

REQUEST FOR PROPOSAL – RFP # 2018 – 0701 – DISASTER RECOVERY SERVICES

The City of St. Gabriel will receive sealed proposals at City Hall 5035 Iberville Street, St. Gabriel, Louisiana 70776 until 2:00 O' clock P.M. CDT, Tuesday, July 17, 2018 soliciting proposals for disaster recovery services to include but not limited to: debris monitoring, PA advisory services, financial, payroll, and grant management, procurement and contract management, information technology and data management, hazard mitigation support and emergency and disaster recovery services. The contract will be awarded as a standby contract and can be activated upon declaration of a disaster event by City, Parish, State or Federal officials.

The process for the selection of the disaster recovery services will be in accordance with the procurement requirement of the City of St. Gabriel procurement policies. All responses will be evaluated in accordance with the selection criteria and point systems identified in the Request for Proposal Package available at City of St. Gabriel City Clerk's Office during the hours from 8:00AM to 4:00PM. This package defines the scope of services to be performed by the selected firm. The contract will be awarded based upon the proposal most advantageous to the City of St. Gabriel.

Interested parties are invited to obtain by contacting the Office of City Clerk at City Hall, 5035 Iberville Street, St. Gabriel, LA 70776, or by calling (225) 642-9600. The applicant's proposals must be received by the City of St. Gabriel no later than 2:00PM on Tuesday July 17th, 2018. The City of St. Gabriel is an equal opportunity employer.

City of St. Gabriel

_____ Lionel Johnson, Mayor

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REQUEST FOR PROPOSALS DISASTER RECOVERY SERVICES

Article I. GENERAL

Section 1.01 Background

Recent declared disasters in the State of Louisiana and the continued threat from hurricanes and other natural hazards require the City of St. Gabriel (the City) to take measures to ensure it can adequately respond to these events and minimize impact to City infrastructure and its citizens. To that end, the City seeks professional service assistance from a Consultant to support the City's disaster recovery, to expedite financial recovery and mitigation through the Federal Management Agency's (FEMA) Public Assistance (PA) Program and other federal and state programs, to ensure full compliance with all Federal, State, and Local laws in order to limit any subsequent audits and reviews, to perform damage assessments to the City's infrastructure and to minimize impacts from future disasters. The ideal candidate shall possess demonstrated experience in disaster recovery programs and must have extensive knowledge and expertise in the operations of FEMA Public Assistance and Hazard Mitigation Programs.\

Section 1.02 Purpose

The City desires to engage a professional firm (herein sometimes referred to as "Respondent", "Proposer", or "Provider") to provide Disaster Recovery Services to assure disaster recovery efforts are implemented in a timely and effective manner with proper reporting and accounting of all activities while ensuring that all requirements for eligible reimbursement are met.

Section 1.03 Scope of Work

The City of St. Gabriel is soliciting proposals for disaster recovery services to include but not limited to: debris monitoring, HMGP, PA advisory services, financial, payroll, and grant management, procurement and contract management, information technology and data management, hazard mitigation support and emergency and disaster recovery services. The contract will be awarded as a standby contract and can be activated upon declaration of a disaster event by City, Parish, State or Federal officials.

Task 1 - Debris Monitoring

The City intends to utilize an automated debris management system (ADMS) and anticipates that the Consultant will provide vehicle certification placards for the Disaster Debris Removal Contractor(s). At a minimum, the Proposer must be familiar with FEMA's Public Assistance Program and all applicable state and federal requirements and regulations, and the latest editions of the following guidance documents and regulations:

- ❖ Public Assistance Guide
- ❖ Applicant Handbook
- ❖ Public Assistance Debris Management Guide
- ❖ Debris Monitoring Guide

- ❖ Debris Estimating Field Guide
- ❖ FEMA's Recovery 9500 Series
- ❖ Hazardous Stump Extraction & Removal Eligibility
- ❖ FEMA Disaster Assistance Policies
- ❖ FEMA PA Program Guidelines
- ❖ FEMA Recovery Fact Sheet
- ❖ Memorandum of Understanding for Contaminated Debris Management between FEMA, EPA, and USACE

At a minimum, the Consultant will perform the following tasks as part of the debris removal monitoring task.

- i. *Staff Mobilization* - the Consultant (Monitor) will be expected to mobilize within 3 days of a written notice to proceed with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Additional Monitor staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff, such as lodging arrangements for key staff, are the responsibility of the Monitor.
- ii. *Field Documentation of Work* - Monitor shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Monitor will work closely with the City and with FEMA/ Federal Highway Administration (FHWA) to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.
- iii. *Collection Monitoring of Rights-of-Way and Public Property Debris* - Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the Debris Management Site (DMS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning, and structure demolition. Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the City.
- iv. *Monitor Training* - Monitor will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff at no expense to the City. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

