

REQUEST FOR PROPOSAL FOR TECHNICAL ASSISTANCE FOR GRANT OPPORTUNITIES RELATED TO RECOVERY OPERATIONS FOR THE RECENT FLOOD EVENT

Solicitation No: 2016-003

Proposal Submission Deadline: 9/12/16 at 10:00 AM

**City of Central
Office of the Mayor
September 9, 2016**

The City of Central (“City”) invites qualified firms to respond to this request for proposal (RFP) by providing their qualification and experience for consideration to provide technical assistance for grant opportunities related to recovery operations for the recent flood event.

This Request for Proposal is issued by the City of Central for the purpose of entering into a contract with a technical assistance contractor who will provide qualified personnel familiar with all FEMA programs administered under the Stafford Act, i.e. Public Assistance, Individual Assistance, Hazard Mitigation, Direct Federal Assistance, CDL programs as described in this RFP. The technical assistance provided by Contractor personnel will assist the City in expediting recovery operations from the recent flood event and will assist the applicants from that disaster in maximizing their grant opportunities.

Interested firms should submit four copies of their proposal by hand or courier service. Delivery in this manner shall be accomplished by delivering the proposal to our physical location between the hours of 8:00 a.m. and 10:00 a.m. on September 12, 2016. The physical location is:

City of Central Mayor’s Office, City Hall
13421 Hooper Road, Suite 8
Central, LA 70818

Alternatively, interested firms may submit their proposal by email to: Technical.AssistanceRFP@central-la.gov. A submittal to this email address is not considered received unless you receive an acknowledgement that your proposal has been received. If you fail to receive such acknowledgement, please contact Matt Zyjewski at Central’s City Services at (225) 262-5000 prior to the time for opening of the proposals.

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

Submittals **MUST BE RECEIVED** no later **10:00 a.m. on Monday, September 12, 2016**.

1.0 SCHEDULE OF EVENTS

<u>Event</u>	<u>Date</u>
Advertise RFP and e- mail public announcements	September 9, 2016
Proposal submission deadline	September 12, 2016 at 10:00 a.m.
Contract Execution (anticipated)	September 13 or 14, 2016

2.0 DEFINITIONS

- A. Shall, Must, or Will – Denotes mandatory language; a requirement that must be met without alteration
- B. Should, Can, or May – Denotes desirable, non-mandatory language.
- C. Contractor – A firm or individual who is awarded a contract
- D. Proposal – A response to an RFP
- E. Proposer – A firm, consortium or individual who responds to an RFP
- F. RFP – Request for proposals

3.0 SCOPE OF SERVICES FOR TECHNICAL ASSISTANCE

- 3.1 Provide management and oversight of all contractor staff and subcontractors to assure a high degree of individual performance and compliance with all applicable state and federal laws and regulations and provide daily coordination with the City on issues of contract personnel assignments and performance.
- 3.2 Analyze data and identify existing problems areas and recommend solutions.
- 3.3 Gather information, review, and recommend for approval the technical components of project worksheets in areas to include without limitation: engineering, environmental, historical preservation, construction cost analysis, insurance, construction contract compliance, clearances and permits, payments on permanent work and on alternate/improved projects.
- 3.4 Provide program guidance to the City and on all aspects of debris management.
- 3.5 Review Hazard Mitigation Assistance Programs applications for regulatory compliance.
- 3.6 Provide oversight on the review and process of all necessary documentation to support the expenditure of funds under the Hazard Mitigation Assistance Programs.
- 3.7 Provide technical assistance to the City on the appeals process; prepare supplemental responses to the City’s appeal, and assist the City in preparation of oral argument.
- 3.8 Serve as a member of a City preliminary damage assessment team if required.
- 3.9 Provide any additional services required for the administration of the all grant programs listed under the Stafford Act.

All technical assistance activities are to be in compliance with current FEMA guidance and local, State, and Federal regulations.

Contractor shall remove and replace employees immediately upon notice from the City for conduct or actions not in keeping with the contract.

