



# Linking Coastal-Watershed Resilience to Urban Reinvestment & Economic Development

## **REQUEST FOR PROPOSALS**

May 8, 2024  
CAPITAL REGIONAL PLANNING COMMISSION  
14734 S. HARRELL'S FERRY RD., STE. B  
BATON ROUGE, LA 70816

# TABLE OF CONTENTS

<b>Section 1. RFP Timeline .....</b>	<b>2</b>
<b>Section 2. Introduction.....</b>	<b>3</b>
<b>Section 3. Background .....</b>	<b>3</b>
<b>Section 4. Offeror's Minimum Qualification .....</b>	<b>4</b>
<b>Section 5. Proposal Content.....</b>	<b>4</b>
<b>Section 6. Selection Procedure .....</b>	<b>5</b>
<b>Section 7. Criteria for Evaluation .....</b>	<b>6</b>
<b>Section 8. Budget.....</b>	<b>6</b>
<b>Section 9. Duration of Contract .....</b>	<b>6</b>
<b>Section 10. Proposal Submission Guidelines .....</b>	<b>6</b>
<b>Section 11. Schedule .....</b>	<b>7</b>
<b>Section 12. Compliance with Federal Regulations.....</b>	<b>7</b>
<b>Section 13. Scope of Work .....</b>	<b>7</b>
<b>Section 14. Attachments and Appendices .....</b>	<b>9</b>

## I. RFP Timeline

---

**SUBJECT:** **Gulf Research Program-Linking Coastal-Watershed Resilience to Urban Reinvestment and Economic Development**

**PURPOSE:** The purpose of this RFP is to select a consultant to conduct a Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis with respect to using waterways as economic drivers and research the legality, applicability, and implementation of a “jobs to housing” ratio policy, transfer of development rights and relative economic development matters in the Capital Region.

**SCOPE OF WORK:** See Specifics Under Scope of Work

**BUDGET:** The maximum consultant budget for this proposal is a non-negotiable lump sum fee of **\$30,000**.

**SCHEDULE:**

- Wednesday, May 8, 2024-- Release of RFP
- Monday, May 13, 2024 -- Deadline for Questions by 5:00pm (CDT), Questions will only be accepted in writing to the attention of Woodrow Muhammad at [WMuhammad@crpcla.org](mailto:WMuhammad@crpcla.org)
- Thursday, May 18, 2024 – Release of Responses to Questions will be posted on [www.crpcla.org](http://www.crpcla.org) as soon as possible but no later than by 5:00 p.m. (CDT)
- Monday, May 20, 2024 -- Proposals due by 3:00 PM CDT

Number of Copies:  
**Three** hard copies addressed to:

Woodrow Muhammad, Director of Planning  
14734 S. Harrell's Ferry Rd.  
Baton Rouge, LA 70816

**One** electronic document e-mailed to:  
[WMuhammad@crpcla.org](mailto:WMuhammad@crpcla.org)

- May 20 through 24, 2024 – CRPC Selection Committee review of proposals and scoring/prioritization
- May 27, 2024 – Steering Committee approval and announcement of the selected consultant

- Week of June 3rd, 2024 – Contract begins, anticipated.

**COST LIABILITY:**

All costs incurred in the submission of proposals or in making necessary studies, designs, or benchmarks of estimates for the preparation of the proposals are the sole responsibility of the Consultant.

**Note:** CRPC reserves the right to amend and/or change this schedule at their discretion

**It is the Proposers' responsibility to visit the Capital Region Planning Commission's website regularly at [www.crpcla.org](http://www.crpcla.org) for any updated information on this project.**