- v. *Spot Checks and Auditing of Monitors* - Monitor will provide roving monitors, field coordinators, and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are working effectively with the debris removal contractor.
- vi. *Project Mapping* - Geographic Information System (GIS) produced maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the City's information, and FEMA documentation. Monitor will assist the City in public communication and will document and relay any citizen complaints for action by the contractor or the City.
- vii. *Truck Certification* - Monitor will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.
- viii. *Quality Control/Quality Assurance* - A QA/QC program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.
- ix. *DMS/Disposal Sites* - Monitor will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from DMS sites through final disposal, if applicable.
- x. *Automated Data Management System*- Monitor will establish an automated data management system and enter load ticket information on a daily basis. This information can be provided to the City, FEMA, and the Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the City. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.
- xi. *Public Information Support* - Monitor may be asked to assist the City in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may include assistance

with press releases, public notices, and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

Task 2 - FEMA Public Assistance Advisory Services:

The selected consultant must possess extensive knowledge related to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) of 2013 including alternative procedures for public assistance and debris removal. The consultant shall:

- i. Develop a process/system for the City, from inception to project closeout, to prepare and submit its PA program, including but not limited to: documentation, procurement and contracting, payroll, and grant submission support.
- ii. Develop processes for obtaining, analyzing and gathering field documentation including, but not limited to: records related to procured goods and services, timekeeping, and force account labor and equipment. This should include processes for disaster debris monitoring services.
- iii. Attend all meetings with FEMA, State and insurance representatives, as well as regular participation with the City's designated FEMA workgroup.
- iv. Identify and communicate risks within the City's operation that could preclude its ability to optimize reimbursement.
- v. Possess the expertise to assist in the preparation of accurate PA emergency and permanent work project estimates, including but not limited to: recognized cost estimating, developing detailed damage descriptions and dimensions, scope of work, and proper identification of force account labor and equipment. ^[1]_{SEP}

Task 3 - Financial, Payroll and Grant Management:

The selected Consultant shall ensure the City that disaster recovery and restoration processes comply with laws, regulations and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement. The consultant shall:

- i. Possess the expertise to assist in all disaster-recovery financial reimbursement and reporting processes from FEMA, State or other agency. Ensure there are no duplications of submission if varying agencies are involved.
- ii. Possess the expertise to assist the City through FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of City personnel policies to ensure compliance for eligible cost reimbursement.
- iii. Possess the expertise to assist the City through FEMA, State (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide

oversight of contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

- iv. Perform intervallic review and reconciliation of actual project spending to ensure project costs are accurately captured.
- v. Ensure City documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

Task 4 - Strategic Planning

The City will be challenged with maintaining normal operations while planning and executing permanent repairs/hazard mitigation work to harden and make its facilities resilient for future disasters. Consultant will be responsible for providing advice and oversight in the development of cost-effective, timely, and FEMA reimbursable project scopes. Proposers should demonstrate that they can recommend solutions to the difficult tasks of ensuring that work is done cost effectively, meet codes and standards, and provides hazard mitigation for future disasters.

Task 5 - Procurement and Contract Management/Monitoring Support:

- i. The selected consultant shall assist the City to ensure that disaster recovery and restoration procurement processes comply with laws, regulations and guidelines as required by FEMA, State or other agencies. The consultant shall:
- ii. Possess the expertise to assist in the review of City Purchasing policies to ensure compliance for eligible cost reimbursement.
- iii. Develop processes for ensuring compliance related to contract monitoring (including debris removal monitoring) and contract close-out as required by FEMA, State, or other agencies.
- iv. Ensure City documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

Task 6 - Information Technology & Data Management:

The selected consultant shall possess the expertise to assist City staff in the development of IT solutions that support the management and implementation of disaster recovery programs. The consultant shall:

- i. Develop processes for the City to properly collect data and document information as necessary to optimize compliance with FEMA, State, or other agencies.
- ii. Ensure City documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

Task 7 - Insurance and Other Funding Support:

The selected consultant shall review and understand the City's insurance coverage to ensure the City's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by FEMA, State, or other agencies. The consultant shall:

- i. Develop a process to assist the City in routing eligible expenses correctly including insurance coverage guidelines.
- ii. Possess the expertise to assist the City with identifying other disaster recovery funding opportunities including Community Development Block Grant Disaster Recovery programs.
- iii. Ensure there are no duplications of funding or submissions if varying agencies are involved.

Task 8 - Hazard Mitigation Support:

The selected consultant shall provide expertise in identifying, developing and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events. Possess the expertise to assist the City in preparing relevant documentation and analysis related to hazard mitigation grant programs and ensure City hazard mitigation programs comply with laws, regulations and guidelines as required by FEMA, State or other agencies. ^{L}_{SEP}

Task 9 - Emergency Management Support Services:

The selected consultant shall provide expertise related to post-disaster recovery continuity of operations, training and exercise development of teams, monitoring, review and test of plans related to future events. ^{L}_{SEP}

Task 10 - Disaster Recovery Engineering Related Services:

The selected consultant shall provide damage assessment and associated testing services, staff augmentation services, planning, design, and construction management for emergency/permanent repairs and hazard mitigation, on an as needed basis. The objectives for these services are for the pursuit of federal funding. Final design for facilities may be procured separately. The selected consultant shall provide Design and Construction support services, as described below:

i. Design Services

- ❖ Planning, procuring (2 CFR 200 compliant), and/or preparing necessary
- ❖ Engineering plans, surveys, including photogrammetric and Geographic Information Services (GIS), environmental studies, and geotechnical investigations required for 30% design submittal considerations.

