



P.O. Box 3820
Pineville, Louisiana
71361

Office: (318) 449-5650
Fax: (318) 442-8373

Request for Proposals (RFP) will be received until **12:01 PM CDT, Thursday, October 8, 2020** and opened at the City of Pineville Administration Building located at 910 Main Street, Pineville, La. 71360.

Please file proposal with the following:

Rich Dupree, Chief of Staff
City of Pineville
910 Main Street
Pineville, LA 71360
318-449-5650 Fax: 318-442-8373

INTRODUCTION

PUBLIC ADMINISTRATION SERVICES

The City of Pineville (CITY) is soliciting proposals to obtain the services of a qualified firm to provide assistance and support as it applies for assistance, for grants, grant management and administration as needed for federal and state programs, including primarily, but not limited to, the Federal Emergency Management Agency Public Assistance Program, Federal Emergency Management Agency Hazard Mitigation Program, and U.S. Department of Transportation programs as well as to provide professional services and technical assistance to support the CITY.

The resulting Services Contract will remain in effect for one year from award date.

Proposals must be delivered or hand delivered to the CITY, located at 910 Main Street Pineville, LA 71360. **Proposals submitted directly to the CITY by facsimile machine or e-mail will be considered non-responsive and will be eliminated from consideration.**

Questions and/or clarification of proposal specifications are to be in written form only, and sent by either facsimile or emailed to the attention of Rich Dupree, City of Pineville Chief of Staff, PO Box 3820, Pineville, LA 71301; Phone (318)449-5650, Fax (318)442-8372; Email rich@pineville.net; and must be received by 11:30 AM CDT, Thursday, October 8, 2020. Other employees do not have the authority to respond for the CITY in writing and any attempt to question other employees regarding this RFP may result in the CITY disqualifying that Proposer. Only written responses from the Chief of Staff or other person designated by the Mayor, will be binding with regard to inquiries requesting clarification or additional information. The Chief of Staff's written responses will be released simultaneously to all prospective Proposers.

GENERAL CONDITIONS FOR BIDDERS - PLEASE READ CAREFULLY

1. The provisions and requirements of this bid shall not be considered as informalities and shall not be waived by the CITY. Therefore, conditions and specifications on this bid form shall be strictly enforced and any and all alterations, deviations, and non-compliance to said conditions and specifications, either on the bid form or by separate attachment, shall be grounds for immediate disqualification.
2. Each bidder shall return the complete bid package as issued by the CITY with all pages intact and all specification response columns filled in. Incomplete columns or missing pages, to include addendum pages, may result in the vendor's entire bid package being rejected.
3. Literature, brochures, and other related paperwork attached to the bid should be identified with the name of the bidder and bid item number.
4. In case of a mathematical discrepancy between unit price and extensions, the unit price shall prevail.
5. The bid specifications may contemplate a fixed escalation or de-escalation in accordance with the United States Bureau of Labor Statistic's Consumer Price Index or the Producer Price Index. Bids based on specifications which are subject to a recognized escalation index shall be legal and valid for any item of a public work, at the discretion of the CITY.
6. The CITY reserves the right to award by item or by total bid, unless otherwise specified in the bid specifications. (Price(s) should be itemized.)
7. All erasures or corrections on the bid form must be initialled and the CITY may rely on the apparent authority represented by the initials.
8. The CITY reserves the right to reject any and all bids or parts of bids, or accept bids most beneficial to the CITY.
9. Any bid submitted which contains additions, conditional or alternate bids, or irregularities which may make the proposal incomplete, indefinite, or ambiguous as to its meaning, thus requiring clarification after the specified date and time of bid opening shall be rejected.
10. Bids shall be opened publicly in the CITY's Administrative Offices located at 910 Main Street, Pineville, La. 71360
11. Cash discounts may be accepted, but **SHALL NOT** be considered in making award.
12. No contract shall be binding upon the CITY until it has been executed by the CITY and delivered to the successful bidder. Should the bidder to whom the contract is awarded fail to execute the contract, the award shall then be made to the next lowest responsible bidder, or re-advertised for public bid, said decision to be in the sole judgment of the CITY. This action may result in the loss of bidding privileges for a period of one (1) year.
13. The CITY shall schedule for payment the invoices for articles or services purchased under this bid within thirty (30) days after due and proper delivery accompanied by invoice.

