

BACKUP DMS		
DMS	Address	AI #
Gentilly Landfill	10200 Almonaster Blvd, 70127	1036
Elysian Fields	2829 Elysian Fields Ave, 70122	30345
Recovery One	17000 Chef Menteur Hwy, 70129	3520

(C) The Consultant must be prepared to provide Roving Debris Monitors as needed to monitor and verify eligible debris removal functions. The Roving Debris Monitors must be prepared to operate a minimum of twelve (12) hours per day, six (6) days per week subject to increase and decrease as needed. The City will determine the exact number and location of Roving Debris Monitors in coordination with the debris removal contractors and the Consultant.

(D) The Consultant shall provide a sufficient number of Supervising Monitors to supervise the work activities of the Debris Loading Site monitors, Debris Management Site Monitors, and the Roving Debris Monitors. The Supervising Monitor(s) must be prepared to operate a minimum of twelve (12) hours per day, six (6) days per week; Supervising Monitors are generally limited in number. The exact number will be determined by the Consultant based on the type of operation with the consent of the City. Supervising Monitors will be provided for, but not limited to, the following purposes:

- One (1) OVERALL SUPERVISOR to coordinate with the Debris Manager on a daily basis
- One (1) SUPERVISOR for every ten (10) monitors or as recommended in FEMA's PA Debris Monitoring Guide

Specialty recovery operations may require more experienced personnel which may result in the need for a lower ratio of Supervisors to monitors.

(E). The Consultant shall provide all management, supervision, labor, logistical support, transportation, mobile communication equipment, computer equipment, safety equipment, digital cameras, video cameras,

and other equipment necessary to initiate and to safely and accurately perform all of the City's debris monitoring activities. Mobile communications equipment shall be sufficient to allow monitors to remain in contact with dispatch and supervisor(s) at all times.

(F). The Consultant(s) shall perform the following:

- Log damages reported, damage corrections, and releases for work by either the property owner of the City;
- Log tickets inventoried; issued and/or voided;
- Collect tower logs of ticket information;
- Mark work complete with date and daily log of activities
- Map books issued by the City; and
- Log ineligible debris piles.

In the event that the U.S. Army Corp of Engineers or the Louisiana National Guard provide their services as Mission Assignments related to emergency debris removal, coordination between these agencies, the Consultant and the debris removal contractors will be managed by the City's Director of the Department of Sanitation. Separate Work Orders will be issued and the Consultant will be required to track the number of personnel utilized, the equipment utilized and the volumes collected and disposed as part of the total debris removal effort.

• **4.3 PRE-SEASON PLANNING/KICK-OFF MEETING**

At or close to the official start of Hurricane season, the City will hold a pre-season kick off meeting in order to discuss Disaster Event plans, policies, and procedures with the Consultant, debris removal contractors, and other City personnel. Participation in this meeting is mandatory for the Consultant as a necessary part of the preparation process. If the Consultant is unable to participate in the meeting either in person or by conference call, the Consultant is required to make arrangements with the Director of the City's Department of Sanitation (the "Director") within seven (7) calendar days of the meeting. If the Consultant does not make arrangements as outlined, the City reserves the right to terminate.

• **4.4 PRE-DISASTER PREPARATION**

At any time, following NOAA's five-day forecast for a storm event to impact New Orleans, the City may issue a notice to proceed (the "Notice to Proceed") under the Contract. The Consultant shall begin pre-event preparations in anticipation of the Notice to Proceed. These preparations may include, but are not limited to, contracting subcontractors, and putting them on alert, fueling and securing equipment and other operations in the event that a Disaster Event occurs. The City will monitor the progress of the storm event to gauge where and when it might strike, the likely area of impact, and with what severity in order to determine the extent of pre-event preparation that is adequate. The Consultant will receive periodic updates from the City, and the City will provide direction to the Consultant.

• **4.5 PRE-EVENT COORDINATION MEETING**

The Consultant shall meet with the Director of the Department of Sanitation or other City designated representative within twenty-four (24) hours after New

Orleans has been placed within NOAA's five-day forecast for a storm event, either in person or virtually for an operation scope review.

The City will discuss with the Consultant, without limitation, the following:

- The availability of pre-selected/pre-approved Debris Management Sites ("DMS") locations. Alternate locations will be considered by prioritizing potential alternate sites, if needed.
- A list of equipment, personnel, and other resources outlining the availability and amount of assets that will be dedicated to the debris removal monitoring operations.
- Estimated time of mobilization based on the nature of the Disaster Event.
- Identification of staging area(s) for truck certification.
- Other topics that the City deems pertinent.

• **4.6 NOTICE TO PROCEED**

The response of the Consultant to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports, and submittals to assure that the City shall have the means to be reimbursed for all eligible disaster recovery costs for appropriate Federal, State, and other funding agencies. Response will typically be activated only in the event of a major emergency and in accordance with an awarded contract. Response activation will be through a Notice to Proceed (the "Notice to Proceed").

The City will issue a Notice to Proceed under the Contract at the time that a Disaster Event occurs, or to the extent possible, at the time that a Disaster Event is imminent. The Notice to Proceed will serve to notify the Consultant that a Disaster Event has been declared, or is likely to be declared, and that the Services of the Consultant might be needed. When the City issues the Notice of Proceed, the City may require that the Consultant send a representative to New Orleans within 24 hours of issuance of the Notice to Proceed to begin planning for operations and mobilization, as well as pre-staging of resources, if required. With the Notice to Proceed, the City will provide updated maps of the debris collection zones and sub-zones. The Consultant should begin the logistical coordination and equipment ramp-up immediately upon receiving a Notice to Proceed.

Specific work authorizations will be issued through work ordered ("Work Orders"). The issuance of a Notice to Proceed does not guarantee the issuance of Work Orders. Work Orders will define, among other relevant items, the job to be completed, location of the job, and time frame for completion. The Consultant should expect the first Work Order (the "Mobilization Work Order") from the City within the first 24 hours following the Notice to Proceed. The Consultant shall have 48 hours from the issuance of the Mobilization Work Order to mobilize and be on site as directed by the City.

Depending on the nature of the Disaster Event, the City reserves the right to issue Work Orders across and within debris-collection zones as it deems necessary.

- **4.7 MOBILIZATION WORK ORDER**

The mobilization of professionals, qualified supervisors, and monitors to handle debris loading and DMS shall be within 48 hours after receipt of the Mobilization Work Order. The Consultant shall commence mobilization immediately upon receipt of Mobilization Work Order, meeting the progress pattern as directed by the City. On average, the following progress pattern will be used:

- 24 hours: 50%
- 48 hours: 100%

This represents a minimum response schedule and does not restrict an earlier response. The City may issue additional Work Orders to define more precisely the work to be accomplished or to authorize additional work.

- **4.8 PRIORITY OF WORK AREAS**

The City will establish the priority of and shall approve the geographic work areas and types of debris to be collected within the Zone. Daily and weekly scheduled meetings will be held to determine approved work areas. The Consultant can generally expect that the first priority will be clearing major thoroughfares, as identified by the City, followed by the clearing of debris in Sub-Zones, starting with those Sub-Zones most heavily impacted by the Disaster Event. The City will assign the debris removal contractor a number of Sub-Zones, with their priority order established by the Director of Sanitation or other City designee and the debris removal contractor will be expected to make a complete Pass of their assigned Sub-Zones, before receiving additional assignments.

A Pass ("Pass") is defined as completion of all debris removal activities at the time of passage within a Sub-Zone or Zone, as assigned by the City. The debris removal contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition, with the understanding that there will be small quantities of leaves, twigs, bark, and household debris (generally one-half cubic foot or less that is not picked up by equipment, machinery, and general laborers used by the debris removal contractor).

Determination of when a site is in a clean and neat condition will be at the reasonable judgement of the City or the Consultant.

The debris removal contractor will not be allowed to "cherry pick" debris. Work Orders issued to the debris removal contractor will be determined by the City's priorities and needs. Loads picked up in unassigned areas may not be paid. A complete pass of the entire Zone may be required before the next Sub-Zones, or the next Pass is assigned. Non-completion of Sub-Zones within a Zone is not acceptable.

The Consultant is expected to cooperate and respond accordingly to the City's priority list.

Multiple passes through roads and neighborhoods will generally be required by the City. The workflow may progress through five phases: Emergency Debris Clearance (First Push), First Pass, Second Pass, Third and Final Pass, and Project Closeout. The Emergency Debris Clearance (First Push) is where the debris removal contractor is generally tasked with pushing large objects that are blocking major, priority roadways to

the roadside to allow for passage of emergency and essential vehicles; removal of hanging limbs and leaning trees and other hazards.

A debris removal pass generally involves the removal of disaster generated debris from roadways at the curbside and public rights-of-way, and public property to eliminate the threats to the public health and safety. Activities include but are not limited to removal of hazardous limbs, leaning / damaged trees, and stumps, vegetative, construction and demolition materials, appliances, and household hazardous waste. The City will determine the number of passes required, but generally it can be stated as a minimum of three passes. The Project Closeout Phase will generally involve the final reduction and hauling of debris to the final disposal / recycling facilities, the closing of temporary debris management sites, and final invoicing and reporting to the City.

In cases where the Work Order assigns debris removal duties covering a period of time, the debris removal contractor will collect and remove all covered debris and waste materials placed or found curbside or otherwise on the public rights-of-way in the assigned site or area on an ongoing basis, generally by frequent and regular sweeps or passes to the site or throughout the entire area according to access and need in the purpose. The debris removal contractor will conduct complete area or site sweeps at least once each cycle, and more often, if needed, to keep pace with and to remove accumulations. The length of each Pass and the number of Passes will be determined by the City during the Emergency Debris Clearance (First Push) phase and may be adjusted after subsequent field damage assessments.

The Consultant will have a Monitor with each crew and a Monitor at each debris management site. Crews are not to remove any debris or bring any debris to the temporary debris management site(s) unless a Monitor is present.

- **4.9 IMMEDIATE POST-EVENT RESPONSE – Emergency Debris Clearance/First Push**

The immediate post-event response is the emergency debris clearance operations. The emergency debris clearance (First Push) phase is to cover a reasonable time period, which has been established by the City as seventy (70) hours. This operation may be reimbursable by FEMA on a time-and-materials basis.

The Consultant must document, with detail and accuracy, the types of equipment and the amount of time the equipment is used. The Consultant recognizes that such documentation is critical. The reimbursement criteria and duration for time-and-materials work is subject to change following a Disaster Event. Immediately after a disaster, Consultant must provide a sufficient number of personnel to monitor emergency road clearing.