- ❖ At the City's request, prepare conceptual repair/mitigation estimates that may assist with FEMA funding obligation. Such estimates may include the cost to implement an exact replacement, repair versus replace comparisons, etc.

ii. Construction Support Services

- ❖ Assist the City with construction bid packages in conformance with 2 CFR 200 federal requirements and supervising the bid advertising, tabulation, and award process, including preparing the advertisements for bid solicitation, conducting the bid opening, and issuing the notice to proceed.

- ❖ Assist with Construction Management and Project Oversight to assure compliance with eligible scopes of work and consistency between damage descriptions and scopes of work as outlined in the associated Project Worksheet(s).

- ❖ Respond to Request(s) for Information on an as-needed basis.

Section 1.04 Schedule of Events

1. RFP advertised in City's official journal 6/21/2018; 6/28/2018; 07/5/2018; 07/12/2018
2. Amendment to RFP Issued: 7/11/2018
3. Deadline to receive written inquiries: 7/13/2018
4. Deadline to answer written inquiries 7/16/2018
5. Proposal Opening Date: 7/17/2018
6. Oral discussions with Proposers, if applicable: TBD
7. Notice of Intent to Award to be mailed: TBD
8. Contract Initiation: TBD

Article II. ADMINISTRATION

Section 2.01 Proposal Submittal

This RFP is available in electronic form at the city website <http://www.cityofstgabriel.us>. It will be available in PDF format or in printed form by submitting a written request to City Clerk's Office during the hours from 8:00AM to 4:00PM.

It is the Proposer's responsibility to check the city's website frequently for any possible addenda that may be issued. The City is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal. All proposals shall be received in hard copy (printed) form no later than the date and time shown in the Invitation to Proposers. Fax or email submissions are not acceptable.

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

Proposal Name and Number: – RFP # 2018 – 0701 – DISASTER RECOVERY SERVICES

Proposal Opening Date and Time: July 17, 2018 at 2:00 PM CST

Each proposal shall be either hand delivered by the Proposer or his agent in which instance the deliverer shall be handed a written receipt, or such proposal shall be sent by United States Postal Service registered or certified mail with a return receipt requested. Proposals shall not be accepted or taken, including receiving any hand delivered proposals, on days which recognized as holidays by the United States Postal Service.

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

City Hall - City of St. Gabriel

5035 Iberville Street, St. Gabriel, LA 70776

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

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.

Each Company shall provide a submittal package based on the designated point evaluation scoring criteria. The submittal shall provide clear and sufficient information to enable the selection committee to evaluate the responsiveness and quality of the proposal. The Selection/Scoring Criteria (Exhibit A) will be used to evaluate all proposals received. Failure to provide all required information, including the "Required Signature Page for Proposals", shall be cause for rejection of the submittal as non-responsive.

Section 2.02 Proposal Response Content

To standardize and simplify the evaluation of responses, proposals should contain all of the following information and be organized in the sequence indicated below. All of the sections should be appropriately labeled and bound together under a single cover not to exceed two (2) volumes with any identified appendices included as a separate volume.

PROPOSAL FORMAT - TABS

1. **Cover Letter:** The cover letter should identify the person(s) authorized by the Proposer to contractually obligate the Proposer and the person(s) who will address technical and contractual matters throughout the evaluation period. By signing the cover letter and the proposal, the Proposer certifies compliance with the signature authority required in accordance with LA R.S. 38:2212B(5) as may be amended.
2. **General Firm Description:** Provide a description of the Respondent's company and the services it provides including the number of employees directly involved in the provision of services for emergency program management, office locations and capabilities, and number of personnel at each office location. Describe the business structure under which the Respondent operates (i.e., corporation, partnership, limited liability company, etc.) and under which state laws it is organized as a business entity. If Respondent has an office in Louisiana, provide the address and the number of resident full time employees.
3. **Sub-Consultants:** Any sub-consultants who are proposed to be a part of the project team must be clearly identified and the Respondent is to include a statement of the nature and percentage of total work that is anticipated to be provided by them should the Respondent be selected as the most qualified. Respondent shall demonstrate in its SOQ that any proposed sub-consultant has a history of proven and measurable experience in the area of the services proposed to be used by the Respondent in its scope of services, including the submission of three references from each sub-consultant.
4. **General Firm Description of Sub-consultants (as required):** If any sub-consultants are proposed as part of the Respondent's SOQ, this section should include information similar to that requested in section 2.2 B for each respective sub-consultant proposed.
5. **Financial Information:** Respondents must demonstrate that they have the financial resources and stability to perform the services specified in this RFP including the ability to secure suitable insurances. Respondent is to demonstrate its financial capability by providing the last three years of audited financial statements for its firm (and any significant sub-consultants) which should include a profit and loss statement, a cash flow statement and a balance sheet (e.g. SEC Form 10K or like kind information) as an appendix to its proposal. A non-public Respondent shall provide adequate information comparable to the information required above that allows an assessment of financial status and capability. Respondent shall also list the types and amounts of insurance coverage retained by the firm.
6. **Project Team Organization:** Include a management and organizational chart specific to providing the proposed scope of services. Indicate position, title, job responsibilities, and where the personnel are to be based.