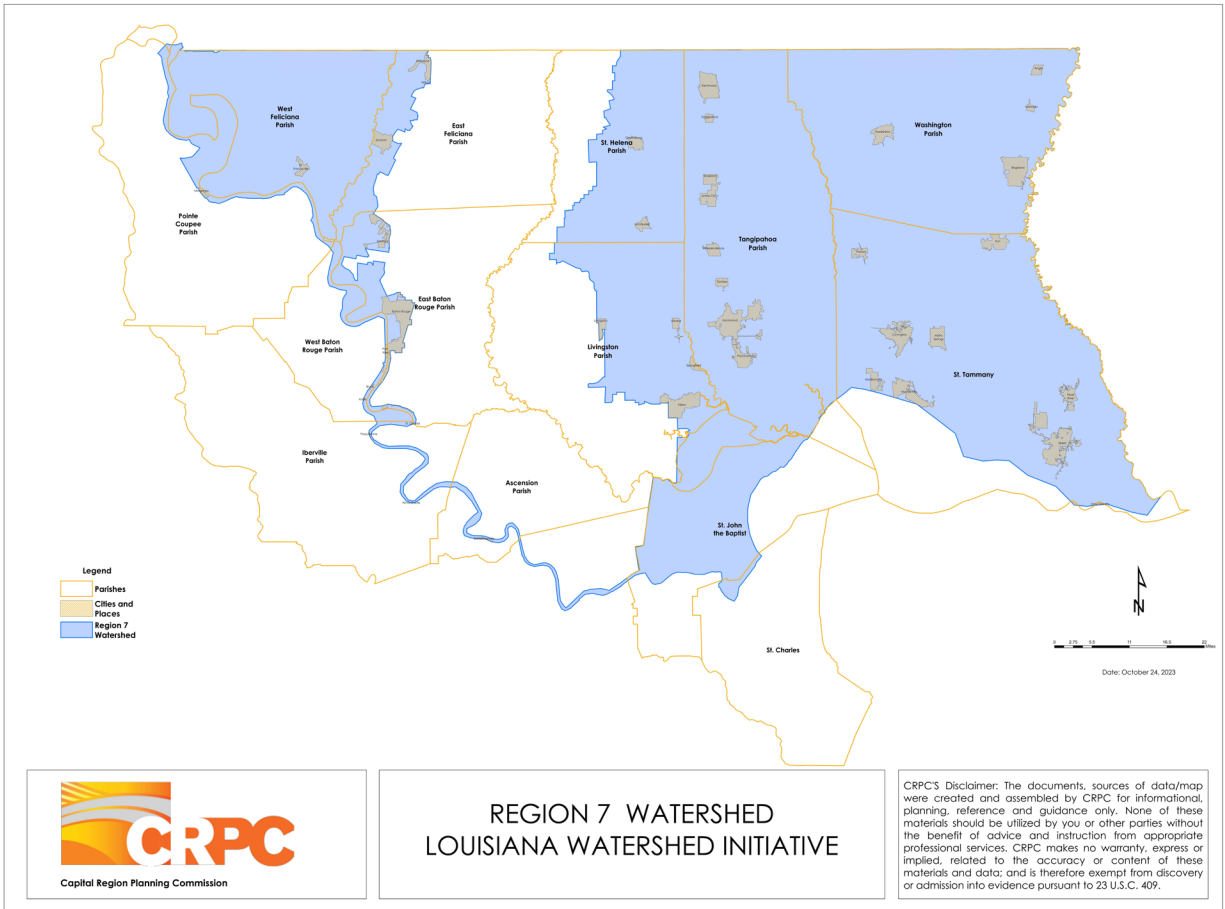
## **II. Introduction**

This project will assist in the implementation of a decision support tool for optimizing flood protection and urban revitalization efforts within the Capital Region. By enabling policymakers in the Capital Region, LWI Region 7, to use publicly available data for this purpose, we can grow the local capacity to make informed decisions about future development and green infrastructure investments. This can increase the local resilience of historically segregated and underinvested communities and increase the equity considerations applied to the reuse of vacant, abandoned, and deteriorated properties, acknowledging and addressing displacement trends that have resulted from historical urban revitalization efforts.

## **III. Background**

The CRPC is a regional entity comprised of local communities in the Baton Rouge, Louisiana metropolitan and surrounding areas. CRPC provides a regional consensus forum to ensure coordination between the public and local, State and Federal agencies for economic development issues and to prepare federally mandated Comprehensive Economic Development Strategy or CEDS. The Capital Region study area includes the following parishes: East Baton Rouge, Ascension, Livingston, West Baton Rouge, Iberville, Pointe Coupe, St. Helena, Tangipahoa, Washington, West Feliciana, and East Feliciana.

A regional map for the boundaries of the 11 parish and the Region 7 Watershed Map is shown below in Figure 1.



#### IV. Offeror's Minimum Qualifications

- At least one principal or responsible member of the firm shall demonstrate a minimum of five years' experience in responsible charge of, or major expertise in, the field involved in this Request For Proposals.
- The offeror must show minimum experience of two projects of similar scope.
- Experience working in the development of performance measures and target setting in urban areas should be noted, if applicable to the project team.