Consultant's activities during the Emergency Debris Clearance/First Push phase will include, but are not limited to:

1. **Debris Volume and Collection Cost Assessment:** The City and the Consultant will meet with the debris removal contractor(s) to review the debris volume. The topics of discussion in this meeting may include, but are not limited to:

- a. Estimated amount of debris generated (total cubic yards);
- b. Types of debris generated (vegetative, C&D, or other miscellaneous debris);
- c. Number and estimated date of arrival for assets (trucks, loaders, monitoring personnel);
- d. Estimated number of DMS locations necessary;
- e. Preliminary scope of debris removal efforts;
- f. Review of Weekly Debris Management Reports (WDMR) submitted by the Consultant to LDEQ, and
- g. Estimated cost of the debris removal efforts.

2. **Monitoring Emergency Road Clearance Operations:** The City will initiate emergency debris clearance operations. During this period of time, the roadways are cleared of scattered debris, leaning trees, and other obstructions in roadways to allow for passage of emergency response vehicles. Road clearance priorities are pre-established to allow access to critical public facilities such as fire stations, police stations, hospitals, shelters, emergency supply centers, and other critical facilities.

The debris removal contractor will restore safe vehicular access for public streets, rights-of-ways, and other locations, as directed by the City. The work will be done according to the priorities, needs, and deadlines stated in the Debris Removal Work Orders. In general, the debris removal contractor will serve the need by safely removing obstructions and collecting debris and transporting it to the assigned disposal locations. The debris removal contractor will not transport motor vehicles and boats to the staging area but will move them out of the way to allow access. As needed, the City will coordinate with the local power utility to coordinate safe power-line removals. The debris removal contractor will scrape mud and other debris accumulations from the cleared street, rights-of-ways, areas, or locations and transport it to the assigned disposal locations. The debris removal contractor will promptly report large and massive objects to the City. The debris removal contractor will continuously report progress clearing assigned streets and areas to the City and will project availability for vehicular traffic. The debris removal contractor will document its work, recording areas and locations cleared, photographing, and locating operations, and detailing time, crews, and equipment applied in assigned areas.

3. **Initiation of Equipment Certifications:**

Within twenty-four (24) hours of the issuance of the Mobilization Work Order, the Consultant shall implement an equipment certification program and provide monitors and oversight.

Upon Receipt of Mobilization Work Order, the debris removal contractor

mobilizes staff and equipment to the pre-determined event location. Consultant shall be responsible for certifying debris removal contractor's equipment on behalf of the City. Equipment certification is one of the most important functions in initiating a debris removal operation. Accuracy and documentation of all measurements is critical. All debris removal trucks hauling under a volumetric contract with the City must have their capacity and dimensions measured, photographed, and documented on a truck certification form (See Sample Form in Appendix, Exhibit C: Truck Certification Form) by the Consultant. Each piece of debris removal equipment will be assigned a unique number for debris tracking and invoice reconciliation purposes. Equipment certification should contain:

- a. Unique equipment number
- b. Driver name
- c. Driver phone number
- d. License number, state issued, and expiration
- e. Tag number, state issued, and expiration;
- f. Vehicle measurements
- g. Picture of the vehicle
- h. Proof of Insurance for the vehicle/equipment

4. **Debris Management Site (DMS) Preparation:**

Concurrent to the emergency debris clearance operations, the debris removal contractor should perform the necessary preparation work to open DMS locations. With regards to DMS, site preparation, including logistical setup and tower construction, will begin.

5. **Refresher Training for Monitors.** The Consultant will orient monitors with operations procedures and refresh staff with current debris removal eligibility, FEMA requirements, City debris removal contract requirements, and safety procedures.

6. **Operation's Meetings:** The Consultant is expected to attend meetings as scheduled by the City to update the status of the road clearance efforts, DMS openings and, debris removal contractor asset ramp-up, and pertinent public information for press releases. Meetings will be held with City personnel, the debris removal contractors, and the Consultant to discuss objectives and include a discussion of operational progress and best practices moving forward. During these meetings, the City will also review real time statistics and completion maps that reflect operations through the end of the previous day.

7. **Status Updates:** Within 48 hours of issuance of the Notice of Proceed, The Consultant needs to be able to produce REST Map services, consumable by ESRI GIS software, showing the status of debris collection throughout Orleans Parish. In addition to the REST services, Real-Time tracking data of debris monitor vehicles shown in the web-based mapping application should be established in preparation for the initial pickup. The

REST Map Services needs to include the following:

1. Using the City's latest Street Centerline GIS, track the first and all subsequent passes for debris collection.
2. Showing the GPS collection points of each load ticket. It must be updated by 7:00 am each day with data summarizing debris collection from the previous day and show where debris collection is scheduled to occur on that day. Status updates are also expected to be provided to the City in the EOC, at pre-determined briefing times.

- **4.10 DEBRIS OPERATIONS OVERSIGHT**

- Surveying the affected areas for special situations or emergencies must include, but not be limited to, identifying tree stumps, root balls and associated cavities, hazardous trees (including leaners/hangers), construction and demolition (C&D) debris, or other potentially hazardous situations;
- Maintaining a list of potentially hazardous locations and situations, coordinating, and tracking the appropriate dispatch of staff and equipment to remediate the hazard, and making frequent reports to the City regarding the hazard, remedial action, and post event status;
- Recording on a map the streets where debris has been collected, and
- Performing other duties as directed by designated City personnel.

1. The Consultant shall collect baseline environmental data according to local, State, and federal agency requirements from the designated emergency debris management sites prior to the opening of these sites, as directed by the City.

2. The Consultant shall conduct ongoing environmental data collection per local, State and Federal requirements for the designated emergency demolition/debris management. The Consultant will prepare and submit to LDEQ within the timeframe required, a Weekly Debris Management Report (WDMR).

3. The Consultant shall provide technical, clerical, and information technology consultation assistance to the City in completing any and all forms necessary for reimbursement of fees and cost from local, State, or Federal agencies, including the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security, the State of Louisiana, the Federal Highway Administration (FHWA), the Department of Housing and Urban Development (HUD), or private insurance carriers relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely and accurate completion and submittal of reimbursement requests preparation and submittal of any and all necessary cost documentation and substantiations and preparing

replies to any appeals.

4. The Consultant shall review and validate debris removal contractor invoices prior to submission to the City for processing within timeframes determined by the City.

5. The Consultant shall submit debris removal contractor invoices and Debris Monitoring invoices on a weekly basis to the City for processing.

6. The Consultant shall assist City staff in conducting (an) annual tabletop exercise(s) to determine the adequacy of the debris removal plan and debris management process.

- **4.11 MONITORING SERVICE**

The Consultant shall ensure that the debris removal contractors provide all labor and equipment necessary to complete the work identified.

Monitoring services to be provided under the proposed Contract shall include, but not be limited to the following:

(A) The Consultant shall provide assistance in following the City of New Orleans' Debris Management and Removal Plan;

(B) The Consultant shall provide training of selected City staff in essential debris management, monitoring, and collection functions to ensure appropriate interface with staff of debris removal contractors and City, State, and Federal agencies, if requested.

(C) The Consultant shall certify that all Monitors have been adequately trained to ensure that they have the knowledge base needed to determine that only eligible debris is being removed and to check and verify information related to debris staging and disposal. The Consultant shall provide the City a copy of its monitor training program and/or permit City representatives to observe field monitor training, as desired, and

(D) The Consultant shall handle the hiring, scheduling, dispatching and logistical operations of the Field Monitors assigned to work areas of storm debris collection.

- **4.12 TRUCK/EQUIPMENT CERTIFICATION**

- Monitoring and recording the volumetric measurement (cubic yards) of each truck that is added into service;

- Maintaining records of debris removal contractors' trucks, to include cubic yardage or loaded weight, time in and time out, number of loads per day, and other data as requested by designated City staff or as required by State, Federal, or other involved agencies, and

- Determining truck assignments and providing the necessary vehicle decals or placards for ease of identification and tracking;

Truck Certification (form) allows the Debris Monitor to identify the truck itself and

its hauling capacity in a standardized manner. During the truck certification process, the Debris Monitor is expected to capture the following information:

1. Vehicle type (Make/Model/Year)
2. Capacity of hauling bed (cy);
3. License plate number, State issued, Expiration Date;
4. Driver/License number, State issued, Expiration Date;
5. Truck identification number assigned by owner;
6. Brief physical description of the truck, special features, and
7. Photographs.

- **4.13 DAMAGE REPORTING**

- Accurate and immediate reports of damages resulting from debris removal operations are required. Consultant must respond to problems in the field related to residential and commercial property damage claims, and
- Establishing a claim reporting system to provide for the professional management of receiving complaints, inquiries, and/or damage claims;
- Investigating and documenting damages and other claims.

- **4.14 STAFFING**

- Recruiting, hiring, training, deploying, and supervising properly equipped monitors and administrative staff, and
- Establishing daily schedules for monitors and administrative staff.

4.14.1 MINIMUM STAFFING REQUIREMENTS

The debris removal contractors have minimum crew requirements as follows:

- ZONE 1: 33 crews
- ZONE 2: 33 crews
- ZONE 3: 33 crews

See Exhibit D for debris removal crew composition details.

The Consultant will be required to provide a minimum of 1 loading site monitor per crew.

Staffing Capabilities and Numbers: The Consultant shall be required to increase its staffing depending upon the volume of the debris generated which would require additional crews by the debris removal contractors. The Consultant shall be required to replace any debris monitor whose job performance is deemed unsatisfactory at the discretion of the City.

4.14.2 STAFF ROLES AND RESPONSIBILITIES

The Debris Monitoring Team to be provided by the Consultant shall include, but not be limited to, the following positions:

- Project Manager/Liaison Officer
- Supervising Monitor
- Loading Site Monitor
- Debris Management Site Monitor
- Roving Monitor

- Debris Management Consultant
- Cost/Billing Manager
- Health and Safety Manager
- Logistics Coordinator
- Quality Control Manager

(A) **Project Manager:** The primary function of the Project Manager/Liaison Officer shall be to manage and supervise the debris monitoring services provided by the Consultant and to serve as liaison between the City, the Consultant, and debris removal contractor.

(B) **Supervising Monitors:** The functions of the Supervising Monitors shall be the following:

SAFETY

- Maintain safety requirements
- Ensure adequate training occurs as needed

ELIGIBILITY

- Verify that only eligible debris is being removed from designated public rights-of-ways and public property within assigned debris pickup zones;
- Verify adequate photographic documentation of hazardous trees (leaners and hangers);
- Coordinate, document, research, and make recommendations on damage claims
- Investigate and resolve complaints within contract limits

COMPLIANCE

- Enforce contract requirements
- Ensure compliance with all local, state, and federal laws

DEBRIS OPERATIONS

- Ensure and confirm eligible debris collection from properties
- Supervise truck certifications
- Take photographs, develop field reports
- Coordinate daily operations of the debris removal contractor
- Perform scheduled and surprise site visits at least twice per day

MANAGEMENT AND OVERSIGHT

- Manage and schedule debris monitors
- Coordinate activities between monitors
- Review documentation from the field
- Prepare daily logs summarizing field observations
- Compile and complete necessary reports that are accurate and legible

- Enforce quality control of all phases of debris operations
- Correct and document deficiencies
- Make constant (both routine and unannounced) site visits to loading sites and DMS
- Capable of adequate decision making and providing clear communications
- Use 1:10 rule of thumb ratio of supervisors to monitors
- Maintain positive public relations in regard to individual complaints;
- Resolve conflicts and disputes

(C) **Loading Site Monitors:** A loading site is a physical field operation location of debris removal equipment and crews. The primary functions of the Loading Site Monitors are to complete and issue debris load tickets for eligible debris cleared and removed at locations designated by the City and to verify that only eligible debris is removed from designated eligible sites within assigned debris pickup zones in the City of New Orleans. The loading site monitor shall also photographically document hazardous trees (leaners and hangers).