7. **Key Personnel Relevant, Qualifications, Experience and Resumes:** Provide the professional experience and resumes of those partners, principals and employees of the Respondent who will be actually responsible for, and actively involved in a substantial manner in, the provision of services related to this contract, including appropriate evidence of accreditation, certification, or licensing in their respective professions. Upon selection as the most qualified, the Respondent must provide proof that it, its staff and the staff of any subcontractors that they engage to be employed are in compliance with applicable laws, permitting, licensing, and certification requirements. The evaluation of this category will include the suitability of the cited relevant experience of the proposed key personnel with such reference information being focused on experience, work quality, cost control, and completion of work on schedule.
8. **Scope of Services:** Each Respondent is to include in its submittal a detailed description of the full scope of related client services available.
9. **Project Understanding / Approach/Familiarity:** This section should demonstrate that the Respondent understands the needs of the city with respect to the services described herein. Respondent should include a description of the anticipated project approach including technical and management factors that will result in successful completion of the project. Advantages or special capabilities of section as well as the intended methods to ensure:
 - ❖ Cost effectiveness,
 - ❖ Effective project management,
 - ❖ Conformance to budgets and schedules,
 - ❖ Effective quality control,
 - ❖ Effective communication protocol and desired objectives, and
 - ❖ Such other factors as Respondent deems demonstrates its unique capabilities and experience to ensure a cost effective successful Project.

Respondents are encouraged to provide examples of innovative and creative approaches unique to their Scope of Services and those they have found successful and have employed in the past.

Firm/Team's proposal should evidence understanding of project scope. Firm/Team's proposal should provide methodology for accomplishing the scope of work (e.g., ability to meet client's objectives including scope, schedule, quality and related factors; collaborative coordination with CITY; coordination with outside agencies and entities; other aspects of work requirements deemed important by the Consultant, etc.).

10. **Availability of Resources:** The Respondent should provide a statement of availability of personnel, proposed staging and/or response schedule that will be committed to in the event of activation.
11. **Estimate of Resources:** Based on the Respondent's proposed Scope of Services, the Respondent should provide a preliminary estimate of the Respondent's resources that would be dedicated for various levels of events requiring debris removal ranging from 500,000 to 2,000,000 cubic yards. The estimate of resources should convey a sense of the amount of effort and resources that the Respondent believes are necessary to effectively execute the assignment.

12. **Relevant Project Experiences and References (All Tasks Identified in Scope of Work):** Respondents Firm's and Project Team's experience in providing the same relevant services within the past ten years. Respondents should provide at least five (5) but no more than seven (7) reference projects completed by the respondent of comparable size and scope (500,000 to 2,000,000 cubic yards). Respondents should also demonstrate working knowledge and history of providing Public Assistance and Hazard Mitigation technical expertise to local government for public facilities, infrastructure and homeowners. Respondents should provide at least five (5) but no more than seven (7) reference projects completed by the respondent of comparable size and scope – in both HMGP and PA. For each reference project the Respondent should provide a brief description of the project, the scope of work completed, dates of contract start and completion, and contact information for the client for whom the work was completed. Respondents should provide a history of working on public assistance and hazard mitigation projects for declared disasters totaling more than \$15,000,000 within the last ten years.
13. **Client References:** Provide no less than three (3) and no more than five (5) client references complete with contact information who can address the Respondent's timely and effective completion of all tasks and Respondent's overall performance.
14. **Conflict of Interest Disclosure:** All Respondents providing a response to this RFP shall provide a clear and unambiguous indication of any potential or real conflicts of interest it may have with respect to performing work on behalf of CITY. CITY shall make the final determination as to whether any potential or real conflict of interest exists.
15. **Litigation:** The Respondent should provide a list of any previous, currently ongoing or pending litigation or arbitration in which the Respondent's firm has been involved during the past five (5) years with respect to the provision of these or similar services.
16. **Non-Collusion Affidavit:** At the time of submittal or within ten (10) days thereafter, Respondent shall submit a Non-Collusion Affidavit in accordance with LA R.S. 38:2224 in the form attached hereto the attached Agreement for Emergency Program Management and Monitoring Services.
17. **Cost Proposal:** Respondents price proposal shall be submitted on the attached Price Proposal Form(s). Except as otherwise, may be agreed, for a Scope of Services to be rendered on a lump sum compensation basis. All work under this Contract will be compensated on the basis agreed upon unit rates. Hourly rates shall include all employee benefits and living allowance. There shall be no adjustment to the applicable rate (overtime) regardless of hours worked. All other incidental costs, including but not limited to, transportation, lodging, meals, tools, supplies, consumables, etc. shall not be subject to reimbursement.

Section 2.03 Number of Response Copies

Each Proposer shall submit one (1) bound signed original response. Three (3) bound additional copies and one (1) electronic copy in PDF format of the proposal should be provided, as well as one (1) bound redacted copy, if applicable.

Section 2.04 Legibility / Clarity

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

Section 2.05 Confidential Information, Trade Secrets and Propriety 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 cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

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

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

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

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

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

If the owner of the asserted data refuses to indemnify and hold the CITY harmless, the CITY may disclose the information.