14. The CITY is exempt from all sales taxes. A sales tax exempt form shall be furnished by the CITY, if requested.
15. Bidder(s) awarded item(s) by the CITY shall be responsible for supplying all products at the awarded price(s). Failure may result in the CITY's cancellation of the remaining items awarded.
16. Regarding Service Contracts and Procurement Contracts, the terms of the contract shall be binding upon any and all parties involved until goods and supplies are delivered, services have been rendered, and/or work has been completed and accepted by the Mayor on behalf of the CITY and all payments required to be made to the Contractor have been made. However, a contract may be terminated under any and all of the following conditions:
- (a) By the CITY, for convenience, upon fifteen (15) days written notice to the other party;
 - (b) By the CITY, immediately, as a consequence of the failure of the Contractor to comply with the terms and conditions of the contract or the progress or quality of work to be performed in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Contractor; or
 - (c) By satisfactory completion of all services and obligations described in the contract.

If the contract is terminated for any of the terms and conditions authorized in sub-paragraph (b) above, Contractor shall be formally notified in writing by the CITY by means of certified mail informing him of cancellation of the contract.

17. Contractors submitting bids for Public Works construction projects in excess of \$1.00 must show his Contractor's License Number on the front of the bid envelope, except for certain projects for which a Contractor's License Number is not required by the State Contractor's Licensing Board. Failure to comply with this directive shall result in automatic bid rejection. Contractors who are owned by, and are submitting a bid as a subsidiary of a parent company, whose name is listed in the State of Louisiana's Roster of Licensed Contractors, may do so by including a letter of proof of ownership from the parent company with the submitted bid package. The letter must be signed as per LA R.S. 38:2212 B.(5)(a)(b)(c) (see Item #22 below).
18. All bids submitted via USPS (registered or certified), overnight courier or hand delivered, shall be signed by hand and in ink by an authorized company representative in accord with Louisiana Law.
19. Any modifications to this Request for Proposal will be made through a written addendum. The addendum shall be transmitted by any one of the following methods: (1) facsimile transmission; (2) e-mail; (3) by hand; or (4) posted on the CITY's website (www.PINEVILLE.net) Addenda will be issued to address any submitted Request for Clarification and questions and answers along with any changes to the documents as a result of these clarifications.
20. Federal Transit Administration (FTA) funded procurements, including operating assistance funding contracts, are to follow the *Master Agreement*, to include all applicable federal clauses.
21. Any bidder that is found listed on the Federal Government's *System for Award Management* (SAM) website, at www.sam.gov/portal/sam, under the advanced search feature for *Excluded Parties List System* (EPLS), shall automatically be rejected for the award of this bid, by Category and/or in its entirety. This applies to any portion of the bid that is a procurement funded by FTA.
22. The CITY encourages participation by minority and/or disadvantaged business enterprise firms.

23. Proposals will be handled in a manner that avoids disclosure of the contents to competing Proposers and keeps the proposals secret during evaluation. All proposals are open for public inspection after the contract(s) are awarded; however trade secrets and confidential information in the proposals are not open for public inspection. **It is specifically provided, however, that each Proposer must identify any information contained in its proposal which it asserts is either a trade secret or confidential information.** Such material must be conspicuously identified by marking each page containing such information as “confidential” or “proprietary”. **If such material is not conspicuously identified, then by submitting its proposal, a Proposer agrees that such material is considered public information.**
24. This RFP does not commit the City to pay any costs incurred by a Proposer for preparation and submission of a proposal or for procuring or contracting for the items to be furnished under this RFP. All costs directly or indirectly related to preparing and responding to this RFP, including all costs incurred for supplementary documentation, shall be borne solely by the Proposer.
25. All documents submitted in response to the RFP shall immediately become property of the CITY.
26. Discussions may be conducted with responsible Proposers qualified to be selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. In discussions, there shall not be disclosure of any information derived from proposals submitted by competing Proposers. Until award of the Contract is made by the CITY, the CITY reserves the right to reject any or all proposals, to waive technicalities, to re-advertise for new proposals or to proceed with the work in any manner as may be considered in the best interest of the CITY. Should the CITY require clarification from the Proposer, the CITY shall contact the individual named as the organization’s contact person. Evaluation of the proposal is the first step in a series of evaluation steps that will be conducted by the CITY. The CITY may elect to conduct post-submission reference checks, Proposer interviews or best and final offers with any Proposers that are not eliminated based on their proposal.
27. The Mayor may authorize award of the Contract to the successful Proposer(s) and will designate the successful Proposer(s) (“**Contractor**”) as the CITY’s provider(s). The CITY will require the Contractor(s) to sign the documents necessary to enter into the required Contract with the CITY and to provide the necessary evidence of insurance as required in the Contract documents.