4.0 ADDENDA TO THE RFP

The City reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://www.centralgov.com/>. It is the responsibility of the Proposer to check the website for addenda to the RFP, if any.

5.0 WAIVER OF ADMINISTRATIVE INFORMALITIES

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

6.0 PROPOSAL REJECTION/RFP CANCELLATION

Issuance of this RFP in no way constitutes a commitment by the City to award a contract. The City reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the best interest of the City.

7.0 WITHDRAWAL OF PROPOSAL

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. It is required that the authorized representative of the Proposer submit a timely, written request to the Mayor of the City to officially withdraw the proposal.

8.0 SUBCONTRACTING INFORMATION

The City shall select a single contractor through this RFP process. The selected contractor shall be responsible for all deliverables specified in the RFP and proposal. This requirement notwithstanding, the contractor may enter into subcontractor arrangements. Any contractual arrangements between the contractor and subcontractors do not release the contractor from its responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer should identify the subcontractor in its response to this RFP and include specific designations of the tasks to be performed by the subcontractor(s). Proposer should provide detailed information on the experience, qualifications, and key personnel of the subcontractor. The Contractor shall be the single point of contact for all subcontract work.

Unless stated otherwise in the contract, Contractor shall not contract with any subcontractors not

listed in its proposal without the prior written approval of the City.

9.0 OWNERSHIP OF PROPOSAL

All materials submitted in response to this request become the property of the City. Selection or rejection of a proposal does not affect this right.

10.0 PROPRIETARY INFORMATION

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

11.0 COST OF PREPARING PROPOSALS

Costs associated with developing the proposal, preparing for oral presentations, if any, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer, and shall not be reimbursed by the City.

12.0 ERRORS AND OMISSIONS IN PROPOSAL

The City will not be liable for any errors in proposals. The City reserves the right to make corrections or amendments due to errors identified in proposals by the City or the Proposer. The City, at its option, has the right to request clarification or additional information from the proposers.

13.0 CONTRACT AWARD AND EXECUTION

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

The RFP and proposal of the selected proposer will become part of any contract initiated by the City. See Attachment C.

The selected proposer is expected to enter into a contract that is substantially the same as the sample contract as Attachment C. Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer may submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Such changes, if acceptable to the City, may affect the grading of the technical evaluations to the detriment of the Proposer. If the City does not accept the changes proposed, the proposal may be deemed non-responsive. If the City accepts the suggested changes, the exact wording of the changes, if necessary, will be

negotiated immediately after the Proposer is notified of the contract award.

If the selected proposer fails to sign the final contract within three (3) business days of delivery, the City may elect to cancel the award and award the contract to the next-highest-ranked proposer.

14.0 CODE OF ETHICS

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

15.0 BOARD RESOLUTION

Proposer should submit a certified copy of a board resolution or other authorization granting authority to those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. See Attachment E.

16.0 CERTIFICATION STATEMENT

The Proposer should sign and submit the Certification Statement shown in Attachment D.

17.0 TERMS

The work shall begin on notice to proceed and continue for no longer than one (1) year, unless extended by the City of Central with 10 days written notice.

18.0 DEPLOYMENT

The Proposer must be prepared to deploy personnel to complete the services identified in this Contract within twenty-four (24) hours from the notice to proceed.

19.0 EVALUATION AND SELECTION

The response to the RFP should be limited to ten (10) pages and address the following:

1. Executive Summary
2. Corporate Background and Experience
3. Approach and Methodology
4. Resumes, Proposed Staff Qualifications
5. Cost

Any material received that is not requested may be discarded. Proposals shall be graded on the information contained therein.

19.1 Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the City's overall requirements.

This section should also include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the proposed contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in Attachment C and submit whatever exceptions or exact contract modifications that its firm may seek to the sample contract. While final wording will be resolved after the notice of award, the intent of the provisions will not be substantially altered. See "CONTRACT AWARD AND EXECUTION" section above for further discussion.