#### V. Proposal Content

Proposals should contain at least the following documentation:

- Cover Letter - This should include a summary of the key points of the proposal and the approach to accomplishing the study. The contact person's (project manager's) name, address, telephone number, and

e-mail address must be included. Attachment A is the proposer's information Form.

2. Research Methodology Section - This should include the Consultant's approach to tasks to accomplish the work outlined in the Scope of Work. This Section should demonstrate an understanding of the regional regulatory framework and relative enabling statutes if applicable. This section is limited to two pages in length and no less than an 11-point font size.
3. Key Personnel Section – One paragraph summaries of qualifications and experience should be submitted for all personnel assigned to the project. The assignment of personnel must specifically contain the percentage of time by personnel for each task included in the Scope of Work. One-page resumes for each team member shall be attached as an appendix to the RFP. Additional information or links to completed projects may also be attached to the appendix.
4. Management Plan Section - The management plan must contain a schedule of work (timeline) with milestones, and a percentage of time by each task described in the Scope of Work for the Prime and each subconsultant.
5. Related Work Section - Work closely related to that described in the Scope of Work which has been performed by the specific personnel assigned to this project should be briefly outlined in the proposal. Specific emphasis should be placed on work undertaken in areas similar to the Capital Region metropolitan area in the previous five years.
6. DBE Participation - The consultant team should strive to adhere to the Disadvantage Business Enterprise (DBE) goal of the Capital Region Planning Commission. CRPC has adopted a DBE goal of 8%.
7. CAPITAL REGION Standard Consultant Submittal Form (Attachment D) - The respondent shall complete and submit CAPITAL REGION Consultant Submittal Form with the proposal. The form is also available at: <https://www.crpcla.org/public-notices> .

## **VI. Selection Procedure**

CRPC will form an advisory evaluation Steering Committee consisting of persons individually and collectively knowledgeable in the areas of economic development, land Use and watershed planning to review and rank the proposals received in accordance with the criteria of evaluation described below.

CRPC may seek additional information, conduct interviews, or request best and final offers from individual Proposers. The evaluation committee's ranking and recommendation will be forwarded to CRPC's Executive Director. The

recommendation and award of a contract, if any, will be to the Proposer whose proposal is most advantageous to CRPC based on the evaluation criteria set forth below. CRPC reserves the right to reject any and/or all proposals submitted or to conclude that none of the proposals are advantageous to CRPC.

**VII. Criteria for Evaluation**

The proposals will be evaluated based on the following criteria with relative weights in lists below:

Item	Criteria for Evaluation	Points
<b>A</b>	Demonstrated an overall understanding of the scope of work and the ability to meet the requirements of this RFP	<b>30</b>
<b>B</b>	Qualifications and previous related experience of key personnel to be assigned to this project including sub-contractors	<b>20</b>
<b>C</b>	Firm's previous related work experience within the past five years which includes citing previous experience in similar studies or projects	<b>20</b>
<b>D</b>	References and recommendations of previous clients	<b>15</b>
<b>E</b>	A detailed Management Plan demonstrating the ability to complete project tasks within Consultant established schedule and key milestones (must include dates)	<b>15</b>
	<b>Total Possible Points</b>	<b>100</b>

**VIII. Budget**

The maximum budget allocated to the selected consultant for this proposal is a non-negotiable lump sum fee of \$30,000.

**IX. Duration of Contract**

This contract will commence on June 1, 2024 (anticipated) and extend through October 31, 2024

**X. Proposal Submission Guidelines**

Respondents shall submit 6 bound and 1 electronic copy of the proposal to:

Capital Region Planning Commission  
 Attn: Mr. Woodrow Muhammad, Director of Planning  
 14734 S. Harrell's Ferry Rd. Baton Rouge, LA 70816

The proposal must be received by 3:00 pm C.S.T. on Monday, 05/20/2024. Please direct any questions to Woodrow Muhammad, Director of Planning via email at

[WMuhammad@crpcla.org](mailto:WMuhammad@crpcla.org). A list of received questions and responses will be posted on our website.

CRPC will not pay for the development or submission of any proposals in response to this RFP. Furthermore, CRPC reserves the right to reject any or all proposals.