AFFIDAVIT OF BIDDER

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, personally came and appeared:

BIDDER

who, after being duly sworn, did declare and state:

Appearer's company is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

Appearer shall require all subcontractors to submit to Appearer a sworn affidavit verifying compliance with La. R.S. 38:2212.10 (C) (1) and (C) (2).

Appearer has the authority and personal knowledge requisite to testify to the matters stated herein.

NAME OF BIDDER

AUTHORIZED SIGNATORY OF BIDDER

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

SWORN TO AND SUBSCRIBED before me, Notary Public, in

_____ (CITY), _____ (STATE) on this _____ day of _____, 202__.

NOTARY PUBLIC (Notary ID/Bar Roll No. _____)

Printed Name:

My commission expires _____.

PUBLIC ADMINISTRATION SERVICES

INSTRUCTIONS TO PROPOSERS

1. DEFINITIONS AND ACRONYMS:

CITY: The CITY, a municipal corporation of the State of Louisiana.

Contractor: The individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

Proposer/Offeror: One who submits a proposal in response to this solicitation. The terms “Offeror” and “Proposer” are used interchangeably and have the same meaning.

Request for Proposal (RFP): A method of procurement permitting discussions with the responsible offerors (at the discretion of the CITY) and revisions to proposals prior to award of a contract.

Successful Offeror/Awardee: The qualified, responsible and responsive Proposer/Offeror to whom the CITY makes an award on the basis of the CITY’s evaluation as hereinafter provided.

Task Order/Purchase Order: Form(s) used to initiate contract service. The terms “Task Order” and “Purchase Order” are used interchangeably and have the same meaning.

2. OMISSIONS OF DETAILS/VARIANCES AND EXCEPTIONS:

The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. Omissions of any essential details from the specifications will not relieve the Contractor of supplying such services or product(s) as specified.

3. COSTS AND COMPENSATION:

Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars.

All costs and compensations shall remain firm and fixed for an acceptance period of 90 calendar days after the day of the RFP opening, and for the duration of the resulting contract.

The price proposal shall include all franchise fees, royalties, license fees, etc., as well as all cost of transportation or delivery as applicable within the scope of this solicitation.

4. SUBMISSION OF PROPOSALS:

Offerors shall submit three signed copies of the proposals in a sealed envelope clearly marked “Public Administration Services and Cost Proposal”. Proposals shall be typed or legibly printed in ink. The proposal envelope shall contain a signed cover letter including the company’s name, address and primary contact with phone numbers.

All proposals shall be signed in accordance with the General Conditions of this solicitation and, due to the exigent nature of this solicitation, must be hand-carried or delivered to the address on the front page before the due date.

5. REJECTION OF PROPOSALS:

To the extent permitted by applicable state and Federal laws and regulations, the CITY reserves the right to reject any and all Proposals, to waive any and all informalities allowed by State of Louisiana statutes, not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not requested, conditions or unauthorized alterations or irregularities of any kind.

6. QUALIFICATIONS OF OFFEROR:

As a part of the evaluation process, the CITY may conduct a background investigation including a criminal record check of the Offeror's officers and/or employees, by the Rapides Parish Sheriff's Office. The Offeror's submission of a proposal constitutes acknowledgement of and consent to such an investigation. The CITY will be the sole judge of said determination.