19.2 Corporate Background and Experience

The Proposer should give a description of its company to include a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statements, preferably audited. The Proposer should provide a description of its corporate resources that would be available to support this project, such as facilities, equipment, software, or staff who have the required qualifications and experience.

This section should also provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, client type and function to the proposed contract. References from previous clients to include contact information should be provided.

If subcontractors will be employed, the Proposer should provide the same information regarding the subcontractor (s) as is requested for the Proposer.

19.3 Approach and Methodology

The Proposer should outline his understanding of the nature of the project and the statement of work. The Proposer should also provide its Project Management Plan that reflects its approach and methodology to the contract objectives, suggested tasks and services to be performed, deliverables, milestones, quality control, risk management and staffing.

19.4 Resumes, Proposed Staff Qualifications

The Proposer should submit resumes for the individuals to be assigned to this project and identify the staff positions that the individual will be assigned. The individual should be further identified as either a company employee or a subcontractor. The Proposer should provide detailed information addressing the experience and qualifications of assigned personnel. The information should include all education, training, and experience specific to the contract statement of work and the position held by the individual under the contract.

A minimum of two customer references (name, title, company name, address and telephone number) should be provided for each resume. The references should be linked to projects discussed in the individual resume(s).

19.5 Cost

The proposal should include an hourly rate for each position description listed in Attachment B. All costs proposed are to be inclusive of labor, materials, equipment, incidents, etc. necessary to provide the scope of services outlined in this RFP. Rates proposed are also to include all expenses, including general overhead, equipment, field overhead, and profit and travel and per diem, all necessary food, water, restroom and lodging facilities needed to provide these services. If a Proposer proposes to staff a position that is not identified on Attachment B, he should identify that position, describe the duties associated with that position, and provide the hourly rate for such position. If a Proposer proposes to not staff a position that is identified on Attachment B, he should identify that position, state why he does not believe the position is necessary, and where applicable, identify how the duties associated with that position will be fulfilled.

19.6 Evaluation Team

The evaluation of proposals will be performed by an evaluation team designated by the Mayor of Central, which will determine the proposal most advantageous to the City, taking into consideration price and the evaluation factors set forth herein.

19.7 Administrative and Mandatory Screening

All proposals will be reviewed by the evaluation team to determine compliance with administrative and mandatory requirements as specified in this RFP. Proposals found not to be compliant with mandatory requirements (responsive) or proposals deemed to be not responsible will be rejected for further consideration.

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

19.8 Evaluation and Review

Responsive and responsible proposals will be evaluated based on information provided in the proposal. The City of Central reserves the right to validate the claims made in the proposals through outside third parties. The evaluation will be conducted according to the following:

Criteria	Maximum Score
1. Corporate Background and Experience	25
2. Approach and Methodology	30
3. Resumes, Proposed Staff Qualifications	20
4. Cost	25
Total Possible Points	100

The Evaluation Team will compile the scores and make a recommendation to the Mayor of Central on the basis of the proposer with the highest score.

19.9 Announcement of Contractor

The City of Central will notify the successful proposer. Unsuccessful proposers will be notified in writing accordingly.

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

20.0 POSITION DESCRIPTIONS

20.1 Senior Advisor for Disaster Recovery

Provides technical assistance to the Mayor of the City of Central. This individual should demonstrate an extensive knowledge of the operational and regulatory aspects of the FEMA Public Assistance Program and have a minimum of 5 years’ experience as a senior member of a state or federal recovery operation, or equivalent experience commensurate with the ability to perform the necessary duties.

20.2 Technical Assistance Liaison

Reviews and determines the technical requirements and cost analysis of projects. Reviews and approves project worksheets, gathers and evaluates technical data, reviews construction contracts for compliance with state, federal and local laws, regulations and policies, provides expert assistance on payment issues regarding permanent work and alternate/improved projects. Individual should have training and education in one or more of the technical fields of construction and engineering, architecture, environmental assessments, historic preservation, insurance and knowledge of federal regulations pertaining to the FEMA Public Assistance Program. The individual should possess the appropriate professional license.