SAFETY

- Check area for safety considerations
- Implement safety requirements
- Perform pre-work inspection of debris collection area
- Ensure that loads are properly contained prior to departing to DMS or disposal

ELIGIBILITY

- Determine whether debris to be loaded is eligible based on contract requirements and FEMA PA criteria
- Document eligible debris operations
- Control the process for issuing load tickets
- Ensure that debris operations are within the assigned scope of work

COMPLIANCE

- Certify and spot check truck measurements
- Enforce contract requirements
- Report violations of laws, ordinances, safety, and contract requirements to Supervisor
- Ensure that debris collections operations are monitored
- Report and record the collection of ineligible debris, if a cease order was not followed
- Report and record ineligible debris that is not collected (note and photograph ineligible debris left curbside)

- Report damage caused during debris collections (damage to public and private property must be properly recorded and reported)

DEBRIS MONITORING OPERATIONS

- Ensure that no hazardous waste is commingled within debris piles/loads
- Record detail for time and materials
- Ensure that debris is collected from approved areas
- Determine whether a location can be classified as “complete” prior to equipment moving to a new area (“prevent cherry picking”)
- Complete all sections of load ticket

(D) **Debris Management Site Monitors:** The primary function of the Debris Management Site Monitors is to complete the load ticket and estimate volumes that have been transported to the DMS or final disposal sites. Debris Management Site Monitors shall verify that all trucks leaving the Debris Management Site have completely emptied all debris from the trucks.

SAFETY

- Check DMS for safety considerations
- Implement safety requirements
- Ensure appropriate directional signage is clearly visible

COMPLIANCE

- Spot check truck measurements against placards
- Enforce contract requirements
- Report debris loads without load ticket to Supervisor
- Report debris that violates ordinances, laws, or contract requirements to Supervisor
- Coordinate site visits by FEMA and State representatives

DEBRIS OPERATIONS

- Ensure no hazardous waste in loads
- Record equipment detail for time and materials contracts
- Measure and certify trucks (periodic spot checking and re-certification:
percentage of total trucks)
- Verify scale calibration
- Determine and record load quantities on load ticket
- Complete and sign load tickets
- Maintain an inventory control process for load tickets
- Properly account for trucks that were not mechanically loaded
- Ensure that trucks are completely unloaded at DMS
- Monitor DMS development and restoration

OTHER RESPONSIBILITIES

- Check that debris has not been fluffed, wetted, or tampered with to impact load determination
- Establish a process to confirm that all debris is unloaded
- Do not make load calls from the ground
- Do not allow contractor to influence load calls

(E) **Roving Monitors:** The function of the Roving Monitors is to verify that only eligible debris is being removed from eligible property within assigned debris pickup zones in the City of New Orleans. The Roving Monitors shall also photographically document hazardous trees (leaners and hangers).

(F) **Debris Management Consultant:** The Consultant shall provide, if requested by the City, the services of an experienced professional consultant to assist the City in the operations and coordination of activities at the EOC. The qualified individual must have direct Debris Management experience including the management of debris removal operations, the oversight of temporary debris storage and reduction sites, debris recycling and disposal. Emphasis on the management and coordination of post debris causing event recovery and FEMA reimbursement guidelines are required.

- The consultant shall report to the City. The consultant shall perform work as assigned which may include but not be limited to review of plans and procedures; drafting task orders, work plans, and reports; audit of debris removal contractors efforts and operations; develop information for public dissemination on debris removal; reduction and disposal; and other duties as assigned.
- The City will issue a task order to mobilize the consultant. The consultant shall be available on site at the EOC for a minimum of two (2) weeks following mobilization. The Debris Manager shall establish the service requirements and length of time those services should be retained based on the needs of the City.

(G) **Cost/Billing Manager**

- Receive and distribute vendors' invoices for review and approval.
- Process vendors' invoices for payment recommendation.
- Review invoices for coding and amount accuracy.
- File the vendors' invoices and maintain the folders.
- Resolve and handle vendors' billing problems and issues, along with the Project Manager.
- Develop and manage the cost tracking software program for each project, correctly code and process invoices, provide monthly cost analysis reports, reconcile project costs with vouchers, maintain project expenditure files.

(H) **Health & Safety Manager**

- Management of health and safety program
- Conduct environmental safety audits and inspections

- Provide OSHA recordkeeping/medical surveillance monitoring
- Development and review of site safety and health plans
- Conduct safety training for company employees and the Consultant's subcontractors

(I) Logistics **Coordinator**

- The Logistics Coordinator provides all resources and support for the response operation, including procurement, delivery arrangements, and deployment of the resources. Resources may include facilities, transportation supplies, equipment maintenance, food/water/shelter, staffing support, and any services and material in support of the incident.
- The Logistics Coordinator ensures that all emergency expenses are tracked by site, and that complete and accurate records are provided. In small incidents the Logistics Coordinator may also be responsible for financial and cost analysis aspects of the incident.

(J) Quality **Control Manager**

- Maintain ISO 9001:2000 certified quality management system.
- Ensure that processes needed for the quality management system are established, implemented, and maintained.
- Schedule, conduct, and report internal quality system audits.
- Guide process improvement team to ensure processes are reviewed for continual improvement.
- Collect and analyze production data to enable trend analysis. Provide effective communications and interactions.
- Interact with customers and debris removal contractors on quality related issues including quality audits.

4.14.3 EMPLOYMENT REQUIREMENTS

(A) The employment of unauthorized aliens by any Consultant is considered a violation of Section 274A of the Immigration and Nationality Act. If the Consultant knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any subcontractors used by the Consultant as well.

(B) The Loading Site, Management Site, Roving and Supervising Monitors must speak English, be a minimum of eighteen (18) years of age, and have a valid driver's license issued in the United States.

(C) All Loading Site, Management Site, Roving and Supervising Monitors must have experience in at least one of the following:

- Entry level engineer
- Solid waste site operations
- Construction inspector

- Land clearing operation
- Entry level surveyor
- Solid waste collections
- Previous experience in similar monitoring or inspection

(D) All Loading Site, Management Site, Roving, and Supervising Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of ten (10) feet high.

(E) All Loading Site, Management Site, Roving, and Supervising Monitors must attend a one-half day debris monitor training session to be conducted before the start of the first shift. Training will be the responsibility of the Consultant and must be approved by the City.

Monitoring Sites: The Consultant is to have a Loading Site Monitors stationed with each debris removal crew. As debris loads are completed, the Debris Loading Site Monitor will give the debris load hauler a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and at a minimum must contain either a street address or the nearest intersection to be valid. The Debris Management Site Monitor will estimate the volume of debris hauled at the debris management site.

4.14.4 SAFETY AND HEALTH STANDARDS

(A) All personnel of the Consultant must wear required safety equipment as necessary to comply with all OSHA, Federal, State, and local requirements.

(B) The Consultant shall provide monitors with a telephone contact list of the employee's supervisor, and nearest fire, police, and emergency medical facilities.

(C) The Consultant shall ensure that personnel of the Consultant adhere to all appropriate site safety requirements.

4.14.5 OTHER CONSIDERATIONS

(A) The Consultant shall supervise and direct all work using qualified labor and proper equipment for all tasks. Safety of the Consultant's personnel and equipment is the responsibility of the Consultant. Additionally, the Consultant shall pay for all materials, personnel, taxes, and fees necessary to perform work under the terms of the proposed contract.

(B) The Consultant must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work being sought through this RFP.

(C) The Consultant shall be responsible for determining what permits shall be necessary to perform Consultant's work under the proposed contract. Copies of all permits shall be submitted to the City before commencing work.

(D) During the performance of this contract, the Consultant shall be responsible for correcting any notices of violations issued as a result of actions or operations of the Consultant or its subcontractors. Corrections for any such violations shall be at no additional cost to the City.

(E) The Consultant shall be responsible for paying all costs associated with violations of law or regulations relative to activities of the Consultant. Such cost might include but are not limited to: site cleanup and remediation, fines, administrative and civil penalties, third party claims imposed on the City by any regulatory agency or by any third party as a result of noncompliance with federal, state or local, environmental laws and regulations or nuisance statutes by Consultant, its subcontractors, or any other persons, corporations or legal entities retained by the Consultant under this contract.

(F) The Consultant must attend all meetings required by the Director of Sanitation to evaluate the performance of all monitors or to discuss any operational or contract issues.

(G) The Consultant must provide sufficient personnel and management to assure the policies and procedures developed meet the requirements and intent of the contract.

(H) Consultant will supply door hangers and tags for ineligible debris. The City must approve the format for both. Door hangers will be distributed at the discretion of the City for all ineligible debris piles.

(I) The Consultant shall develop a Policy and Procedures Manual and a training course for monitors. The manual and training course must be submitted for approval by the City within thirty (30) days of signing the Contract.

(J) Annually, the Consultant must present a day-long course in disaster recovery, policy and procedure for the benefit of the Consultant, City staff involved in the debris removal process and the City's debris removal contractors.

(K) It shall be the responsibility of the Consultant to certify that the debris removal contractors have collected all eligible debris in accordance with the City, State, and Federal policies within specified

geographical areas and prior to specified City timeframes. The Consultant shall be responsible for any management or inspection related services associated with the collection of eligible debris that was available for collection prior to the deadline however was not collected prior to the specified deadline established by the City. For example, if the debris removal contractor certifies that all eligible debris on Street X has been collected and it is subsequently determined that none or only some of the debris on Street X has been collected during a specified timeframe or prior to a specified deadline, **the Consultant shall be responsible to cover the cost of personnel and equipment to oversee the removal of uncollected eligible debris on Street X, at no cost to the City.**

5.0 AUTOMATED DEBRIS MANAGEMENT SYSTEM (ADMS)

• 5.1 OVERVIEW

The following scope of work is intended to provide basic standard for an automated debris management system ("ADMS") in order to meet the following objectives:

- Electronically collect all data and reporting elements required for reimbursement and payment of performed work and require all entities involved to work off the same set of data;
- Provide real-time or same day transmission of ticket data;
- Make data available to all parties involved via secure website and provide granular security by project, contractor, subcontractor, and independent haulers;
- Paperless electronic (handheld device) data collection;
- Duplicate databases for government, consultant, and contractor use. Consultant database will be internet accessible to subcontractors, city, state and other public entities on a need-to-know basis;
- Minimal manual entry of traditional debris paper load ticket data fields;
- Automation of debris pickup location through use of GPS/GIS technologies;
- Evaluation of daily event status using web-based reporting and GIS tools, and
- Coordination of contractor invoices, FEMA documentation and applicant payment processes enabled through an integrated database management system.