The CITY reserves the right to make a pre-award inspection of the Offeror's facilities and equipment prior to award of a contract.

The CITY may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. The Contractor shall be responsible to the CITY for the acts and omissions of all employees working under its direction.

7. INDEPENDENT CONTRACTOR:

An awarded contract resulting from this RFP does not create an employee/employer relationship between the Parties. The Contractor agrees that it is a separate and independent enterprise from the CITY.

8. INSPECTION:

The CITY shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the CITY. Any items rejected shall be removed from the premises of the CITY and/or replaced at the entire expense of the Contractor.

9. PERMITS, FEES AND NOTICES:

Awardee shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work, if applicable. The costs of these charges shall be included in the Price Proposal except where expressly noted in the specifications.

10. INTRODUCTION

The CITY desires to obtain a qualified firm to establish a contract for Public Administration Services.

11. PERFORMANCE SCHEDULE

All services will be ordered by issuance of a Task Order which shall contain an agreed upon schedule for performance deliverables.

**PUBLIC ADMINISTRATION SERVICES
REQUESTS FOR PROPOSALS
SCOPE OF SERVICES**

1.1 General Requirements

Contractor shall assist the City in the process of gaining Federal and State assistance as it applies for Public Assistance for Post Declaration Activities, Project Listing Development, Project Formulation, and Disaster Recovery and Emergency Response Grant Services on an as needed, as directed basis.

Contractor will assist with documenting activities performed before, during and after the disaster.

Contractor shall work closely and collaborate with various funding agencies and internal CITY departments to ensure the proper use and application of federal and state funds. The Contractor shall focus on maximizing eligible, allocable federal dollars. The Contractor shall conduct efficient processes that reduce the timeline for eligibility determinations that support project cash flow sources and uses. The Contractor will provide technical knowledge and experience, proven business processes, and policy strategies.

Contractor acknowledges and agrees that it will not perform any services of any type for CITY prior to submission and receiving approval from CITY of a task order that includes a particular scope of work, a maximum amount that will be charged for the particular task order, and an estimate of the date of completion of the work detailed in the task order. Contractor acknowledges and agrees that it will not receive payment from CITY for any services performed prior to receiving approval from CITY in accord with this Contract.

1.2 Grant Management

The Contractor is to provide grant services that may include, but are not limited to assistance and support for grant management, audits, administration and monitoring as needed for federal and state programs, including primarily, but not limited to, the Federal Emergency Management Agency Public Assistance Program, Federal Emergency Management Agency Hazard Mitigation Program, and U.S. Department of Transportation programs. In order to develop and implement the framework of grant activities, the Contractor may, with advanced approval from the CITY, perform services and work necessary to complete the following objectives and tasks:

- 1.2.1 Develop a document management plan that specifically outlines the structure, containment, and management of all project documentation consistently for all CITY departments. Effectively maintain efficient and complete records concerning any and all applicable grant programs.
- 1.2.2 Compile and summarize/justify costs for presentation to Federal agencies and State agencies for reimbursement of eligible costs, ensuring compliance with applicable regulations.
- 1.2.3 Attend meetings with the CITY, Federal agencies, and State agencies in conjunction with or on behalf of the CITY.
- 1.2.4 Provide pro-active grant management to identify opportunities to maximize reimbursements of disaster recovery expenses.
- 1.2.5 Provide advice to CITY personnel and consultants; attend and participate in meetings as required.
- 1.2.6 Prepare draft correspondence to local, Federal and State officials as necessary.
- 1.2.7 Prepare and conduct the close-out process, ensuring maximum recovery and retention of all eligible funding, satisfactory disposition of appeals and availability of supporting documents for future audits.
- 1.2.8 Keep track and monitor Contractor's own time and activities by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs (reference Federal regulations and policy guidance for these topics).
- 1.2.9 Provide written performance and status reports to the CITY on the status of the FEMA Public Assistance program and other grant programs as requested. The performance and status report should include, but is not limited to, the following:
 - 1.2.9.1.1 Hours billed and amount invoiced by personnel
 - 1.2.9.1.2 PW and grant application development and revisions
 - 1.2.9.1.3 PW and grant application submissions and approvals
 - 1.2.9.1.4 Obligated amounts versus eligible estimates