## **XI. Schedule**

- RFP Distribution (Website/Email) May 8, 2024
- Advertise RFP (Social Media) May 10, 2024
- Deadline to RFP related Questions May 13, 2024; 5pm CST
- Release of Responses to Questions May 18, 2024; 3pm CST
- RFP Proposals Respondent Deadline May 20; 3pm CST
- Consultant Team Interviews (if needed) May 22, 2024
- RFP Evaluation Committee Review/Ranking May 20 - 24, 2024
- Committee Review and Consultant Selection May 27, 2024
- Notification of Selected Consultant May 27, 2024
- Contract Begins (anticipated) June 3, 2024
- Contract Ends (anticipated) October 31, 2024

## **XII. Compliance with Federal Regulations**

The successful Proposer will be required to comply with, in addition to other provisions of the Request for Proposal, the conditions required by all applicable Federal and State regulations as detailed in the attachment B (Note: forms to be filled in Appendix A & B), including the following:

1. Equal Employment Opportunity - Successful Proposer will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.
2. Title VI Assurances - Successful Proposer will be required to comply with all requirements of the Capital Region by Title VI of the Civil Rights Act of 1964 (49 U.S.C. Section 2000d), the Regulations of DOT issued thereunder (49 C.F.R. part 21), and assurances by the CAPITAL REGION thereto.

## **XIII. Scope of Work**

### Task 1.0 Project Management

This task will provide effective management, quality control, scheduling, work plan, progress reports and other project administrative functions. This task also requires coordination among the CRPC staff and consulting team(s). Coordination will continue throughout the duration of the study. It will ensure communication and coordination among all the parties involved with project activities. It will ensure that all task assignments are clearly defined and delivered on time. Also, task and project progress will be monitored on a regular basis and schedule will be adjusted as



needed to address any unusual circumstances.

#### Task 2.0 Stakeholder and Public Engagement

This task is to involve and inform key participants, stakeholders and the public concerning the research and findings and to obtain their input into the SWOT analysis and results. Particular attention will be given to engaging the stakeholders specified by the Staff. This task will be a joint effort by CRPC staff and Consultant.

#### Task 3.0 SWOT Analysis

The consultant will conduct a SWOT analysis of the regional economy which should answer the question, "Where are we now?" by using the relevant data and background information to help identify the critical internal and external factors that speak to the region's unique assets and competitive positioning especially with respect to watershed management and planning. This strategy should look for opportunities to leverage water related assets beyond the Mississippi River. The SWOT will be used as a strategic planning tool to ensure that there is a clear objective informed by a comprehensive understanding of a region's capabilities and capacity. The SWOT analysis should identify the region's competitive advantages—those water assets that make the Capital Region special or competitive in the national and global economies—juxtaposed against those internal or external factors that can keep the Capital Region from realizing its potential. Determining and analyzing what the Capital Region already possesses that could be leveraged better to build the capacity for growth, including competitive cultural, economic, technological, intellectual, and physical assets, is critical to developing the strategic direction and implementation plan to promote regional economic vitality. Leveraging water assets refers to using the activities and engagement of business, government leaders and other stakeholders to maximize the economic potential of our regional watershed.

#### Task 4.0 Transfer of Development Rights

Research transfer of development rights as it relates to the Linking Flood Resilience to Urban Reinvestment Decision Support Tool informing redevelopment, conservation and green infrastructure potential for the parcels within the Capital Region. Provide input on how the tool can be modified and/or expanded to support the entire Capital Region. This task should provide recommendations on the sustainability of the modeling tool.

#### Task 5.0 Jobs to Housing Policy

Research the implementation of a jobs to housing ratio policy as a benchmark dataset to be used in the Transfer of Development Rights strategy in coordination with CRPC Staff. In addition, this task should include implementation strategies on how the dataset should be used in other planning initiatives such as economic development and housing prioritization in coordination with CRPC Staff.

## **XIV. Attachments**

**ATTACHMENT A: PROPOSER'S INFORMATION SHEET**

All firms proposing as prime contractors or subcontractors on CAPITAL REGIONAL PLANNING COMMISSION (CRPC) projects are required to submit this form. Please complete this form and return it with your proposal.