20.3 Appeals Specialist

Provides information and technical assistance to the City prior to and throughout the appeals process. Assists the City in the preparation of any appeals. Individual should be a graduate of an accredited law school and admitted to the bar of any state or the District of Columbia for the past five years, have knowledge of state and federal laws, regulations and policies applicable to the FEMA Public Assistance and Hazard Mitigation Assistance programs, possess analytical skills and experience preparing legal briefs and courtroom presentations.

20.4 Debris Specialist

Serves as the senior technical advisor for the City on all debris issues. Responsible for providing the City the status of debris management of the August 2016 flood, identifying problems, and providing the City with recommended solutions. Serves as the City’s coordinator and primary

point of contact with the FEMA debris management team. This individual should possess the experience commensurate with the proven ability to perform the above stated duties.

20.5 Mitigation Specialist

Responsible for providing oversight to and advising the City relative to all of the FEMA Hazard Mitigation Assistance Programs (HMGP - PDM - FMA - RFC - SRL), Section 404 / 406 mitigation measures, benefit cost analysis, mitigation planning, and floodplain management regulations; Section 106 HP knowledge and experience a plus. Reviews applications for programmatic compliance; reviews mitigation plans for programmatic compliance; assists Disaster Recovery Specialists in the performance of their duties, performs QC/QA on applications for funding; assists with the submission of projects into NEMIS; makes recommendations for HMA Program projects; ensures compliance with flood plain management regulations. This individual should demonstrate an extensive knowledge of the operational and regulatory aspects of the FEMA Hazard Mitigation Assistance Programs and have a minimum of 5 years' experience as a senior member of a state or federal recovery operation, or equivalent experience commensurate with ability to perform the necessary duties.

20.6 Disaster Recovery Specialist

Will provide subject-matter expertise in a wide range of duties directly related to the FEMA Public Assistance program. The subject-matter expertise may include but not be limited to: debris monitors, grant administrators, paralegals, GIS specialist and cost estimators.

20.7 Project Manager

Required to perform the following tasks:

1. Serve as the day-to-day principal point of contact for the Contractor and to assure that Contractor personnel are performing within the contract scope of services
2. Execute all task orders signed by the City representative
3. Ensure that all deliverables are produced, including the following:
 - a. Monthly time sheets for all personnel evidencing the assigned task(s) worked, the time worked on the task(s), and the names of all individuals performing the work (due on the 15th day of the following month); and
 - b. Weekly report evidencing the task(s) worked, percentage of completion of the task(s), and a report showing the progress and accomplishments since the prior week (due on the Monday following the week for which the report is prepared).
 - c. Monthly reports summarizing the activities of the Contractor staff and providing appropriate advice and courses of action in accordance with the Contract and Scope of Services.
 - d. Quarterly reports summarizing its activities measured against the goals and objectives of this contract demonstrating the use of strategies and tactics outlined in its proposals to the City. Such quarterly reports shall be due to the City not later than December 31, March 31, June 30, and September 30, of each calendar year during the term or extended term of this agreement. The Final Report shall be the report that is due December 31, of the final year of this agreement.

21.0 CLAIMS OR CONTROVERSIES

Any proposer who believes they were adversely affected by the City's procurement process or award may file a protest. It must be submitted in writing to the Mayor and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was, or should have been known. The City may, at its sole discretion, suspend, postpone or defer the proposal process and/or award in whole or in part upon receipt of a protest. The City will take action on protests within fifteen (15) days of the receipt thereof. The written protest shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting bidder.

22.0 CORPORATION REQUIREMENTS

If the awarding contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall obtain a certificate of authority from the Secretary of State of Louisiana prior to the execution of the contract, pursuant to La. R.S. 12:301- 302. If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

ATTACHMENT A

Insurance Requirements for Request for Proposal for Technical Assistance for Grant Opportunities Related to Recovery Operations for the Recent Flood Event

Solicitation No: 2016-003

CONTRACTOR’S AND SUB-CONTRACTOR’S INSURANCE: Prime Contractor and any sub-Contractors shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Prime Contractor shall not commence work under this contract until certificates of insurance have been approved by the City. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Prime Contractor is responsible for assuring that its sub-Contractors meet these insurance requirements.