The CITY reserves the right to make any proposal, including proprietary information contained therein, available to CITY personnel or organizations 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.

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.

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

Section 2.06 Proposer Inquiry Periods

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

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. Without exception, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question. All inquiries must be received by the Inquiry Deadline date set forth in Section 1.04 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation should be delivered to the CITY's contact person for this solicitation, by mail, express courier, e-mail, hand, or fax:

Inquiries:

City Clerk
Attention: Lemar Raphael
5035 Iberville Street
St. Gabriel LA 70776
E-Mail: lraphael@stgabriel.us
Phone: (225) 642-9600 / Fax (225)642-9670

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the CITY, including during the Blackout Period. Any communications from any other individuals are not binding to the CITY.

An addendum will be issued and posted at the CITY website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any CITY employee. It is the Proposer's responsibility to check the CITY website frequently for any possible addenda that may be issued. The CITY is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest. Such protest shall be made in writing to the Purchasing Manager at least two (2) days prior to the deadline for submitting proposals.

Section 2.07 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer or its Agent or Representative, is prohibited from communicating with any city employee or Contractor of the CITY involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to CITY employees, but also to any Contractor of the CITY. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person. All communications to and from potential Proposers, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

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

Any Proposer who violates the Blackout Period may be liable to the CITY in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer. Notwithstanding the foregoing, the Blackout Period shall not apply to:

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

Section 2.08 Errors and Omissions in Proposal

The CITY will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The CITY reserves the right to make corrections or clarifications due to patent 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 Proposer.

Section 2.09 Performance and Payment Bonds

The successful Proposer shall be required to provide a performance and payment bond in an amount at least equal to the Contract Price as the faithful performance of all CONTRACTOR'S obligations under the Contract Documents at the time of execution of the contract. Any performance and payment bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance and payment bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance and payment bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance and payment bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. If the Surety on any Bond furnished by Proposer is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the above clauses, Proposer shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to OWNER.

The performance and payment bond is to be provided within ten (10) working days from request. Failure to provide within the time specified may cause your offer to be rejected.

Section 2.10 Changes, Addenda

The CITY reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The CITY also reserves the right to cancel or reissue the RFP.

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

Section 2.11 Withdrawal of Proposal

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

Section 2.12 Material in the RFP

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

Section 2.13 Waiver of Administrative Informalities

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

Section 2.14 Proposal Rejection

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 any or all proposals submitted or to cancel this RFP if it is in the best interest of the CITY to do so. Further, the CITY reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the CITY Administration and the CITY Council.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see, La. R.S. 12:163) and limited liability companies (see, La. R.S. 12:1308.2) must be in good standing with the Louisiana Secretary of State in order to hold a contract with the CITY.

Section 2.15 Ownership of Proposal

All materials submitted in response to this request become the property of the CITY. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the CITY and not returned to Proposers. Any copyrighted materials in the response are not transferred to the CITY.

Section 2.16 Cost of Offer Preparation

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

Section 2.17 Non-negotiable Contract Terms

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

Section 2.18 Taxes

Any taxes, other than State and local sales and uses taxes, from which the CITY is exempt, shall be assumed to be included within the Proposer's cost. Successful Proposer must register with the Iberville Parish Sales and Use Tax Department for use tax purposes.

Section 2.19 Proposal Validity

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

Section 2.20 Prime Contractor Responsibilities

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

Section 2.21 Use of Subcontractors

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

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

Section 2.22 Written or Oral Discussions/Presentations

The CITY, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, the CITY reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

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

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

Section 2.23 Acceptance of Proposal Content

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

Section 2.24 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the CITY Evaluation Committee for the purpose of selecting the Proposer with whom the CITY shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If

required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Submittals will be evaluated based on the following general criteria and their respective weights of consideration:

- i. 0 – 25 points: Technical approach to the project and adequacy to achieve requirements of the scope of work
- ii. 0 – 30 points: Relevant experience and capabilities of Respondent and key personnel assigned to the project
- iii. 0 – 45 points: Cost

Written recommendation for award shall be made to the mayor and city council for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the CITY, price and other factors considered. The committee may reject any or all proposals if none is considered in the best interest of the CITY.

Section 2.25 Best and Final Offers (BAFO)

The CITY reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the CITY in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

The written invitation will not obligate the CITY to a commitment to enter into a contract.

Section 2.26 Contract Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most responsive to the CITY's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the CITY may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. Mayor and CITY Council must approve the final contract form and issue a purchase order, if applicable, to complete the process.

Section 2.27 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 offers received. The RFP, including any addenda and the proposal of the selected Contractor will become part of any contract initiated by the CITY.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract attached hereto this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within ten (10) calendar days of delivery of it, the CITY may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

In such event, said contractor and his Proposal surety shall be liable to the Owner for the difference between the amount specified in his Proposal and the amount for which the Owner may otherwise procure the services as specified herein. In the event, the Proposal security shall be forfeited to the benefit of the Owner, the Proposers shall remain liable for and pay to the Owner for any amount in excess of the Proposal security resulting from the difference between the amount of his Proposal and the amount for which the Contract is subsequently executed.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the CITY, price and other factors considered.