• 5.2 ELECTRONIC DATA COLLECTION

The ADMS system shall provide the following data collection features:

5.2.1 Certification - Record all projects assets including, but not limited to, project personnel and equipment. These records shall include the project name, the subcontractor, contact information, and photo identification as well as any

other information deemed necessary for the execution of the project and its reporting requirements. Truck certification data will include detail dimensions, capacity, and weights of hauling units. The collected information must be transferrable to a central database and made available to DMS site locations in real-time or a daily batch update.

5.2.2 Electronic Collection - Loading site/origin information shall be performed by collection monitors without any handwritten information and shall be electronically generated. The system must be capable of capturing the following data elements:

- Unique Load Ticket Number;
- Municipality/Applicant;
- Task/Project Code, if applicable;
- Truck Number;
- Material Type;
- Date/Time Loaded;
- Loading Collection Inspector/Monitor;
- Location Address or Latitude/Longitude;
- Additional Notes, if applicable;

5.2.3 DMS (Debris Management Site) Site Ticketing – System will provide electronic collection of data elements generated by collection monitors above. System shall provide verification of truck certification data and be capable of providing photo documentation of each hauling unit. The ADMS shall be capable of producing an electronically generated 4-part printed ticket at the DMS and not require any handwritten tickets elements. Records shall, at a minimum, capture the following data elements:

- Unique Load Ticket Number;
- Municipality/Applicant;
- Task/Project Code, if applicable;
- Truck Number;
- Volume Capacity;
- Material Type;
- % Full and/or Actual Cubic Yards or Weight;
- Load Date/Time;
- Collection Monitor ID Number;
- DMS Site Monitor ID Number;
- Unloading Date/Time;
- Unloading Inspector/ QA Monitor;
- DMS Name/Identifier;
- Load Location Address or Latitude/Longitude;
- Additional Notes, if applicable;

• **5.3 DATA TRANSMISSION**

The system shall be required to transmit data at timed intervals by operator to

central database via secure connection and post the above records, at minimum, every hour if cellular service is available. In the event cellular service is unavailable the system will be required to post records at end of day before processing of next day's loads.

• **5.4 DATA AND WEBSITE ACCESS**

The system shall provide access to all load ticket data and DMS ticket data via platform secure web browser. In addition to queries and reporting capability, the system shall provide GIS mapping of load data elements based on the load origin as well as DMS data elements based upon the debris' destination. The system shall require each user to have a unique username & password to access the data.

The ADMS shall be capable of providing granular security by Agency, Contractor, Subcontractor, and independent hauler. Limiting access to data based on each organization's rights established on the project.

The following methods of query capability shall be available to each, independent user -

- Ticket Date Range;
- Ticket Number;
- Task/Project Code, if applicable;
- Contractor/Subcontractor;
- Truck Number;
- Truck Capacity;
- DMS Name/Identifier;
- % Full and/or Actual Cubic Yards or Weight;
- Haul Distance (0-15 Miles, 16-31 Miles, 31+) based on load origin;
- Collection, Load site, monitor;
- Load Collection time;
- DMS site monitor;
- Off-Load time;
- Material Type;

• **5.5 STUMPS AND LEANERS/HANGERS**

5.5.1 Stumps - The system must be capable of recording Stump tickets by measuring the stump diameter in addition to recording the same elements recorded by cubic yard load collection monitor. Also, each handheld unit shall be capable of capturing a picture ID of the stump and associating that picture with each measured stump. The DMS site must be capable of recording the stump ticket recording similar data elements and differentiating those loads from normal cubic yard tickets. The system shall also be capable of converting stump CY quantities based on the published FEMA conversion table.

- **5.6 SYSTEM REQUIREMENTS**

- The system utilizes secure handheld units (“HHU”). The HHU devices have the capability to download data collected in the field, such as fields from traditional debris paper load tickets as well as truck certification information, to the system databases, as well as the capability to transmit data directly from the HHU to the system databases if commercial data communications infrastructure is available.
- The system has a database capable of storing all data collected in the field. Data uploads are made, at a minimum, daily with the goal being real time updates. A government or contractor ticket manager uses a GPS equipped HHU to initiate debris data collection on a smart card at pickup sites. A government assigned disposal site tower manager uses a HHU to verify and quantify debris data on smart card, then transmit/upload or manually transfer the information to the government database via secure protocol.
- The system includes the capability to share database records with contractors, subcontractors, and customers via the internet. Data contained in the system is password protected, implement role-based access controls and has viewing, printing, and editing capabilities. Each contractor, subcontractor and customer will have permissions that allow only them to review and print information specific to their need. The system also has the capability to generate reports on all aspects of the debris mission.

6.0 REPORTING AND DOCUMENTATION

At a minimum, the Consultant shall provide monthly verified invoices from each debris removal contractor with all the documentation needed to obtain FEMA reimbursement to the City. The Consultant shall provide a weekly status report indicating how much of each type of debris was collected in each zone and a list of damage claims with a status of resolution. Every Consultant should describe what deliverables will be provided, per their proposal. The Consultant shall provide a daily update for the City’s website showing streets that were collected the previous day and the progress made on each debris collection pass overall. The City should also have real time access to monitor’s progress through the web-based mapping application.

The deliverables must be provided to the City at assigned deadlines throughout the term of the contract. The deliverables shall include, but not be limited to, the following list. At its sole discretion, the City may add/or delete deliverables to meet the needs of the City.

- Original load tickets shall be boxed, bound by date, and sorted by ticket number
- Daily tower logs
- List of all personnel with signatures and initials
- Electronic files with damage reports, completed repairs, and releases, if applicable.

- Electronic files with issues and final resolution
- Map books boxed by pass with daily logs
- List of tickets issued to monitors, by monitor, and list of lost/voided tickets
- Each pile of ineligible debris will be tagged and a list compiled and submitted to the City. The City must approve format of the ineligible debris tag.

Daily Report- The Consultant shall prepare and submit daily operational reports throughout the duration of the recovery operations. Daily reports shall document the debris removal contractor's activities and progress from the previous day and shall be submitted by 7:00 a.m. to the City.

Each daily report shall contain the following minimum information:

- Reports, maps, and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled.

Final Report- A final report will be prepared by the Consultant and submitted to the Director of Sanitation within (30) days of completion of recovery operations, not to exceed 180 days from the date of the Disaster Event. Recovery Operations includes closure and remediation of DMS and conclusions of all related operations. At a minimum, this report will include: a discussion of disaster response requirements, results, and recommendations for future disaster response.

- All deliverables will be submitted both electronically in a PDF format and on paper.
- The Consultant shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP), and the City reserves the right to determine record-keeping method in the event of nonconformity. These records shall be maintained for five (5) years after the official date of the closeout of the project by FEMA. The records shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Louisiana Public Disclosure Statutes.

7.0 PAYMENT

(A) Consultant will perform the services herein on a time and materials basis with payment determination calculated by multiplying the hours of services rendered for individual personnel categories by the hourly billing rates shown in Consultant hourly rate schedule (attached) plus City approved incidental expenses.

(B) All labor rates are to be fully burdened to include all taxes,

benefits, handling charges, equipment, mileage, rentals, per diem, housing, overhead, profits and any other non-incidental expenses necessary to the execution of the contract.

Project personnel shall be signed in and out to the nearest quarter hour.

(C) All load tickets, forms, reports, and other deliverables shall be accurately and correctly submitted in the initial instance of submittal by the Consultant to the City to substantiate debris removal contractors' payments. The Consultant shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable prepared by Consultant after submittal to City.

(D) No overtime rates will be paid. The Consultant will be compensated for actual hours worked at straight time.

(E) Weekly Invoicing: Weekly invoices shall be required for the Consultant and debris removal contractors. Monthly invoices must be submitted within 30-day increments or as outlined by FEMA guidelines.

(F) Payment Schedule: Invoices will be processed for payment only after approval by the City, which shall not be unreasonably withheld. The Consultant(s) shall be responsible for reviewing the debris removal contractors' deliverables and invoices and for resolving any discrepancies that may exist. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate and consistent by the City.

(G) Payment of expenses considered incidental to the execution of the proposed contract are the sole discretion of the City. Examples of such expenses include but are not limited to the following: radio and/or television advertising, mass mailings, and the hanging of doorknockers. Typically, those expenses related to public information on a city-wide basis would be considered incidental. Furthermore, a test the City will use in determining if an expense is considered incidental is how easily the expenses could have been foreseen by the City or Consultant. The more difficult to predict the expense(s), the more likely the expense will be considered incidental to the execution of this contract. The Consultant may request in writing a predetermination of whether an anticipated cost(s) is incidental prior to submitting their bid in accordance with standard bidding procedures. The City reserves the right to be sole judge in determining whether an expense is considered incidental to the execution of this Contract.

Consultant shall cooperate with the City and any other contractors providing services to City, as needed.

Standard of Care: Consultant hereby represents and attests that it has the requisite skills and expertise necessary to perform the Services. Accordingly, Consultant shall be obligated to perform such services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which Consultant is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances. Consultant acknowledges and agrees that, at City's option, Consultant shall be obligated to re-perform, at no additional cost to City, any or all of the Services that fail to satisfy the foregoing standard of care.