A. Commercial General Liability on an occurrence basis:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

B. Business Auto Policy

Any Auto; or Owned, Non-Owned & Hired:

Combined Single Limit	\$1,000,000
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C. Standard Workers Compensation – Full statutory liability for State of Louisiana with Employer's Liability Coverage.

D. The City of Central must be named as additional insured on all general liability policies described above.

E. Professional Liability coverage for errors and omissions is not required, but the City shall have the benefit of any such insurance carried by Contractor.

F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

G. The Certificate Holder should be shown as: City of Central, 13421 Hooper Road, Suite 9, Central, LA 70818

NOTE TO PROPOSERS:

1) **You should submit evidence of these Insurance Requirements.**

**ATTACHMENT B
COST PROPOSAL FORM**

**CITY OF CENTRAL
Technical Assistance for Grant Opportunities Related to Recovery Operations for the
Recent Flood Event**

Note to Proposers: All costs proposed are to be inclusive of labor, materials, equipment, incidents, etc. necessary to provide the scope of services outlined in this RFP for the below listed hourly rates. Rates proposed are also to include all expenses, including general overhead, equipment, field overhead, and profit and travel and per diem, all necessary food, water, restroom and lodging facilities needed to provide these services.

Position Description	Hourly Rate ¹
Senior Advisor for Disaster Recovery	
Technical Assistance Liaison	
Appeals Specialist	
Debris Specialist	
Mitigation Specialist	
Disaster Recovery Specialist	
Project Manager	

¹ Hourly rates listed in response to the above may be decreased through negotiation in any contract entered into as a result of this RFP, including the original contract and renewals, but cannot be increased.

ATTACHMENT C

Sample Contract for TECHNICAL ASSISTANCE FOR GRANT OPPORTUNITIES RELATED TO RECOVERY OPERATIONS FOR THE RECENT FLOOD EVENT

This Contract, made and entered into at Central, Louisiana, effective this _____ day of September, 2016, by and between the City of Central, herein referred to as “City” and _____, herein referred to as “Contractor.”

Contractor shall provide consulting services for technical assistance and grant management, as described herein and as more fully described in Solicitation No: 2016-003 for the City of Central, “Request for Proposal for Technical Assistance for Grant Opportunities Related to Recovery Operations for the Recent Flood Event.”

Contractor agrees to proceed, upon written notice of the Mayor, with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the Mayor. All the services required hereunder will be performed by Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Contractor for this project shall include the providing of technical advice to the City and support debris management operations; emergency push/road clearance coordination; and provide other as-requested field services. Detailed services shall be as set forth in the Scope of Services section of Solicitation No: 2016-003 for the City of Central, “Request for Proposal for Technical Assistance for Grant Opportunities Related to Recovery Operations for the Recent Flood Event.”

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

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by the City, Contractor shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Contractor or their representatives at conferences and public hearings, are to be furnished at the expense of Contractor.

SERVICES TO BE PERFORMED BY THE CITY: The City will furnish the Contractor without charge all information which it has in its files which may be useful to the Contractor in carrying out this work, as well as assistance in securing data from others to the extent available.

COMPENSATION AND PAYMENT: The City shall pay and Contractor agrees to accept compensation for the services to be performed under this contract, at the rates indicated on the Cost Proposal Form attached and made a part of the contract. No charges above the contracted hourly rate(s) will be accepted. Contractor must submit invoices regularly and for no more than thirty-day periods. Subject to the approval of the Mayor or his designee, these invoices will be paid within thirty (30) days after approval. **The total contract sum is not to exceed \$100,000 per year.**

CONTRACT TIME: The services to be performed under this contract shall be commenced promptly by the Contractor and shall be completed as defined in the notice to proceed issued for each event.