The CITY intends to award to a single Proposer.

Section 2.28 Contract Period

The contract shall be for a two (2) year period beginning with execution of the contract and ending twenty-four (24) months thereafter, with an option to renew in one-year increments upon written mutual agreement between the CITY and the Company, up to three (3) years.

Section 2.29 Non-Exclusive Contract

It is the intent of the CITY to designate a primary or preferred Contractor, so as to best prepare for an event. However, the CITY reserves the right to employ the services of a different or one or more additional Contractors to assist with disaster recovery when, in its sole judgment, this action best serves the community.

Section 2.30 Contract Documents

The Contract Documents shall include the Invitation to Proposers, Instruction to Proposers, Scope of Work/Services, Addenda, Proposal Forms, Insurance Certificates, Proposal Responses, Attachments, and all properly authorized modifications. Any change in the Contract must be accomplished by a formal Contract Amendment signed and approved by the duly authorized Representative of the Contractor and of the CITY. The Contract Documents shall be construed in accordance with the State of Louisiana Laws.

Section 2.31 Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, CITY will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the CITY, the CITY may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

CITY will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with the CITY Protest Policy, to the Purchasing Manager, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

Section 2.32 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Angela Guidry, Purchasing Manager. Contact may be made by phone at (225) 642-9600 or E-mail to lraphael@stgabriel.us.

Section 2.33 Insurance Requirements

Contractor shall furnish the CITY with certificates of insurance effecting coverage(s) required by the RFP. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in attached for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

Consultant/Company shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where Consultant/Company may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A. **Statutory Workman's Compensation** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Consultant/Company in connection with this agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Dept.
3. No excluded classes of owners/officers or employees shall be allowed on Council's premises.

WAIVER OF SUBROGATION in favor of CITY should be indicated on certificate.

B. **Commercial General Liability**, including:

1. Contractual liability assumed by this agreement
2. Owner's and Contractor's Protective Liability (if Contractor is a General Contractor) may be required.
3. Personal and advertising liability
4. Completed operations
5. Medical payments

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit
2. \$2,000,000 general aggregate limit
3. \$1,000,000 products/completed operations aggregate limit
4. \$1,000,000 personal and advertising injury limit
5. \$50,000 fire damage limit
6. \$5,000 medical expense limit (desirable but not mandatory)

CITY will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of CITY should be indicated on certificate.

Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department/Legal Dept.

C. **Comprehensive Automobile Liability** covering all owned, hired and other non-owned vehicles of the Consultant/Company.

The limits for "C" above shall not be less than:

\$1,000,000 CSL

CITY will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of CITY should be included on certificate.

D. **Professional Liability Insurance** covering the Wrongful Acts of those professional firms and individuals performing services for CITY. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these

providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Consultants.

The limits for "D" above shall not be less than:

\$1,000,000 CSL

WAIVER OF SUBROGATION in favor of CITY shall be included on the Certificate.

OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

All required insurance certificates shall be submitted to the City Clerk within ten days of provisional award. Failure to provide insurance certificates within the time frame specified by the CITY shall be cause for the submittal to be rejected as non-responsive. Consultant/Company shall maintain insurance in full force and effect during the entire period of performance of work. Failure to do so shall be cause for termination of the contract. All policies must have a thirty (30) day non-cancellation clause giving the CITY thirty (30) days prior written notice in the event a policy is changed or canceled.

Section 2.34 Subcontractor Insurance

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

Section 2.35 Indemnification

Contractor agrees to defend, indemnify, save and hold harmless the CITY and their officers, elected officials, agents, servants and employees, including volunteers (Indemnified Parties") from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of the Contractor as provided herein, except those claims, demands and/or causes of action arising out of the sole negligence of the Indemnified Parties or their officers, agents, elected officials, servants and employees. Contractor agrees to investigate, handle and respond to any Contractor, Subcontractor, Lessee, Supplier such lawsuit at its sole expense, including any expenses associated with the enforcement of this indemnity provision, and agrees to bear all costs and expenses related hereto, even if it (claims, etc) is groundless, false or fraudulent.

Section 2.36 Termination

i. Termination of the Contract for Cause

The CITY may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations

pursuant to the contract, provided that the CITY shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such 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.

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 the 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.

ii. Termination of the Contract for Convenience

The CITY may terminate the contract at any time by giving thirty (30) 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.

iii. Termination for Non-Appropriation of Funds

Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by CITY in any fiscal year covered by this contract, this agreement may be terminated by the CITY giving notice to the Contractor of such facts and the CITY's intention to terminate its financial obligation.

Section 2.37 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the CITY. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

Section 2.38 No Guarantee of Quantities

The CITY reserves the right to increase or decrease quantities at the unit price stated in the proposal. The CITY shall not obligate itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

Section 2.39 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the CITY, or others so designated by the CITY, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

Section 2.40 Civil Right Compliance

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

Section 2.41 Record Retention

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

Section 2.42 Content of Contract / Order of Precedence

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

Section 2.43 Contract Changes

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

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

Section 2.44 Substitution of Personnel

The CITY intends to include in any contract resulting from this RFP the following condition:

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

Section 2.45 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

Section 2.46 Claims or Controversies

The venue of any suit filed in connection with any claim shall be the Thirty-second (32nd) Judicial Court, Parish of Iberville, State of Louisiana.