- 1.2.9.1.5 Issues with PW and grant application submissions and resolutions
- 1.2.9.1.6 Issues requiring assistance
- 1.2.9.1.7 Amounts awarded to CITY per PW and grant application
- 1.2.9.1.8 Requests for Reimbursement submitted
- 1.2.9.1.9 Estimated and actual costs
- 1.2.9.10 Reimbursements received by PINEVILLE

1.3 Grant Development

The Contractor shall provide services to maximize grant funding for CITY, including but not limited to the following objectives and tasks:

1.3.1 Prepare and coordinate the development of PW's and versions as required with CITY, Federal agencies and State agencies. This includes project development, formulation, and processing as required for small and large projects.

1.3.2 Prepare, submit and track Hazard Mitigation Grant program applications as required with CITY, Federal agencies and State agencies. This includes project or program development, formulation, processing, and monitoring as required.

1.3.3 Work with CITY departments and divisions to obtain all costs and necessary backup documentation to develop, revise and submit PW's and grant applications to the Federal agencies and State agencies to be approved, obligated and reimbursed.

1.3.4 Review eligibility issues for CITY and develop justifications for presentation to the Federal agencies, State agencies, and other agencies involved in providing disaster recovery funds.

1.3.5 Ensure that all eligible damages have been identified, quantified, and presented to CITY, Federal agencies, and State agencies. All eligible damages shall be incorporated into PW's and grant applications with supporting documentation and proper cost estimates, using the FEMA Cost Estimating Factor (CEF) when necessary.

1.3.6 Review contracts, bid documentation, change orders, and other records to support the proper preparation and presentation of PW's, grant applications and eligible activities.

1.4 Policy Support

The Contractor shall provide support to CITY on all relative grant policies, including but not limited to providing PINEVILLE with any changes in policies, procedures, processes, or deadlines throughout the financial disaster recovery process.

1.5 Additional Services

With advance approval of the CITY, the Contractor shall provide, or as needed retain the services of, professional experts to prepare damage assessments and technical reviews and oversight in the furtherance of program objectives; provide cost reconciliation support as needed; provide destructive and non-destructive testing, as needed to document damages, including but not limited to roof system analysis, wall system testing, metallurgy, hazardous materials testing, geotechnical investigations, topographic surveys and other related information necessary to support the identification of storm related damage; and obtain reasonable proposals from qualified third parties when required for the Project and recommend to CITY for approval. Additional Services shall be considered a reimbursable expense and billed to CITY.

1.6 Project Management

The Contractor shall perform work that is considered Project Management in order to seamlessly and efficiently support the CITY's grants and program objectives. CONSULTANT may perform services and work necessary to complete the following objectives and tasks:

- 1.6.1 Assist in plenary activities related to federal and state grants
- 1.6.2 Oversee and coordinate project decisions
- 1.6.3 Assist in responding to emergencies and natural disasters
- 1.6.4 Participate in document and data management
- 1.6.5 Assist in processing and tracking financial transactions related to such grants
- 1.6.6 Other project management activities as requested
- 1.6.7 Provide coordination services between CITY departments on capital projects.

2. FIRM QUALIFICATION AND PROPOSAL REQUIREMENTS.

All submitted Proposals shall contain a statement of qualifications which should, at a minimum, include the following:

- A. A list of all qualified personnel, including all sub-contractors, required to perform the services listed herein. As the number of team members will be evaluated, this list should include the resumes and qualifications of each listed personnel including all sub-contracting personnel that would be assigned to this project.
- B. A statement of the firm's and sub-contractor(s) experience in the area of Public Administration. This statement should, at a minimum, list and describe Public Administration services provided in the past including company name, point of contract and a phone number.
- C. A detailed description of the Public Administration Contractor's project approach including elements to be performed by the Public Administration Contractor and elements expected to be performed by CITY staff.
- D. A fee schedule that accounts for all project costs provided in hourly rate format for personnel.
- E. Contract Review by FEMA. The contract between the selected firm and the CITY may be submitted for review to FEMA. The CITY desires that the costs it incurs for services provided by the selected firm be eligible for FEMA reimbursement. While the CITY understands that the selected firm cannot guarantee that the services it provides will be eligible for FEMA reimbursement, the CITY nevertheless desires that the selected firm utilize its professional judgment and expertise in an effort to limit its services to those which are eligible for FEMA reimbursement. Describe in detail how your firm will comply with this requirement. The selected firm will be required to notify the CITY if at any time any services provided by the selected firm under the terms of the contract are not, or are not expected to be eligible for reimbursement by FEMA, in the selected firm's professional opinion. Include a statement as to whether your firm has the level of expertise to fulfill this requirement, as well as a detailed explanation of the procedures your firm will implement to fulfill this requirement.
- F. CITY Expenditures. The CITY desires to enter into a contract for Public Administration Services with a firm possessing a high level of expertise and professional skill in the areas described in this RFP. As such, the CITY desires that the selected firm be contractually required to guarantee that all documents generated pursuant to the contract shall be in compliance with FEMA regulations and will be in a form so as to ensure eligibility of FEMA reimbursement regardless of whether or not FEMA actually reimburses. By submission of a proposal for this RFP, you are certifying your firm can meet this requirement.

3. EVALUATION PROCESS. TECHNICAL CRITERIA.

- 1. Qualifications of the Offeror:
 - a. A minimum of 5 years of experience in Public Administration in conjunction with disaster response, including management and recovery.
 - b. Experience with FEMA reimbursement programs and funding issues.
 - c. Proof of satisfactory or better performance on contracts of similar scope and size. To be substantiated by reference letters.

- d. In house client training capabilities.
2. Qualifications of Staff:
 - a. Assurance of dedicated project team.
 - b. Experience of key team members. Identify senior and project management.
 - c. Describe local and minority subcontracting plan.
 - d. Provide brief resumes which indicate the education and experience of prospective management personnel.
 3. Technical Qualifications and Capabilities:
 - a. Experience of Offeror in previous similar projects.
 - b. Technical approach of the Offeror to mobilize and perform the many aspects of the work.
 - c. Ability to respond in a timely manner with necessary resources.
 - d. Experience of Offeror in using technology to provide the services required.
 4. Cost/Price Proposal

Cost/Price Proposal will be evaluated for reasonableness. The costs for the documentation of the response, recovery process, cost associated with the performance of the contract including travel and out-of-pocket expenses shall be included within the items on the Price Proposal Page.

The proposal shall be organized in the same manner as the Evaluation Criteria and should address all items outlined in the criteria.

SELECTION/SCORING CRITERIA

Proposals will be evaluated according to the following criteria:

Step I: Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications will be rejected immediately, receiving no further consideration.

Step II: Proposals that satisfactorily complete Step I will be reviewed /analyzed to determine if the proposal adequately meets the needs of the CITY. Factors to be considered are listed below.

The successful Offeror(s) will be selected based upon the best response offered to the CITY. Offerors may be requested to give an oral presentation after submission of responses should the CITY find it necessary, in order to determine which is the best qualified firm.

CRITERIA

MAXIMUM POINTS

Firm Qualifications and Experience

0-25pts.

- A. Number of years performing Public Administration Services as required by RFP.
- B. Number of similar projects successfully completed
- C. Understanding of FEMA policies, knowledge and experience coordinating with Federal, State and Local emergency agencies
- D. Experience with special disaster recovery program management services and history of financial stability

Staff Qualifications

0-25 pts.

- A. Assurance of dedicated project team
- B. Knowledge and experience of key team members with Federal, State and Local emergency agencies
- C. Knowledge and experience with solid and hazardous waste management programs, policies and procedures
- D. Local and minority sub-contracting plan and training component

Technical Qualifications & Capabilities

0-20 pts.

- A. Start-Up procedures
- B. Estimate methodology
- C. Daily management and invoice reconciliation
- D. Ability to respond with personnel within 72 hours of notification

Cost of Proposal

0-30 pts.