COMMENCEMENT OF WORK: No work shall be performed by Contractor and the City shall not be bound until such time as a Contract is fully executed between the City and the Contractor and all required approvals are obtained.

TERM: The period of this Contract is a one-year term to begin on or about September 12, 2016, and to continue through September 11, 2017, with an option to renew for two (2) additional twelve-month periods, up to a total of three (3) years.

DELIVERABLES: The Contractor shall provide the following deliverables to the City:

Monthly time sheets

The Contractor shall prepare monthly time sheets for all personnel evidencing the assigned task(s) worked, the time worked on the task(s), and the names of all individuals performing the work (due on the 15th day of the following month).

Weekly Reports

The Contractor shall prepare weekly report evidencing the task(s) worked, percentage of completion of the task(s), and a report showing the progress and accomplishments since the prior week (due on the Monday following the week for which the report is prepared).

Monthly Reports

The Contractor shall prepare a monthly report for the Mayor summarizing the activities of the contractor staff and providing appropriate advice and courses of action in accordance with the Contract and Scope of Services.

Quarterly Reports

The Contractor shall submit to the City written quarterly Progress Reports summarizing its activities measured against the goals and objectives of this contract demonstrating the use of strategies and tactics outlined in its proposals to the City. Such quarterly reports shall be due to

the City not later than December 31, March 31, June 30, and September 30, of each calendar year during the term or extended term of this agreement. The Final Report shall be the report that is due December 31, of the final year of this agreement.

Personnel

The Contractor shall deploy those qualified personnel as required by the City within the time frame specified by the City.

DOCUMENTS: All data collected by Contractor and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Contractor’s personal and administrative files, shall become the property of the City, and the City shall not be restricted in any way whatsoever in its use of such materials. Contractor agrees to maintain all payroll and equipment hours related to this Contract and to promptly provide such documents to the City upon its request. The Contractor hereby agrees to allow the Federal government, State government, and the City to have access to the Contractor’s records related to this Contract.

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

TERMINATION: The City may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract, provided that the City shall give the Contractor written notice specifying the Contractor’s failure. If within ten (10) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in ten (10) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the Contract may constitute default and may be cause for cancellation of the Contract.

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

The City may terminate the Contract at any time without penalty by giving ten (10) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

The continuation of this Contract is contingent upon the appropriation of funds by the City Council to fulfill the requirements of the Contract. If the City Council fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Mayor or by any means provided in Louisiana law or in the City of Central ordinances, or for any other lawful purpose, and the effect of such reduction is to

provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

Upon expiration of this Contract or termination of this Contract for any reason, Contractor shall submit a final invoice to the City for compensation accrued through the expiration or termination date and the City will pay such invoice within thirty (30) days after the approval of the Mayor or his designee.

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

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

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

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

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

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

PERSONAL INTEREST: Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

DRUG FREE WORKPLACE: In the interest of job safety and to protect the general public, other contractors and the City's employees from the consequences of accidents that are caused by worker abuse of controlled substances on City construction projects, the bidder certifies by submission of its bid that it will make a good faith effort to maintain a drug-free jobsite.

SAFETY: The Contractor shall be solely responsible for maintaining safety at all work sites, including properly constructed monitoring towers. The Contractor shall take all reasonable steps to insure safety for both workers and visitors to work sites. The Contractor will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

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

CIVIL RIGHTS COMPLIANCE: The Contractor agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 and 11375, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, and the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices and will render services under this Contract and any contract entered into as a result of this Contract, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract and any contract entered into as a result of this Contract.

ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS: If the project is funded in whole or in part by Federal Grants, Contractor shall comply with the Federal Requirements. Contractor shall also include these Federal Requirements in any sub-contracts.