Section 2.47 Remedies for Breach

Proposer acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for Contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate

Section 2.48 Termination and Settlement

Proposer acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due for fault and for termination due to circumstances outside the Contractors control.

Section 2.49 Access to Records

Proposer acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, U S Funding Agency, the Comptroller General, or an of their dully authorized representatives access to all books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

Section 2.50 Dispute Resolution

Owner and Contractor may agree to decide claims, disputes and other matters and questions arising out of or relating to the Changes in Work by arbitration. Otherwise, any such claims, disputes and other matters and questions arising out of or relating to the Changes in Work shall be decided under the laws of the CITY, State of Louisiana.

Section 2.51 Equal Employment Opportunity

Proposer acknowledges that all contracts shall contain provisions requiring compliance with E. O. 11246, "Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

Section 2.52 Copeland "Anti-Kickback" Act

Proposer acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

Section 2.53 David-Bacon Act

Proposer acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

Section 2.54 Contract Work Hours and Safety Standards Act

Proposer acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

Section 2.55 Rights to Inventions Made Under a Contract or Agreement

Proposer acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".

Section 2.56 Clean Air Act

Proposer acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants.

Section 2.57 Federal Water Pollution Control Act

Proposer acknowledges that the Federal Water Pollution Control Act, popularly known as the Clean Water Act, is a comprehensive law aimed at restoring and maintaining the chemical, physical and biological integrity of the nation's waters. The Act authorizes water quality programs, requires federal effluent limitations and state water quality standards, requires permits for the discharge of pollutants into navigable waters, provides enforcement mechanisms, and authorizes funding for wastewater treatment construction grants and state revolving loan programs, as well as funding to states and tribes for their water quality programs.

Section 2.58 Byrd-Anti-Lobbying Amendment

Proposer acknowledges that Sub recipients applying or proposing for an award of \$100,000 or more shall certify that they have 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 any employee of a member of Congress in connections with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352.

Section 2.59 Debarment and Suspension

Proposer acknowledges that no contract shall be made to parties listed on the General Services Administration's List of Parties excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.'s 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

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

Section 2.60 Warranties

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

Section 2.61 Code of Ethics

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

Section 2.62 E-Verify

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

Section 2.63 Non-Collusion Affidavit

Each Proposer shall execute a Contractor's Affidavit of Non-Collusion, in the form provided with the proposal forms, at the time of submittal or within ten (10) days thereafter, to the effect that he has not colluded with any other person, firm or corporation in regards to any Proposal submitted.

Article III. EVALUATION

All responses received as a result of this RFP are subject to evaluation by the CITY Evaluation Committee for the purpose of selecting the Proposer with whom the CITY shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Submittals will be evaluated based on the following general criteria and their respective weights of consideration:

| Evaluation Criteria | Possible Points |
|--|------------------------|
| <u>Key Personnel Qualifications and Experience</u> | 0 – 30 |
| <u>Understanding of Project/Familiarity</u> | 0 – 10 |
| <u>Relevant Project Experience and References</u> | 0 – 20 |
| Pricing | 0 – 40 |
| TOTAL | 100 |

The proposal will be evaluated in light of the material and the substantiating evidence presented to the CITY, not on the basis of what may be inferred. Recommendation for award shall be made to the Mayor for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the CITY, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the CITY.

EXHIBIT A - SCORING

Key Personnel Qualifications and Experience 0-30 pts

The evaluation of this category will include the suitability of the cited relevant experience of the proposed key personnel with such reference information being focused on experience, work quality, cost control, and completion of work on schedule.

Understanding of Project/Familiarity 0-10 pts

- Firm/Team's proposal should evidence understanding of project scope.
- Firm/Team's proposal should provide methodology for accomplishing the scope of work (e.g., ability to meet client's objectives including scope, schedule, quality and related factors; collaborative coordination with CITY; coordination with outside agencies and entities; other aspects of work requirements deemed important by the Consultant, etc.).

Relevant Project Experience and References 0-20 pts

The evaluation of this category includes the following:

- Consultant Firm's and Project Team's experience in providing the same relevant services within the past ten years
- References submitted as part of the RFP submittal with such reference information being focused on management, work quality, cost control, and completion of work on schedule
- Compliance with policies, procedures and requirements as stated in the RFP.

Pricing 0-40 pts

- Price will be evaluated for the best overall value to the CITY. The quality of the proposed plan and other technical evaluation features in relation to price will also be considered.

TOTAL _____

Committee Member Signature _____

FINANCIAL PROPOSAL

Prices proposed by the Proposer shall be submitted and prices proposed shall be firm. The information provided in response to this section will be used in the Financial Evaluation to calculate the lowest evaluated cost.