If you have any questions about this form, please call Woodrow Muhammad, Director of Planning, (225) 383-5203, or email [WMuhammad@crpcla.org](mailto:WMuhammad@crpcla.org)

1. GENERAL INFORMATION

Name of Firm:  
Street Address:  
City, State, ZIP:  
Mailing Address:  
City, State, Zip:

Telephone Number:  
Fax Number:  
E-mail address:  
Web Address:  
Year Firm was established:

Check all that apply:  
Is this firm a prime consultant? \_\_\_\_\_  
Is this firm a sub-consultant? \_\_\_\_\_ Identify specialty: \_\_\_\_\_  
Is this firm a certified DBE? \_\_\_\_\_ If so, by whom? \_\_\_\_\_  
Is this firm currently debarred? \_\_\_\_\_  
Is this firm currently the subject of debarment proceedings?  
\_\_\_\_\_

2. FINANCIAL INFORMATION

Firm's annual gross receipts (average of last 3 years):

\_\_\_\_\_ <\$500,000  
\_\_\_\_\_ \$500,000 - 1,500,000  
\_\_\_\_\_ \$1,500,000 - \$5,000,000  
\_\_\_\_\_ >\$5,000,000

Information will be maintained as confidential to the extent allowed by federal and state law.

The undersigned swears that the above information is correct. Any material misrepresentation may be grounds for terminating any contract which may be awarded.

\_\_\_\_\_  
**Name and Title**

## ATTACHMENT B: FEDERAL REGULATIONS

- APPENDIX B.1 - CERTIFICATION REGARDING LOBBYING
- APPENDIX B.2 - DEBARMENT AND SUSPENSION CERTIFICATION
- APPENDIX B.3 - FEDERALLY REQUIRED CONTRACT CLAUSES

### **APPENDIX B.1: CERTIFICATION REGARDING LOBBYING**

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

***[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]***

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

---

**Signature of Contractor's Authorized Official**

---

**Name and Title of Contractor's Authorized Official**  
**Date:** \_\_\_\_\_

**APPENDIX B.2: DEBARMENT AND SUSPENSION CERTIFICATION**

**Choose one alternative:**

- The Proposer, \_\_\_\_\_, certifies to the best of its knowledge and belief that it and its principals:
  1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlements, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
  4. Have not within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.

**OR**

- The Proposer is unable to certify all of the statements in this certification and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of Title 31 USC § Sections 3801 are applicable thereto.

**Executed in (City)** \_\_\_\_\_, **state of** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

## **APPENDIX B.3: FEDERALLY REQUIRED CONTRACT CLAUSES**

- A. CIVIL RIGHTS REQUIREMENTS**
- B. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**
- C. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**
- D. LOBBYING**
- E. ADA ACCESS**
- F. NO OBLIGATION BY THE FEDERAL GOVERNMENT**
- G. RECORDS AND REPORTS**
- H. TERMINATION**
- I. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**
- J. BREACHES AND DISPUTE RESOLUTION**
- K. CLEAR AIR**
- L. CLEAN WATER REQUIREMENTS**
- M. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
- N. ENERGY CONSERVATION REQUIREMENTS**
- O. RECYCLED PRODUCTS**
- P. GOVERNING LAW**
- Q. SEVERABILITY**
- R. PATENT RIGHTS**
- S. RIGHTS IN DATA AND COPYRIGHTS**

## A. CIVIL RIGHTS REQUIREMENTS

**Civil Rights** – The following requirements apply to the underlying contract:

- 1) *Nondiscrimination* – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) *Equal Employment Opportunity* – The following equal employment opportunity requirements apply to the underlying contract:
  - a) *Race, Color, Creed, National Origin, Sex* – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - b) *Age* – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - c) *Disabilities* – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **B. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

- 1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Planning Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0.03%. A separate contract goal has not been established for this procurement.
- 2) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CRPC deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- 3) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from CRPC.
- 4) The contractor must promptly notify the CRPC Staff whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the CRPC Staff.

## **C. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

This contract is a covered transaction for the purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by CRPC. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to CRPC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



#### **D. LOBBYING**

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** – Contractors who apply or bid for an award of \$100,000 or more shall file the certification, required by 49 CFR part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier to the recipient.