BREACH: Any controversy or claim arising out of or relating to this Contract, or breach thereof, shall be settled by way of a lawsuit filed in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

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

RIGHT TO AUDIT: The City, State Legislative auditor, federal auditors, and internal auditors of the Division of Administration, or others so designated by the DOA shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

ASSIGNMENT: Assignment of Contract, or any payment under the Contract, requires the advanced written approval of the City.

CONFIDENTIALITY: The following provision will apply unless the City's statement of work specifically indicates that all information exchanged will be non-confidential:

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

RECORD RETENTION: The Contractor shall maintain all records in relation to this Contract for a period of at least five (5) years from termination of the Contract or three (3) years from the project closeout by FEMA, whichever is later

ORDER OF PRECEDENCE: The Request for Proposals (RFP), dated September 9, 2016, and the Contractor's Proposal are attached hereto and incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP, and subsequent addenda (if any) and finally, the Contractor's Proposal.

GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

INSURANCE: The Contractor shall comply with all insurance requirements set forth by any applicable law and with those requirements set forth in the Request for Proposals.

CODE OF ETHICS: The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

SUBSTITUTION OF KEY PERSONNEL: The Contractor's personnel assigned to the City shall not be replaced without the prior written consent of the City. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to projects outside this contract, outside of the Contractor's reasonable control, as the case may be, the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

PROCUREMENT: The City and Contractor agree that they will abide by section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

DECLARATION: By entering into this Contract, the Contractor hereby agrees that it, its principles, or its affiliates are currently not disqualified as a result of debarment or suspension. Contractor hereby affirms that it is not employed by or affiliated with the debris removal contractor.

CONFLICT OF INTEREST: The Contractor agrees that he presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further agrees that in the performance of this contract, no person having any such interest shall be employed.

COMPLIANCE WITH APPLICABLE LAWS: The Contractor hereby agrees to comply with all Federal and State law, including but not limited to the Copeland Anti-Kickback Act, Davis-Bacon Act, Contract Work-Hours and Safety Standards Act, Clean Air Act and Federal Water Pollution Act, Byrd Anti-Lobbying Amendment, Executive Orders 11246 and 11375, and all mandatory standards and policies relating to energy efficiency which are contained in the State's energy conservation plan.

Contractor shall procure all permits and licenses applicable to the services to be performed and/or required by law and shall comply with any and all Local, State and Federal laws including

those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Contractor shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

COMPLETE CONTRACT: This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract, and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

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

IN WITNESS WHEREOF, the City and Contractor have executed this contract effective as of the date first written above.

WITNESSES:

CITY OF CENTRAL

By _____

Title _____

CONTRACTOR

By _____

Title _____

Typed Name and Title

**ATTACHMENT D
CERTIFICATION STATEMENT**

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

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

Date: _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone Number with area code: () _____

C. Facsimile Number with area code: () _____

D. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the City to contact the above named person or otherwise verify the information provided.

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

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's proposal is valid for at least 90 days from the date of proposal's signature below;
5. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.sam.gov.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

SIGNATURE of Proposer's Authorized Representative

DATE

**ATTACHMENT E
CORPORATE RESOLUTION**

A meeting of the Board of Directors of _____, a corporation organized under the laws of the State of _____, and domiciled in _____, was held this ____ day of _____, 201____, and was attended by a quorum of the members of the Board of Directors.

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

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Central, State of Louisiana.

BE IT FURTHER RESOLVED that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Mayor, City of Central, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____, domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the ____ day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 20_____.

SECRETARY

AFFIDAVIT

STATE OF _____
PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared

who, being duly sworn did depose and say:

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

***TECHNICAL ASSISTANCE FOR GRANT OPPORTUNITIES RELATED TO
RECOVERY OPERATIONS FOR THE RECENT FLOOD EVENT***

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

Affiant's Signature

SWORN TO AND SUBSCRIBED before me, on this _____ day of September, 2016, in
_____ (city), _____ (state).

NOTARY PUBLIC

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

BIDDER'S ORGANIZATION

BIDDER IS:

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

A CORPORATION

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

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____ Email: _____

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