- A. Proposal shall be based on hourly rates for all propositions
- B. Pricing shall be reasonable and present the best overall value to the CITY

A selection committee made up by qualified CITY staff will review and evaluate all proposals. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work. The CITY reserves the right to accept or reject all proposals, to award without negotiations and to accept the best overall proposal to meet the CITY's needs.

PROPOSAL FORM

Public Administration Services

PAGE 1 OF 1

DATE: _____

PROPOSER

AUTHORIZED SIGNATURE

- 1. Refer to “Instructions to Proposers” and Contract Terms and Conditions before completing proposal.**
- 2. Provide your best price for each item.**
- 3. In submitting this proposal, Proposer certifies that:**
 - a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
 - b. Proposer is an Equal Opportunity Employer;
 - c. Proposer has incorporated any changes issue through Addenda to the RFP in this pricing;
 - d. CITY requires that each Employee Job/Position to be used by Proposer be listed separately.
- Please note some tasks may be performed on a lump sum basis calculated utilizing hourly rates and actual cost for the related reimbursables. In addition, some tasks may also be performed on a contingency basis as a set percentage of the grant that is awarded.**

Item	Description	Hourly Rate	Percentage
1	Unburdened Hourly Rate		
2	Overhead Rate		
3	Profit Percentage		
4	Burdened Hourly Rate		

Bidder Information:

Company Name:

Address:

CITY/State/Zip:

Telephone #: ()

Fax #: ()

Authorized Printed Name and Title:

Authorized Signature:

4. DISASTER RELIEF AND RECOVERY PROVISIONS

FEDERAL FUNDING

The CITY has or may apply to the Federal government (either directly or through an intervening agency) for funds which will be used to pay the selected Contractor or reimburse the CITY for payments made to Contractor under the Contract, including but not limited to the Federal Emergency Management Agency (“FEMA”) under its public assistance program. The selected Contractor shall be familiar with and comply with all laws, rules, regulations and programmatic requirements of the applicable State and Federal agencies providing financial assistance, including but not limited to the Federal Emergency Management Agency (“FEMA”) and its public assistance program, in the performance of work under the Contract. Accordingly, in addition to the terms and conditions otherwise contained in the purchase order or contract (“Contract”) to which this Exhibit is attached, with respect to any and all goods, services, work, or other matters performed or provided by Contractor or its subContractors under the Contract, the provisions of this Exhibit entitled “Disaster Relief and Recovery Provisions” attached hereto and incorporated herein by this reference shall apply. In the event of any conflict between the provisions of this Exhibit and the other terms and conditions contained in the Contract, the terms of this Exhibit shall apply. Contractor shall also comply with the terms and conditions of any federally funded subaward and grant agreement entered into between the CITY and the State of Louisiana.

INDEMNITY OF FUNDING ENTITIES

Contractor agrees to indemnify and hold harmless the State of Louisiana, the Federal Government and its agencies (including but not limited to the Federal Emergency Management Agency (“FEMA”)) and the CITY, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys’ fees for trial and appeal, and for the preparation of same arising out of the Contractor’s, its officers’, agents’, employees’ and subContractors’ acts or omissions associated with this Contract.

SUSPENSION AND DEBARMENT (§200.213)

CONTRACTOR(s) with CITY are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS §200.321

- A. The CITY shall take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. Proposers shall complete the MBWB Participation Statement, attached as Attachment 9.
- B. Affirmative steps shall include:
 - Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - Using the services and assistance, as appropriate, of such organizations as the Small

Business Administration and the Minority Business Development Agency of the Department of Commerce; and

- Requiring the prime CONTRACTOR(s), if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (§60-1.4)

During the performance of this contract, the CONTRACTOR(s) agrees as follows:

- A. The CONTRACTOR(s) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR(s) shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR(s), state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The CONTRACTOR(s) shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR(s) legal duty to furnish information.
- D. The CONTRACTOR(s) shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR(s) commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The CONTRACTOR(s) shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The CONTRACTOR(s) shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the CONTRACTOR(s) non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR(s) may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The CONTRACTOR(s) shall include the provisions of paragraphs (1) through (8) in every

subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each Sub- CONTRACTOR(s) or proposer. The CONTRACTOR(s) shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the CONTRACTOR(s) becomes involved in, or is threatened with, litigation with a Sub-CONTRACTOR(s) or proposer as a result of such direction, the CONTRACTOR(s) may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).

In compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), and under 40 U.S.C. 3702 of the Act, each CONTRACTOR(s) shall 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 a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E-VERIFY PROGRAM

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subContractors performing work or providing services pursuant to the Contract to verify the employment eligibility of all new employees hired by the subContractor during the term of the Contract. The Contractor shall provide to the CITY, within thirty (30) days of the effective date of this Contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage). Contractor further agrees that it will require each subContractor that performs work under this Contract to enroll and participate in the E-Verify Program on the same terms as Contractor. Contractor shall obtain from its subContractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the CITY upon request.

CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387)

For contracts and sub grants of amounts in excess of \$150,000 the non-Federal CONTRACTOR(s) shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

COMPLIANCE WITH COPELAND "ANTI-KICKBACK"

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

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

CONTRACTOR(s) shall file the required certification. Each tier certifies to the tier above that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Proposers shall complete the Certification Regarding Lobbying, attached hereto as Attachment 7.

REQUIRED FORMS

- Proposers CERTIFICATION
- LIST OF PROPOSED SUBCONTRACTORS
- ANTI-COLLUSION AFFIDAVIT
- ANTI-LOBBYING AFFIDAVIT
- CONFLICT/NON-CONFLICT OF INTEREST/ LITIGATION STATEMENT
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS
- DRUG-FREE WORKPLACE AFFIDAVIT

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the CITY adequate time to evaluate the Proposals.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of the CITY or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

Sworn to and subscribed before me _____

BY:

this _____ day of _____, 2020

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Signature of Notary
Notary Public, State of

MAILING ADDRESS/ OR IF DIFFERENT
YOUR PRINCIPAL PLACE OF BUSINESS

Personally Known

CITY, STATE, ZIP CODE

-OR-

Produced Identification

()

Type: _____

TELEPHONE NUMBER

DUNS Number: _____

()

FAX NUMBER

Company Tax ID #

(The CITY only requires Company Tax Id numbers. The CITY is not requesting individual social security numbers.)

EMAIL ADDRESS

LIST OF PROPOSED SUBCONTRACTORS

PUBLIC ADMINISTRATION

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

(Make Additional Copies of this Sheet if Needed)

**ANTI-COLLUSION
AFFIDAVIT**

State Of _____

Parish Of _____

1. He is the _____ of _____ attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not collusive or sham proposal;
4. Neither the said Proposer, nor any of its officers, partners, CITY's agents, representatives, employees or parties in interest, including this affidavit, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix any overhead, profit, or cost element of the proposal price of any other Proposer to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against , or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, CITYs, employees, or parties, in interest, including this affiant.

_____ (Signature)

_____ (Printed Name and Title)

Subscribed and sworn to before me,
this the _____ day of _____, 20____.

Notary Public _____

CITY of _____, LA

My Commission expires _____

**ANTI-LOBBYING
AFFIDAVIT**

State Of _____

Parish Of _____

1. He is the _____ of, _____
(Title) (Company Name)
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not collusive or sham proposal;
4. Neither the said Proposer, nor any of its officers, partners, CITY's agents, representatives, employees, sub- Contractors or parties in interest, including in this affidavit, will nor has in any way used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, 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 other award covered by 31 U.S.C. 1352, and
5. I will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure will include any disclosures from any of its officers, partners, CITYs' agents, representatives, employees, sub-Contractors or parties in interest.

_____ (Signature)

_____ (Printed Name and Title)

Subscribed and sworn to before me,
this the _____ day of _____, 20____.

Notary Public _____

CITY of _____, LA

My Commission expires _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

- To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

- The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against it by such entities during the past ten (10) years.
- The undersigned proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any court, state or federal, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED
TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

**INSTRUCTIONS FOR CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned vendor in accordance with the requirements set forth within _____ Request for Proposal Number _____ dated _____, 20_____, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S SIGNATURE

DATE