A Proposer's base cost score will be based on the cost information provided and computed as follows:

$$\text{BSC} = (\text{LPC}/\text{PC} \times \text{FPP})$$

Where: BCS = Computed cost score (points) for Proposer being evaluated
LPC = Lowest proposed cost of all Proposers

PC = Total cost of Proposer being evaluated
FPP = Financial Proposal Points

PRICE PROPOSAL DISASTER RECOVERY SERVICES

1. The undersigned Proposer proposes and agrees to enter into an agreement with CITY substantially in the form of a Contract, or otherwise as prescribed by CITY, to perform and furnish all work as specified for the Proposal Price indicated in this Proposal and in accordance with the other items and conditions of this Request for Proposals.

2. Proposer accepts all of the terms and conditions of this Request for Proposals. This Proposal will remain subject to acceptance for ninety (90) days after the day of Proposal opening. Proposer will sign and deliver the required number of counterparts of the agreement with the bonds and other documents required by the Contract Documents within ten (10) days after the date received from CITY.

3. In submitting this Proposal, Proposer represents, as more fully set forth in the agreement, that: a. Proposer has examined and carefully studied the Request for Proposals documents.

b. Proposer has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

c. Proposer is familiar with and is satisfied as to all local, state, and federal laws, rules, permits, regulations, and standards that may affect cost, progress, performance and furnishing of the work.

d. Proposer is aware of the general nature of work to be performed by CITY and others at the sites that relates to work for which this Proposal is submitted as indicated in the Request for Proposals.

e. Proposer has correlated the information known to Proposer, information and observations obtained from visits to the site, and all additional examinations and data with the Request for Proposals.

f. Proposer has given CITY written notice of all conflicts, errors, ambiguities or discrepancies that Proposer has discovered in the Request for Proposals and the written resolution thereof by CITY is acceptable to Proposer, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this Proposal is submitted.

g. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over CITY.

4. The Proposer declares that, to the best of his knowledge and experience with Federal and State reimbursement procedures and requirements, that all of the proposed costs and payment methods are reasonable and customary for the services listed.

5. Proposer will complete the work in accordance with the Request for Proposals for the prices listed on this Price Proposal Form.

DISASTER RECOVERY SERVICES

| CLASSIFICATION | RATE |
|-----------------------------|-------------|
| Project Manager | \$ per hour |
| Mitigation Specialist | \$ per hour |
| Supervisor | \$ per hour |
| Crew Leader | \$ per hour |
| Debris Monitor Load Site | \$ per hour |
| Debris Monitor Dump Site | \$ per hour |
| Truck Certification Monitor | \$ per hour |
| Clerical Position | \$ per hour |

Proposer acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

I HEREBY acknowledge receipt of the following Addenda: (Enter the number assigned to each of the addenda that the Proposer is acknowledging): _____

NAME OF PROPOSER: _____

NAME OF AUTHORIZED SIGNATORY PROPOSER: (Printed or Typed) _____

SIGNATURE OF AUTHORIZED SIGNATORY PROPOSER ** _____

TITLE OF AUTHORIZED SIGNATORY PROPOSER: _____

DATE: _____

** Signature Authorization. (if applicable) Written evidence of the person signing the proposal shall be submitted at the time of submission, in accordance with LA R.S. 38:2212(B)(5)

E-VERIFY AFFIDAVIT
STATE OF LOUISIANA, PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Contractor verification of its current and future compliance with L.S.A. R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with CITY has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. The Contractor hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

Contractor shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of the CITY.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: City of St. Gabriel 5035 Iberville Street P.O. Box 597 St. Gabriel, LA 70776, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

Signature of Authorized Signatory

Date E-Verify ID Assigned

Printed Name of Signatory

E-Verify ID

Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF _____ ,
20____

Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

AFFIDAVIT OF NON-COLLUSION

STATE OF _____

PARISH OF _____

Before me, the undersigned authority, came and appeared,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity Name

who, being first duly sworn, deposed and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Contractor nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above named Contractor, if awarded, continually affirms that no part of the contract price received by Contractor 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 the affiant whose services were in the regular course of their duties for Contractor.

The above named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: City of St. Gabriel, 5035 Iberville Street, St. Gabriel LA 70776, no later than five business days after contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

| | |
|--|---|
| _____ Signature of Authorized Signatory | SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____ 2018. |
| _____ Printed Name of Signatory | _____ Notary Signature |
| _____ Title of Authorized Signatory | Printed Notary Name: _____ |
| _____ Project Name/Number | Notary/Bar Roll Number: _____ My Commission is for/expires on: _____ |

INDEMNIFICATION AGREEMENT

_____ agrees to defend, indemnify, save and hold Contractor/Subcontractor/Lessee/Supplier

harmless the CITY and their officers, , elected officials, agents, servants and employees, including volunteers (Indemnified Parties”) from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of the

_____ as provided herein, except those claims, Contractor/Subcontractor/Lessee/Supplier

demands and/or causes of action arising out of the negligence of the Indemnified Parties or their officers, agents, elected officials, servants and employees.

_____ agrees to investigate, handle and respond to any Contractor, Subcontractor, Lessee, Supplier

such lawsuit at its sole expense, including any expenses associated with the enforcement of this indemnity provision, and agrees to bear all costs and expenses related hereto, even if it (claims, etc) is groundless, false or fraudulent.

Accepted By:

_____ Company Name

_____ Authorized Signature

_____ Title

_____ Date Accepted

Is Insurance Certificate Attached? _____

Purpose of Contract: _____