**\*\* MUST COMPLETE AND SUBMIT APPENDIX A: 49 CFR PART 20 – CERTIFICATION REGARDING LOBBYING \*\***

#### **E. ADA ACCESS**

Accessibility. Facilities to be used in Public Planning service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, “Planning Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and Joint ATBCB/DOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Planning Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

#### **F. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

The purchaser and Contractor acknowledge and agree that notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

#### **G. RECORDS AND REPORTS**

The CAPITAL REGION and Contractor shall maintain all books, records, and other documentation pertaining to the Scope of Services and necessary to completely substantiate all costs incurred and billed to the CAPITAL REGION PLANNING COMMISSION for a period of three (3) years from the date of final payment. These records shall be made available for inspection and audit to any state or federal authority authorized to inspect such records and copies thereof shall be furnished at the expense of the Contractor, if so requested.

#### **H. TERMINATION**

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provision of this contract, the CAPITAL REGION PLANNING COMMISSION STAFF may terminate this contract for default. The CAPITAL REGION PLANNING COMMISSION STAFF shall terminate by delivering to the Contractor a Notice of Termination specifying the

nature of the default. The Contract will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performances set forth in this contract.

#### **I. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

- 1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et. seq. and U.S. DOT regulations, 'Program Fraud Civil Remedies, "49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, makes, or may make, or cause to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **J. BREACHES AND DISPUTES**

- 1) *Disputes* – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Capital Region's Executive Director. This decision shall be final and conclusive unless within then (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Planning Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.
- 2) *Performance During Dispute* – Unless otherwise directed by the CRPC Staff, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 3) *Claims for Damages* – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 4) *Remedies* – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CRPC Staff and the Contractor arising out of or relating to this agreement or its breach will be decided

by arbitration if the parties mutually agree, or if a court of competent jurisdiction with the State in which the Capital Region is located.

- 5) *Right and Remedies* – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CRPC Staff or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

#### **K. CLEAN AIR**

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **L. CLEAN WATER REQUIREMENTS**

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 22 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees the Purchaser will, in turn, report each violation as required to assure notification to FTA and the Appropriate EPA Regional Office.
- 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **M. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- 1) *Overtime requirements* – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less the one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) *Violation; liability for unpaid wages; liquidated damages* – In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore - shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- 3) *Withholding for unpaid wages and liquidated damages* – The CRPC Staff shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract of any other federal contract with the same prime contractor, of any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) *Subcontracts* – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **N. ENERGY CONSERVATION REQUIREMENTS**

The Contract agrees to comply with mandatory standards and policies relating to energy. The laws of the State of Louisiana shall govern the construction, interpretation, the Energy Policy and Conservation Act.

#### **O. RECYCLED PRODUCTS**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR part 247, and Executive order 12873, as they apply to the procurement of items designated in Subpart B of 40 CFR Part 247.

#### **P. GOVERNING LAW**

The laws of the State of Louisiana shall govern the construction, interpretation, execution and enforcement of this Agreement.

#### **Q. SEVERABILITY**

In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

#### **R. PATENT RIGHTS**

The Contractor Agrees that (a) Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the contractor produces a patented or patentable invention, improvement or discovery, (b) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance or (c) When a patent is issued or patentable information becomes available as described in the preceding section (b) of section r., the FTA will be notified immediately and a detailed report satisfactory to FTA will be provided.

#### **S. RIGHTS IN DATA AND COPYRIGHTS**

"Subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the underlying agreement. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals,

technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the underlying agreement.

Upon final payment, all designs, plans, reports, specifications, drawings, subject data and other services rendered by Contractor shall become the sole property of the Capital Region Planning Commission, which shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use and authorize others to use all such materials for authorized government purposes. Other entities that may reproduce, publish, or otherwise use the designs, plans, reports, specifications, drawings, and other services rendered by Professional include, but are not limited to the Louisiana Department of Transportation ("LADOT"), the Federal Planning Administration ("FTA"), and the Federal Highway Administration ("FHWA").

#### **ATTACHMENT C- CERTIFICATE OF INSURANCE**

- A. GENERAL LIABILITY FOR 1 MILLION**
- B. WORKMAN COMPENSATION FOR 1 MILLION**
- C. PROFESSIONAL LIABILITY FOR 1 MILLION**

# **ATTACHMENT D: MPO Standard Submittal Form**

(December 2018)

## **PROPOSAL TO PROVIDE CONSULTANT SERVICES**

Firm should fill in the MPO Standard Submittal Form provided without altering the text provided in the form. Firm should enter the firm name in the footer at the bottom of this page. (It will carry over to subsequent pages.)