APPENDIX

Exhibit A: Debris Zones Map

Exhibit B: Truck Certification Form

Exhibit C: Debris Removal Crew Composition

Exhibit A: Debris Zones Map

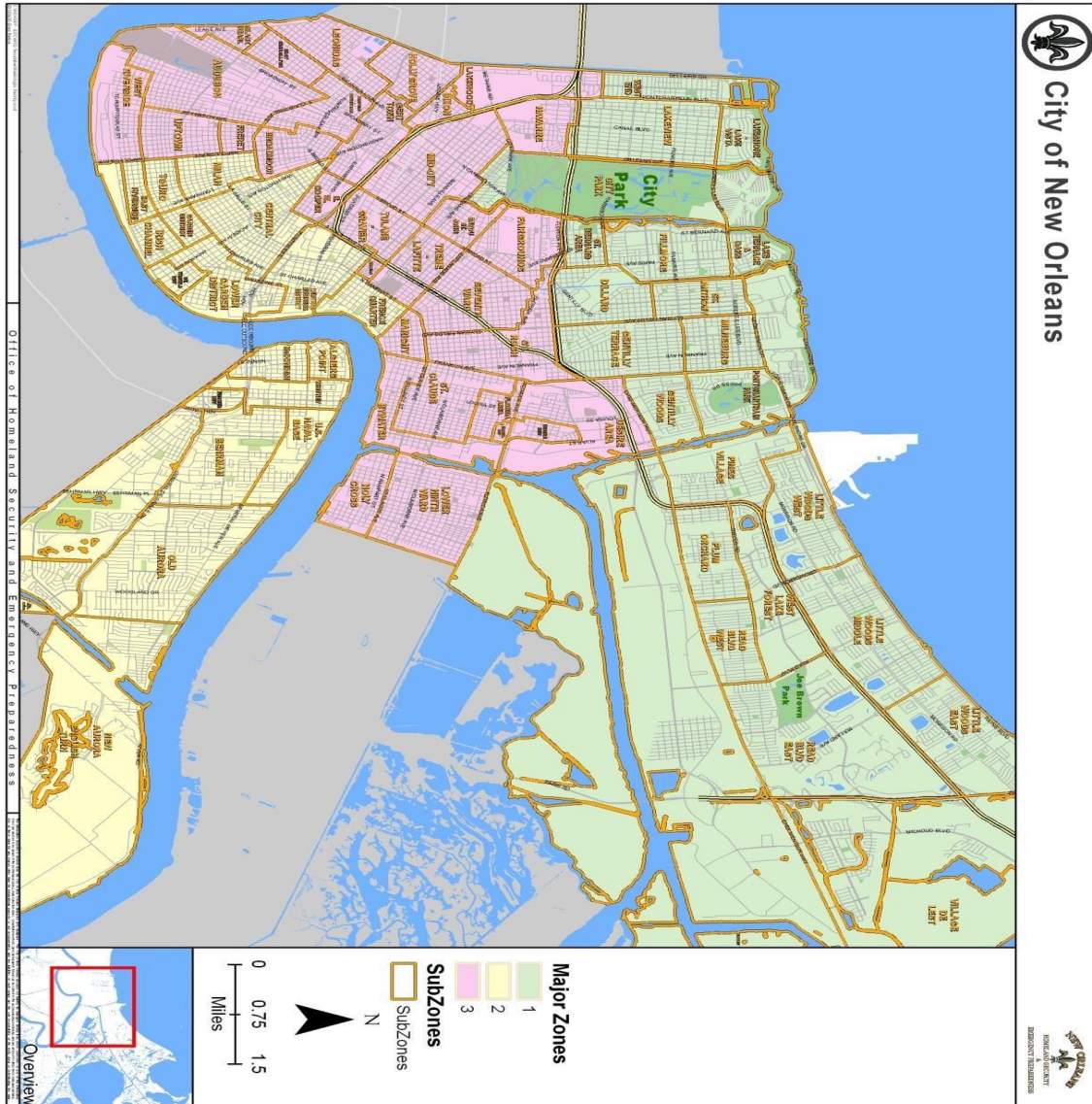


Exhibit B: Truck Certification Form

TRUCK CERTIFICATION

CAPACITY	VEHICLE I.D.

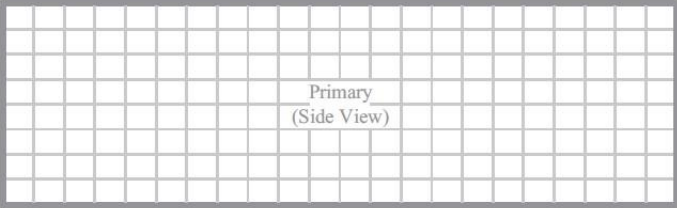
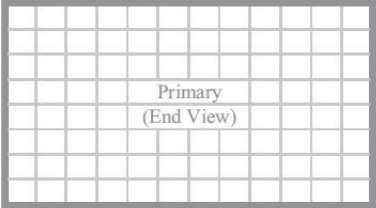
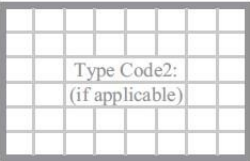
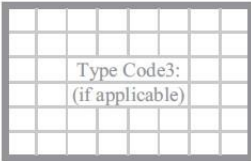
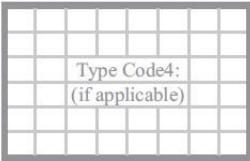
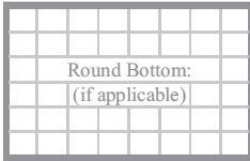
GENERAL INFORMATION							
Applicant:		Disaster #		Contractor:			
1st Tier Sub:		2nd Tier Sub:		Date:	Time:	A P	
Driver Name:		License #		State:	Expiration:		
Driver Phone:		Tag #		State:	Expiration:		
Vehicle Type: <input type="checkbox"/> Dump Truck <input type="checkbox"/> Hydraulic Dump Trailer <input type="checkbox"/> Non-hydraulic Dump Trailer <input type="checkbox"/> Semi-Trailer <input type="checkbox"/> Self-Loading Truck <input type="checkbox"/> Other: _____							
Features: <input type="checkbox"/> Sideboards <input type="checkbox"/> Dog Box <input type="checkbox"/> Curved/Angled Sides/Floor <input type="checkbox"/> Tail Gate Extension <input type="checkbox"/> Wheel Wells <input type="checkbox"/> Other: _____							
MEASUREMENT INFORMATION							
Primary Interior Dimensions:	L ₁	x W ₁	x H ₁	= V ₁	Inches (whole number)		
Modifications to Overall Interior Dimensions Circle "+" for Addition or "-" for deduction Type Code: A = Box Shape; B = Sideboards; C = Tail Gate Extension; D = Dog Box; E = Wheel Wells; F = Other							
Type Code ₂ :	L ₂	x W ₂	x H ₂	= V ₂	<input type="checkbox"/> ÷ 2	+ / -	
Type Code ₃ :	L ₃	x W ₃	x H ₃	= V ₃	<input type="checkbox"/> ÷ 2	+ / -	
Type Code ₄ :	L ₄	x W ₄	x H ₄	= V ₄	<input type="checkbox"/> ÷ 2	+ / -	
Round Bottom Truck:	[π x (D ÷ 2) ² x L] ÷ 2		[3.14 x (_____ ÷ 2) ² x _____] ÷ 2		= V ₅		+ / -
V _{total} = Primary Interior Cubic Inches +/- Modification Cubic Inches				= V _{total}	CYD		
CYD = V _{total} / 46,656 (rounded to the nearest whole number)							
VEHICLE SKETCH							
							
							
Measured by:		I.D. #	Calculated by:		I.D. #	Checked by:	
Applicant Representative (print):		I.D. #	Contractor Representative (print):		I.D. #		
Signature:				Signature:			
<i>White - Applicant Green and Yellow - Contractor Pink - Driver Gold - Site Copy</i>							

Exhibit C: Debris Removal Crew Composition

- Crew Type A, which consists of (1) garbage truck, (2) hoppers, and (1) operator;
- Crew Type B, which consists of (1) self-loader, (2) flagmen, (2) laborers, and (1) operator;
- Crew Type C, which consists of (1) bobcat, (3) dump trucks, (2) flagmen, (2) laborers, (1) operator, and (3) drivers;
- Crew Type D, which consists of (2) Aerial Lift Trucks, (2) Forestry Trucks, (2) Chippers and (2) 3-man crews (One LA licensed arborist is required to supervise the forestry crews in this Zone);
- Crew Type E, which consists of (1) 30-yard roll-off dumpster, (2) laborers.

ZONE

- Crew Type A: 4 crews
- Crew Type B: 13 crews
- Crew Type C: 13 crews
- Crew Type D: 2 crews
- Crew Type E: 1 crew

[The remainder of the page is intentionally left blank]

Part 2 - Price Proposal

Fee Proposal

- Each Prospective Consultant must complete, execute, and submit the Fee Proposal Form included herewith.
- The Fee Proposal attached hereto shall be submitted and shall include all costs associated with the performance of the contract including travel and out-of-pocket expenses.

Hourly Labor Rate for Debris Monitoring and Other Post-Event Field Services.

Position	Hourly Rate
Project Manager/Liaison Officer	\$
Supervising Monitor	\$
Loading Site Monitor	\$
Debris Management Site Monitor	\$
Roving Monitor	\$
Debris Management Consultant	\$
Cost/Billing Manager	\$
Health and Safety Manager	\$
Logistics Coordinator	\$
Quality Control Manager	\$

[ATTACHMENTS B THRU F ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

SECTION 11.2.

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SUBMITTED WITH RESPONSE

INSTRUCTIONS:

- Documents must be signed by an authorized representative of the entity or it will not be accepted.
- For Affidavits: the document must be notarized, or it will not be accepted.
- For Affidavits: Affiant **MUST** select when required or the affidavit will not be accepted.

Instructions sheet may be omitted when submitting the affidavit.

ATTACHMENT B
CITY OF NEW ORLEANS
DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

I - DBE PROGRAM COMPLIANCE

The requirements of the City of New Orleans ("City") Disadvantaged Business Enterprise ("DBE") Program apply to this Agreement. It is the policy of the City to practice nondiscrimination based on social and economic disadvantage, race, color, gender, disability and national origin in the award and performance of contracts.

In consideration of this policy and pursuant to Division 2 of Article IV of Chapter 70 of the Code of the City, the City enacted the DBE Program for all City contracts.

Contractor agree to use its best efforts to fully and completely carry out the applicable requirements of the City's DBE Program in the award and administration of this Agreement, including without limitation, all reporting requirements and established DBE participation percentage. The Contractor's failure to carry out these requirements, as determined in good faith by the City's Office of Supplier Diversity ("OSD"), shall be deemed a material breach of this Agreement. This material breach may result in the termination of this Agreement and/or the pursuit of any other remedies available to the City under any applicable law, ordinance, or rule, including, but not limited to those set forth in the City's Policy Memorandum for the DBE Program

II - DBE CONTRACT GOAL

The requested DBE Contract Goal is listed in the contract section of the invitation to bid.

NOTE: All non-public works contracts have a default goal of 35% DBE participation.

Participation shall be counted toward meeting the contract goal based on the following:

1. Only business entities certified as SLDBE or LAUCP-DBE are counted toward the contract DBE participation goal.
2. The Bidder/Proposer may count only the total dollar value of the subcontract awarded to certified DBE subcontractor/supplier(s) toward the contract goal.
3. A Bidder/Proposer can count 100 % of the DBE's participation provided that the DBE has committed to performing at least 51% of the work with its own forces.
4. Bidder/Proposer may count 100 % of DBE Manufacturer Supplier's participation and 60 % of DBE Non-Manufacturer supplier's participation toward its contract goal.
5. When the Bidder/Proposer is in a joint venture with one or more DBE business entities, the OSD, after reviewing the joint venture agreement, shall determine the percent of participation that will be counted toward the contract goal.

6. Bidder/Proposer may count toward its contract goal only those DBE subcontractors/suppliers performing a Commercially Useful Function.