1. Contract title as shown in the advertisement	
2. Contract number(s) if shown in the advertisement	
3. State Project Number(s), if shown in the advertisement	
4. Firm name (as registered with the Louisiana Secretary of State where such registration is required by law)	
5. Firm license number (as registered with the Louisiana Professional Engineering and Land Surveying Board (LAPELS or American Institute of Certified Planners (AICP or other professional regulatory board, as applicable ) if registration is required under Louisiana law)	
6. Mailing address	
7. Name, title, phone number, and email address of firm's Contract Point of Contact	
8. Name, title, phone number, and email address of the official with signing authority for this proposal	

<p>9. This is to certify that all information contained herein is accurate and true, and that I presently have sufficient staff to perform these services within the designated time frame.</p>	<p>Signature (shall be the same person as #8): _____ Date:</p>
<p>10. If a Disadvantaged Business Enterprise (DBE) goal has been set for this advertisement, indicate which firm(s) will be used to meet the DBE goal.</p>	

11. Provide an organizational chart showing ALL relevant prime consultant and sub-consultant (if applicable) personnel assigned to each task of the contract, specific duties for each, and reporting lines for the purposes of this contract. (Sub-consultants should put "See prime's MPO Standard Submittal Form." If the prime and sub-consultant(s) provide conflicting information, the information given in the prime consultant's MPO Standard Submittal Form will be used.)



12. Use the table below to identify both prime consultant and sub-consultant staff designated to work on this contract meeting the Minimum Personnel Requirements (MPRs) specified in the advertisement. The consultant should fill in the "Requirement" column with the MPRs given in the advertisement. Sub-consultants should put "See prime's MPO Standard Submittal Form." If the prime consultant and sub-consultant(s) provide conflicting information, the information given in the prime consultant's MPO Standard Submittal Form will be used. Add or remove rows as needed.

Requirement (as stated in advertisement)	Personnel being used to meet the requirement	Firm employed by	Type of license / certification required	License / certification expiration date

13. Short résumés shall be provided for all of the personnel from your firm listed in Section 13 of the prime consultant's proposal. Add or remove rows as needed.

Name		Years of experience with this firm/employer	
Title		Years of experience with other firm(s)/employer(s)	
Degree(s) / Years / Specialization			
Active registration number / state / expiration date			
Year registered		Discipline	
Contract role(s) / brief description of responsibilities			
Experience dates (mm/yy–mm/yy)	Experience and qualifications relevant to the proposed contract		

14. List firm's project experience **most relevant** to the scope in the advertisement. The firm should list **no more than 10 projects** and should include **no more than one page per project**. If more than 10 projects are listed, the additional projects may be discarded prior to providing the proposals to the Project Evaluation Team for grading. Projects listed shall only include work performed by the firm. Work performed by employees of the firm during their employment by another firm shall not be included in this section. The projects listed do not necessarily need to have been MPO projects.

Project name			Firm responsibility (prime or sub?)	
Project number		Owner's name		
Project location			Owner's Project Manager	
Owner's address, phone, email				
Services commenced by this firm (mm/yy)		Total consultant contract cost (\$1,000's)		
Services completed by this firm (mm/yy)		Cost of consultant services provided by this firm (\$1,000's)		

Describe the project including the firm's role and members involved. (Highlight members to be used in this proposal.)

15. Provide any additional information or description of resources supporting your firm's qualifications for the proposed contract including information that your firm has adequate staffing to complete the contract and a description of how your firm intends to meet any specialized requirements as may be provided in the advertisement for the contract. This section should be limited to four pages. If more than four pages are included, all pages after the fourth page may be discarded prior to providing the proposals to the Project Evaluation Team for grading.

16. For all contracts on which your firm is a prime consultant or sub-consultant and where a) the consultant selection was made by the MPO and DOTD, and b) a contract was executed by the prime consultant with the MPO or DOTD by the date the advertisement for this proposal was posted, list all work meeting the following criteria:

- 1) your firm is responsible for the performance of the work;
- 2) authorization to perform the work has been provided, as provided in the contract between the prime consultant and the MPO or DOTD;
- 3) the work has not yet been performed, invoiced, and paid; and
- 4) the work is not currently suspended for an indefinite period of time.

List only the portion of the fees attributable to your firm. Add or remove rows as needed.

**All dollar amounts shall be shown in thousands of dollars, rounded to the nearest thousand.**

State Project Number	Project name and location	Remaining unpaid balance (\$1,000's)
	Total	