“DBE Commercially Useful Function means” a discrete task or group of tasks, the responsibility for performance of which shall be discharged by the DBE firm by using its own forces or by actively supervising on-site the execution of the tasks by another entity for whose work the DBE firm is responsible. In determining whether a certified firm is performing a commercially useful function, factors including, but not limited to, the following shall be considered:

- a. Whether the business entity has the skill and expertise to perform the work for which it is being utilized and possesses all necessary licenses;
- b. Whether the firm is in the business of performing, managing, or supervising the work for which it has been certified and is being utilized;
- c. Whether the DBE subcontractor is performing a real and actual service that is a distinct and verifiable element of the work called for in a contract.
- d. Whether the DBE subcontractor performed at least thirty percent (30%) of the cost of the subcontract (including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own forces.

III - DBE DIRECTORY

Contractors may only utilize certified SLDBE and/or Louisiana Unified Certification Program (LAUCP) DBE firms from the following lists to meet the City’s DBE Program goals.

- a. Contractors agree to utilize the City’s SLDBE directory of certified firms as a first source when searching for certified DBE business entities. The SLDBE directory includes entities certified through Sewerage and Water Board of New Orleans, New Orleans Aviation Board and Harrah’s New Orleans. The SLDBE directory is available at www.nola.gov.
- b. The Louisiana Unified Certification Program (“LA UCP”) directory is available at www.dotd.louisiana.gov.

Information on locating these directories may also be requested from the OSD at supplierdiversity@nola.gov.

IV - GOOD FAITH EFFORT POLICY

In accordance with Sec.70-461 of the City Code, the City shall reject any bid and shall not award, enter into or amend any contract that is not supported by documentation establishing that the Bidder/Proposer has met the applicable contract DBE participation Goal or made Good Faith Efforts to the applicable contract DBE participation goal.

Good Faith Efforts are steps taken to achieve a contract DBE participation goal or other requirements which, by their scope, intensity and usefulness demonstrate the

Bidder's or Proposer's responsiveness to fulfilling the City's DBE Program goals prior to the award of a contract, as well as the Contractor's responsibility to put forth measures to meet or exceed the contract DBE participation goal throughout the duration of the contract.

The OSD shall be responsible for determining whether a Bidder/Proposer has made their best efforts to achieve the DBE Program contracting objectives. In making this determination, the DBE Compliance Officer shall consider the following factors:

A. SPECIFIC PORTIONS OF WORK IDENTIFIED FOR DBE SUBCONTRACTOR:

- i. Bidder/Proposer listed all selected scopes or portions of work to be performed by DBEs in order to increase the likelihood of meeting the contract goal for the project
- ii. Bidder/Proposer listed the estimated value of each scope or portions of work identified.

B. NOTIFYING CERTIFIED DBEs OF CONTRACTING OPPORTUNITIES:

- i. Bidder/Proposer contacted the OSD to request submission of subcontracting opportunities on the DBE Opportunities page.
- ii. Bidder/Proposer included a copy of each announcement or notification.

C. INITIAL SOLICITATION & FOLLOW-UP:

- i. Bidder/Proposer listed all certified DBE firms that received written notification of work items to be subcontracted and documented the certified firm's response.
- ii. Bidder/Proposer included copies of the written notice(s) sent to certified firms.

D. NEGOTIATE IN GOOD FAITH:

- i. Bidder/Proposer provided an explanation for any rejected DBE bid or price quotation.
- ii. Bidder/Proposer included a copy of the written rejection notice including the reason for rejection to the rejected DBE firm.

If a Bidder/Proposer fails to submit documented Good Faith Efforts as outlined, the bid shall be considered non-responsive.

The OSD may take into account the performance of other Bidders/Proposers in meeting the contract DBE participation goal and may, if deemed advisable, request further information, explanation or justification from any Bidder/Proposer. For example, Bidder's past performance on similar contracts with similar scopes and/or a Proposer's prior history utilizing DBEs will also be taken in consideration when determining Good Faith Efforts.

Good Faith Efforts shall be monitored throughout the life of the contract and evaluated on a case-by-case basis in making a determination whether a Bidder or Proposer is in compliance with the Good Faith Effort policy.

To obtain a copy of the Good Faith Effort Policy contact OSD at supplierdiversity@nola.gov.

V - REQUIRED DBE FORMS for RFPs/RFQs

Request for Proposals ("RFP") / Request for Qualifications ("RFQs"):

To ensure the full participation of DBE's in all phases of the City's procurement activities, all Proposers at time of proposal submission shall complete and submit a DBE Participation Plan.

- 1. DBE Participation Plan (Attachment "B"):** A completed DBE Participation Plan shall be considered a methodology on how the Proposer plans to meet the contract DBE participation goal if awarded the project.
 - a. If a DBE Participation Plan (Attachment "B") is not submitted, it shall be determined that the Respondent was non-responsive to the DBE provisions and the proposal will not be evaluated by the selection committee.
- 2.** Within ten (10) days of the City's issuance of the Notice to Award letter, the selected Proposer shall complete and submit a DBE Compliance Form-1: This form is used to establish your DBE commitment on a City Bid, RFP or solicitation response. The selected Proposer shall provide a list of all proposed DBE subcontractor(s).
 - a. If the amount of DBE participation committed on DBE Compliance Form-1 is less than the Contract Goal, the selected Proposer shall complete DBE Compliance Form-2: This form is used to document Good Faith Efforts when the amount of DBE participation committed on DBE Compliance Form-1 is less than the contract DBE participation goal. The selected proposer shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on DBE Compliance Form-2.

The OSD shall review the contents of all required DBE Compliance Forms and may, if deemed advisable, request further information, explanation or justification from any Bidder/Respondent. Thereafter, the Contractor shall be bound by the established percentage, as approved by the OSD.

VI - CONTRACTOR COOPERATION

The Contractor shall:

- 1.** Designate an individual as the "DBE Liaison" who will monitor the Contractor's DBE participation as well as document and maintain records of "Good Faith Efforts" with DBE subcontractors/suppliers ("DBE Entities").
- 2.** Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - a. The Contractor shall provide the DBE Compliance Officer ("DBECO") with copies of said contracts within thirty (30) days from the date the Agreement is fully executed between the City and the Contractor.
 - b. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.

3. Establish and maintain the following records for review upon request by the OSD:

- a. Copies of written contracts with DBE Entities and purchase orders;
- b. Documentation of payments and other transactions with DBE Entities;
- c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of "Post-Award Good Faith Efforts" for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;
- d. Any other records required by the OSD.

The Contractor is required to maintain such records for three (3) years after completion or closeout of the Agreement. Such records are necessary to determine compliance with their DBE obligations.

- 4. Post monthly payments and submit regular reports to the DBECO as required via the online "Contract Compliance Monitoring System" or other means approved by the OSD.
 - a. The Contractor shall submit the initial report outlining DBE participation within thirty (30) days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth (15th) day of each month until all DBE subcontracting work is completed.
 - b. Reports are required even when no activity has occurred in a monthly period.
 - c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.
 - d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.
- 5. Conform to the established percentage as approved by the OSD.
 - a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.
 - b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
 - c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

VII - POST-AWARD MODIFICATION

The OSD may grant a post-award modification request if:

- a. for a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or
- b. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

VIII - MONITORING DBE PARTICIPATION

To ensure compliance with DBE requirements during the term of the Agreement, the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers ("DBE Entities") through the following actions:

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

IX - FAILURE TO COMPLY

If the DBECO determines in good faith that the Contractor failed to carry out the requirements of the DBE Program, such failure shall be deemed a material breach of this Agreement. This material breach may result in the termination of the Agreement and/or the pursuit of any other remedies available to the City under any applicable law, ordinance, or rule, including, but not limited to those set forth in the City's Policy Memorandum for the DBE Program.

All DBE Compliance forms are maintained by the OSD and are subject to change.

Please contact the OSD at supplierdiversity@nola.gov to request a copy of all DBE referenced documents.

**DBE COMPLIANCE FORM-3 IS ATTACHED SEPARATELY TO
THIS RFP ON THE SUPPLIER PORTAL**

[ATTACHMENTS C THRU F ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

ATTACHMENT C CONFLICT OF INTEREST

INSTRUCTIONS:

- **You are required to submit ONLY ONE FORM: either C1 or C2 with your response.**
- **DO NOT COMPLETE AND SUBMIT BOTH.**
- **If you did not identify a conflict, you must complete and submit Attachment C1.**
- **If you identified a conflict, you must complete and submit Attachment C2.**

Instructions sheet may be omitted when submitting the affidavit

**ATTACHMENT C1
CITY OF NEW ORLEANS
ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION**

STATE OF _____

COUNTY/PARISH OF _____

Before me, the undersigned authority, came and appeared (*first and last name*) _____
_____, who, being first duly sworn, deposed, and said that:

1. He/She is the (*title*) _____ and
authorized representative of (*name of respondent*) _____
_____, hereafter called "Respondent."
2. The Respondent submits the attached proposal in response to City of New Orleans
Solicitation No. _____.
3. The Respondent certifies that, prior to submitting the attached proposal, the Respondent
conducted an internal review of its team, including the sub-contractor(s) listed in the
proposal, for potential, real, or perceived Organizational Conflicts of Interest.
4. The Respondent further certifies that, to the best of its knowledge and belief except as
otherwise disclosed, it does not have any organizational conflict of interest.

Respondent Representative Signature

Print or Type Name

Address

Sworn to and subscribed before me, _____, Notary Public, this _____ day of _____
_____, 20____.

Notary Public (signature)

Notary Public Name

Notary ID#/Bar Roll#: _____

[ATTACHMENTS C2 THRU F ON FOLLOWING PAGES]

ATTACHMENT C2
CITY OF NEW ORLEANS
ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE AND
AVOIDANCE/NEUTRALIZATION/MITIGATION PLAN

STATE OF _____

COUNTY/PARISH OF _____

Before me, the undersigned authority, came and appeared (first and last name) _____
_____, who, being first duly sworn, deposed, and said that:

1. He/She is the (*title*) _____ and
authorized representative of (*name of respondent*) _____
_____, hereafter called "Respondent."

2. The Respondent submits the attached proposal in response to City of New Orleans
Solicitation No. _____.

3. The Respondent hereby confirms the following organizational conflict of interest:

a. Description of the OCOI

i. Name of Person or Firm Conflicted: _____

ii. Past/Current/Future Project Name and Scope of Work: _____

iii. Description of the Conflict of Interest: _____

b. Avoidance/Neutralization/Mitigation Plan

ATTACHMENT D
CITY OF NEW ORLEANS
RESPONSIBILITY QUESTIONNAIRE

If you choose to circle "N/A", you must provide a written explanation on a separate document and submit it with this questionnaire in your response.

ATTACHMENT D - CITY OF NEW ORLEANS RESPONSIBILITY QUESTIONNAIRE

No.	Questions	Circle Answer
1.	Is your firm in good standing with the Louisiana Secretary of State or other state of incorporation (if your firm is incorporated in another state) at the time of submission of your response?	YES NO N/A
2.	Have you or your firm's incorporation been cancelled, revoked, suspended, forfeited by the state of incorporation in the last 5 years?	YES NO N/A
3.	Do you or your firm owe tax to the City of New Orleans?	YES NO N/A
4.	Do you or your firm have adequate staffing resources to perform the work described in this RFP?	YES NO N/A
5.	Do you or your firm possess adequate insurance for the work described in this RFP?	YES NO N/A
6.	Have you or your firm been denied insurance coverage in the last 5 years?	YES NO N/A
7.	Have you or your firm been terminated for cause from a contract with a public agency in the last 5 years?	YES NO N/A
8.	Have you or your firm been declared non-responsible to or prevented from bidding or performing work or subcontract in the last 5 years?	YES NO N/A
9.	Have you or your firm been debarred or suspended by the Federal Government or the State of Louisiana or the state where your firm is incorporated?	YES NO N/A
10.	Is there a proceeding pending relating to your firm's responsibility, debarment, suspension, or qualification to receive a public contract?	YES NO N/A
11.	Did you or someone from your firm colluded, conspired, connived, or agreed, directly, or indirectly with any other respondent, firm or person to submit a collusive or sham bid in connection with this RFP?	YES NO N/A
12.	Do you or your firm comply with the City's hiring requirements contained in the city code?	YES NO N/A

This questionnaire was completed by:

First and Last Name

Title

Signature

Date

[ATTACHMENTS E THRU F ON FOLLOWING PAGES]

SECTION 11.3.

**CONTRACT TERMS AND CONDITIONS AND
INSURANCE**

ATTACHMENT E

CITY OF NEW ORLEANS

INSURANCE REQUIREMENTS

Except as otherwise noted, for the duration of this Agreement or the performance of work required by this Agreement, the Contractor agrees to have and maintain the policies set forth in said Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval from the City of New Orleans as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City of New Orleans.

Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

Minimum Requirements:

Workers' Compensation & Employers Liability

a. Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000. All employers must provide this insurance or be registered as a "Self-Insured" entity within the State.

Commercial General Liability

a. Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, products/completed operations, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate.

Business Automobile Liability

a. Insurance with a combined single limit of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

Professional Liability (Errors & Omission)

a. As professional services are required under the contract, Contractor shall maintain or cause to be maintained, professional liability coverage specific to the contractors profession with limits of liability of not less than \$2,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement.

b. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full extended reporting period (ERP) coverage.

General Provision and Requirements

a. Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage.

b. The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that failure to comply nor full compliance with the foregoing insurance requirements shall limit of relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractors obligations and/or Scope of Work. Contractor shall be responsible for any losses, expenses, damages, claims and/or suits and cost of any kind which exceed the Contractors limits of liability that arise from the performance of work under the Contract.

Certificates of Insurance Additional Insured Status:

i. The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds" on the CGL and AL policies with respect to liability arising out of the performance of this Contract.

ii. Additional Insured status can be provided in the form of an endorsement to the Contractors insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans - Risk Manager as Certificate Holder and be delivered via U.S. Mail to (Department of Sanitation, 1300 Perdido Street, Suite 1W30, New Orleans, LA 70112), with a copy forwarded to 1300 Period Street, Attn: Risk Management, Suite 9E06 – City Hall, New Orleans LA 70112.

iii. Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Subcontractors' liability shall be covered by the Contractor.

iv. The Additional Insured box shall be marked "Y" for Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability.

General Requirements:

i. Primary Coverage - For any claims, liability, demands and/or suits related to this contract or Contractor's performance and furnishing or the work, whether it is performed by the Contractor, and Sub-contractor, partner, supplier or by anyone directly or indirectly employed by any of them to perform or furnish any of the work. Contractors' insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers.

ii. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractors coverage. At no time shall the Contractor allow any Sub-contractor to perform work without the required types and limits of required insurance coverage.

iii. The carriers/companies issuing the policies of insurance shall not have any

recourse against the City for payment of any premiums, deductibles, and retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Contractor.

iv. Claims Made Policies (If applicable) - The retroactive date must be shown and must be before the date of the Contract or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of 3 years after the termination of this Contract.

v. Waiver of Subrogation - The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Contract.

vi. Notice of Cancellation - Each insurance policy shall not be canceled, expire, or altered except without prior notice to the City of no less than 30 days.

vii. Acceptability of Insurers - Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

viii. If the City has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements, the City shall notify the Contractor in writing within thirty (30) days after receipt of the Certificates. The Contractor shall provide a written response to the objection within ten (10) days from the date of the notice.

ix. Upon failure of the Contractor or their sub-contractor to purchase, furnish, deliver, or maintain such insurance as provided herein, the Contract, at the discretion of the City may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the Contractor concerning indemnification.

x. Notice - The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days of the City's request - Copies of all policies of insurance, including all policies, forms, and endorsements.

Miscellaneous: Without notice from the City, the Contractor will:

i. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Contract is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Contract.

Special Risks or Circumstances:

i. The City of New Orleans shall reserve the right to modify these requirements, including limits, based on any change in the scope of work/contractor obligations, nature of the risk, insurer coverage, and/or other circumstances.

[ATTACHMENT F ON FOLLOWING PAGES

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**ATTACHMENT F
CITY OF NEW ORLEANS
CITY CONTRACT TERMS AND CONDITIONS**

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1. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE.

The Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this Contract, that the City shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

2. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.

The Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this Contract for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this Contract, or agreement for hire, and in connection with unemployment compensation only, that:

- a. The Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and
- b. Services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and

- c. The Contractor has been independently engaged in performing the services listed herein prior to the date of this Contract.

Consequently, neither the Contractor nor anyone employed by the Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

- 3. ASSIGNABILITY.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written consent of the City.

- 4. AMENDMENT.** The Contract shall not be modified except by written amendment executed by duly authorized representatives of the parties.

5. AUDIT AND INSPECTION:

- a. The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the City.

- b. The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

6. CHOICE OF LAWS. This Contract shall be construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.

7. COMPLIANCE WITH CITY'S HIRING REQUIREMENTS - BAN THE BOX.

A. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.

B. Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to

Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.

C. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect.

D. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

8. CONFLICT OF INTEREST. In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City.

9. CONSTRUCTION OF AGREEMENT. Neither party will be deemed to have drafted the Contract. The Contract has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly

accomplish the purposes and intentions of all parties. No term of the Contract will be construed or resolved in favor of or against the City or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of the Contract are provided for convenience only and are not intended to have effect in the construction or interpretation of the Contract. Where appropriate, the singular includes the plural, and neutral words and words of any gender include the neutral and other gender.

10. CONVICTED FELON STATEMENT.

The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

11. COST RECOVERY.

In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

12. DECLARED DISASTER.

A. Declaration. During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to the City on an as-needed and task-order-driven basis. Because of the uncertainty of the scale and/or type of emergency, the services to be provided by the Contractor will vary and may need to be adjusted as needs are identified. The Contractor may be requested to provide

a range of services. Said services may need to be rendered on a continual basis (24 hours / 7 days per week) during the declaration of an emergency.

B. Task Order. Notification and Personnel.

Prior or during the declaration of an emergency, the City will notify the Contractor via task order if the City requires the Contractor's support. Upon activation by task order, the Contractor will provide the City with contact information of personnel assigned to the task order; and coordinate with the City to identify any personnel available to meet the City's needs.

C. Purchase Order.

Once services are identified, the City will issue a purchase order to the Contractor. The City will issue a subsequent purchase order in case of additional needs for services, or may issue a modified purchase order if changes are made to the initial purchase order.

D. The Contractor will ensure that the City is provided with timely and accurate reports and other documentation, as requested.

13. DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM.

A. In General. The Contractor agrees to abide by the City Code sections 70-496, *et seq.*, to use its best efforts to carry out all applicable requirements of the City's DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City's Office of Supplier Diversity ("**OSD**") oversees the DBE Program and assigns a DBE Compliance Officer ("**DBECO**") to ensure compliance.

B. Monitoring. To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Contractor's use

of DBE subcontractors/suppliers (“**DBE Entities**”) through the following actions:

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

C. Cooperation. The Contractor shall:

1. Designate an individual as the “DBE Liaison” who will monitor the Contractor’s DBE participation as well as document and maintain records of “Good Faith Efforts” with DBE Entities.
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - a. The Contractor shall provide the DBECO with copies of said contracts within thirty (30) days from the date this Agreement is fully executed between the City and the Contractor.
 - b. The Contractor shall agree to promptly pay subcontractors, including DBE

Entities, in accordance with law.

3. Establish and maintain the following records for review upon request by the OSD:
 - a. Copies of written contracts with DBE Entities and purchase orders;
 - b. Documentation of payments and other transactions with DBE Entities;
 - c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of “Post-Award Good Faith Efforts” for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;
 - d. Any other records required by the OSD.

The Contractor is required to maintain such records for three (3) years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online “Contract Compliance Monitoring System” or other means approved by the OSD.

- a. The Contractor shall submit the initial report outlining DBE participation within thirty (30) days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth (15th) day of each month until all DBE subcontracting work is completed.
- b. Reports are required even when no activity has occurred in a monthly period.
- c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.
- d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.

- 5. Conform to the established percentage as approved by the OSD.

- a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.
- b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
- c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. Post-Award Modification.

The OSD may grant a post-award modification request if:

- a. for a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and

substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form - 1 is unable to perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or

- b. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts"

to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

14. DURATION. The services to be provided under the terms of this Contract shall begin upon execution of Contract and shall end no later than eighteen (18) months after. It is understood and acknowledged by all signers to this Contract that work described under these terms is to be accomplished during the time period specified herein.

15. EMPLOYEE VERIFICATION. The Contractor swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Contractor fails to provide

such the requested affidavit or violates any provision of this paragraph.

16. ENTIRE AGREEMENT. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

17. FAMILIARITY WITH LAWS

The Contractor shall be familiarized with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the Agreement.

These laws and/or ordinance will be deemed to be included in the Agreement, the same as though herein written in full.

18. NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, 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. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

19. EXCLUSIVE JURISDICTION AND VENUE. For all claims arising out of or related to this Contract, the Contractor hereby consents and yields to the jurisdiction of the Civil District Court for the Parish of Orleans, and expressly

waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

20. EXTENSION. This Contract may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Contract facilitates the continuity of services provided herein. This Contract may be extended by the City for three (3) additional one-year terms.

21. FORCE MAJEURE.

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of the City, provided such event was not caused by the negligence or misconduct of the City, by the failure of the City to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which

the City has provided required notice, the City may, at its sole discretion:

- a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
- b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to the Contractor and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

22. INCORPORATION INTO SUBCONTRACTS. The Contractor will incorporate these Contract Terms and

Conditions into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

23. INDEMNIFICATION.

A. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any services under this Contract; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Contract.

B. Limitation. The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, the Contractor

shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

24. INDEPENDENT CONTRACTOR STATUS.

The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

25. INVOICING. The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information: invoice number, contract or purchase order number issued by the City, and the name of the city department to be invoiced. The City may require changes to the form or the content of the invoice. The City may also require additional supporting documentation to be submitted with invoices.

26. LIMITATIONS OF THE CITY'S OBLIGATIONS.

The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

27. LIVING WAGES.

A. Definitions. Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. Compliance. To the fullest extent permitted by law, the Contractor

agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code (“**Living Wage**”);
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. Current Living Wage. In accordance with the Living Wage Ordinance, the current Living Wage per the Consumer Price Index data is equal to \$11.19. The Contractor shall be responsible for confirming the Current Living Wage by visiting <https://www.nola.gov/economic-development/workforce-development/>.

D. Adjusted Living Wage. In accordance with Section 70-806(2) of the City Code, the Contractor acknowledges and agrees that the Living Wage may be increased during the term of the Agreement. Any City contract or City financial assistance agreement (a) extending from one calendar year into the next or (b) with a term of longer than one year, inclusive of any renewal terms or extensions, shall require the Covered Employer to pay the Covered Employee an Adjusted Living Wage, accounting for

the annual Consumer Price Index adjustment. The indexing adjustment shall occur each year on July 1st using the Consumer Price Index figures provided for the calendar year ended December 31st of the preceding year, and thereafter on an annual basis.

E. Subcontract Requirements.

As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (“**Article**”). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. Reporting. On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

G. Compliance Monitoring.

Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “**OWD**”) and/or the Chief Administrative Office (“**CAO**”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the

Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. Remedies. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

28. NO THIRD PARTY BENEFICIARIES. The Contract is entered into for the exclusive benefit of the City and the Contractor, and the City and the Contractor expressly disclaim any intent to benefit anyone not a party to this Contract.

29. NON-EXCLUSIVITY. This Contract is non-exclusive and the Contractor may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Contract and the City may engage the services of others for the provision of some or all of the work to be performed under this Contract.

30. NON-SOLICITATION. The Contractor has not employed or retained

any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject Contract.

31. NON-WAIVER. The failure of the City to insist upon strict compliance with any provision of the Contract, to enforce any right or to seek any remedy upon discovery of any default or breach of the Contractor at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of the City's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

32. OWNERSHIP INTEREST DISCLOSURE. The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after thirty (30) days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

33. PAYMENT. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this

Agreement have been delivered, installed (if required), or rendered, and approved by the City after receipt by the City of properly submitted invoice via the City's supplier portal.

34. PERFORMANCE MEASURES.

A. Factors. The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; staff turnover; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. Failure to Perform. If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

35. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT. No elected official or employee of the City shall have a financial interest, direct or indirect, in the Contract, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, will render this Contract voidable by the City and

shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Contractor pursuant to this Contract without regard to the Contractor's satisfactory performance.

36. PROHIBITION ON POLITICAL ACTIVITY. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

37. REMEDIES CUMULATIVE. No remedy set forth in the Contract or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

38. SEVERABILITY. If a court of competent jurisdiction finds any provision of the Contract to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or, if reformation is not possible, the unenforceable provision will be fully severable and the remaining provisions of the Contract will remain in full force and effect and will be construed and enforced as if the unenforceable provision was never a part the Contract.

39. SUBCONTRACTOR REPORTING. The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to

perform work on the Contract with the City, the Contractor must provide notice to the City within thirty (30) days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty (30) days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

40. SURVIVAL. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, venue, choice of law, and warranties shall survive the expiration, suspension, or termination of the Contract and continue in full force and effect.

41. SUSPENSION. The City may suspend this Contract at any time and for any reason by giving two (2) business day's written notice to the Contractor. The Contractor will resume work upon five (5) business day's written notice from the City.

42. TAX CLEARANCE. (NEW PROVISION AS OF MARCH 2024) On or about March 1st of each calendar year that the contract is effect, the Contractor must complete a tax clearance form with the information from the contractor, sign it, and submit it to the department, board, or commission that manages the contract (Department). "Please supply a copy of a valid City of New Orleans Occupational License if the vendor is domiciled within Orleans Parish or Registration Certificate if the vendor is located outside of Orleans Parish. To get a copy of your documents visit: (<https://salestax.nola.gov>)

43. The Department will then use the tax clearance form to verify with the Departments of Revenue, Treasury, and Finance whether the Contractor is

delinquent with city taxes or not. If found delinquent, the Contractor must cure it, after being notified by the Department, or the contract could be terminated for cause. "Please supply a copy of a valid City of New Orleans Occupational License if the vendor is domiciled within Orleans Parish or Registration Certificate if the vendor is located outside of Orleans Parish. To get a copy of your documents visit: (<https://salestax.nola.gov>)

44. TERMINATION FOR CAUSE.

The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

45. TERMINATION FOR CONVENIENCE.

The City may terminate this Contract at any time during the term of the Contract by giving the Contractor written notice of the City's intention to terminate at least thirty (30) days before the date of termination.

46. TERMINATION FOR NON-APPROPRIATION.

This Contract will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Contract without the requirement of notice and the City will not

be liable for any amounts beyond the funds appropriated and encumbered for this Contract.

47. TERMS BINDING. The terms and conditions of the Contract are binding on any heirs, successors, transferees, and assigns.

48. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering into this Contract that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

EXHIBIT "B"
SPECIAL COMPLIANCE CONDITIONS FOR FEMA – FUNDED CONTRACTS

The Engineer is advised that this project is to be funded by FEMA. Notwithstanding any provision of the Agreement to the contrary, the following terms and conditions:

A. TERMINATION FOR CAUSE: The City and the Engineer shall each have the right to terminate this Agreement for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons therefore. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

B. TERMINATION FOR CONVENIENCE: The City shall have the right to terminate this Agreement without cause by giving the Engineer written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event that the City elects to terminate for convenience, the City shall be obligated to pay the Engineer only for those Services performed up to and through the date of termination.

C. RECORDS RETENTION AND ACCESS:

The Engineer shall grant the City, the State of Louisiana, the Federal Emergency Management Agency, the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of the Engineer which are pertinent to this Agreement for the purpose of making audit, examination, excerpts, and

The Engineer shall retain all required records for five (5) years or until such time as the State of Louisiana or the City of New Orleans make final payments and all other pending matters related to the Agreement are closed.

D. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS: As applicable, the Engineer shall comply with each of the following, all of which are incorporated herein by reference.

- Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60);
- The Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3);
- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
- 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 (Pub. L. 94–163, 89 Stat. 871)
- Unless duly suspended or revoked, the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5)
- Any and all applicable requirements as required by Federal Uniform Administrative Requirements (Appendix II to 2 CFR Part 200).

E. DEBARMENT, SUSPENSION, AND INELIGIBILITY: The Engineer represents and warrants that it and its sub-recipients are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

F. REMEDIES AND SANCTIONS AGAINST ENGINEER’S DEFAULT: The City retains all rights and recourse under Louisiana law to enforce this Agreement or recover damages in connection with any Engineer breach or violation hereof.

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[ATTACHMENT G ON FOLLOWING PAGES AND END OF SOLICITATION]

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**ATTACHMENT G
CITY OF NEW ORLEANS
FEDERAL COMPLIANCE PROVISIONS**

**FEDERAL COMPLIANCE PROVISIONS FOR
AGREEMENTS WITH CONTRACTORS From 2 CFR 200
Applies to all federal grants.**

- 1. REMEDIES FOR NON-COMPLIANCE**
- 2. TERMINATION FOR CAUSE AND TERMINATION FOR CONVENIENCE**
- 3. EQUAL OPPORTUNITY ACT**
- 4. EQUAL OPPORTUNITY ACT FOR FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS**
- 5. DAVIS-BACON ACT**
- 6. LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION**
- 7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
- 8. COPELAND "ANTI-KICKBACK" ACT**
- 9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**
- 10. CLEAR AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**
- 11. DEBARMENT AND SUSPENSION**
- 12. BYRD ANTI-LOBBYING ACT**
- 13. PROCUREMENT OF RECOVERED MATERIALS**
- 14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**
- 15. DOMESTIC PREFERENCES FOR PROCUREMENT**
- 16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**
- 17. ACCESS TO RECORDS**
- 18. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**
- 19. NO OBLIGATION BY FEDERAL GOVERNMENT**
- 20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

1. REMEDIES FOR NON-COMPLIANCE

If the Contractor fails to comply with federal statutes, regulations or the terms and conditions of a Federal award, the Department or the City may impose additional conditions, as described in 200.208 Specific conditions. If the Department or the City determines that noncompliance cannot be remedied by imposing additional conditions, then either may take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- c. Wholly or partly suspend or terminate the Federal award.
- d. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- e. Withhold further Federal awards for the project or program.
- f. Take other remedies that may be legally available.

2. TERMINATION FOR CAUSE AND TERMINATION FOR CONVENIENCE

[See the body of the Agreement for this language.]

3. EQUAL OPPORTUNITY ACT.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor 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.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, 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.

(8) The contractor will include the provisions of paragraphs (1) through (8) 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 contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. EQUAL OPPORTUNITY ACT FOR FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS.

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor 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.

- (6) The contractor 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.
- (7) In the event of the contractor'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 contractor 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.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be

imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. DAVID-BACON ACT.

(For prime construction contracts in excess of \$2,000.)

Applicable contracts must comply with the Davis Bacon Act, as amended (40 U.S.C. 3141-3148). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

6. LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION

(For construction contracts (incl. alteration and/or repair, including painting and decorating) of a public building or public work, or building or work financed in whole or part from federal funds.)

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*,

That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all

workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) ***Withholding.*** The (write in name of Federal Agency or the loan or grant recipient) 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) ***Payrolls and basic records.***

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section

1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the

appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees* -

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to

journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the

Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

(Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).)

(1) **Overtime requirements.** No contractor 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.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor 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 (b)(1) of this section, in the sum of \$31 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 (b)(1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) 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 contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

(c) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from

the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Note: Section (c) is for contracts subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1

8. COPELAND “ANTI-KICKBACK” ACT

A. Contractor. The contractor 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 contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor 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 U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 13 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAR AIR ACT AND THE FEDERAL WATER POLLUTION CONTRACT ACT

(For contracts over, \$150,000, the contractors must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387.)

(1) The Contractor 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* and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 *et seq*.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

11. DEBARMENT AND SUSPENSION

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. BYRD ANTI-LOBBYING ACT

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

Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Note: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification found below in Appendix A.

13. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or

3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. 2 CFR § 200.216.

15. DOMESTIC PREFERENCES FOR PROCUREMENT

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. 2 CFR § 200.322.

16. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

17. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide any official from the federal government or the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal administrator or the Comptroller General of the United States.

18. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Citations:

Items 1 -15 are from 2 CFR 200, Appendix II

Item 16 is prudent.

Items 17-20 are from FEMA's Recommended Provision

[END OF SOLICITATION]

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