



# AMITE RIVER BASIN DRAINAGE & WATER CONSERVATION DISTRICT (ARBC)

## ADDENDUM NO. 1 December 29, 2023

ARBC Master Plan  
RFQ: 23-001

Original Proposal Opening Date: Tuesday, January 16, 2024 at 2:00 PM

**REVISED Proposal Opening Date: TUESDAY, JANUARY 30, 2024 at 2:00 PM**

The following revisions shall be incorporated in and take precedence over any conflicting part of the Request for Qualifications for the ARBC Master Plan, dated December 13, 2023:

### SECTION 1.3 SCHEDULE OF EVENTS

	Date	Time (CST)
1. RFQ Available	December 13, 2023	8:00am
2. Deadline to receive written inquiries	<b>January 16, 2024</b>	2:00pm
3. Deadline to answer written inquiries	<b>January 23, 2024</b>	2:00pm
4. Proposal Opening Date	<b>January 30, 2024</b>	2:00pm

## **COMMENTS AND QUESTIONS**

1. *Could you provide a version of the RFQ with the "DRAFT" watermark removed for us to use the attachments for inclusion in our response.*

**A revised version of the RFQ without the DRAFT watermark is attached to this Addendum.**

Amite River Basin Drainage and Water Conservation District  
(ARBC)

NOTICE OF REQUEST FOR QUALIFICATIONS

Amite River Basin Drainage and Water Conservation District is seeking responses for the following project:

**ARBC Master Plan  
RFQ: 23-001**

Responses will be received until **2:00pm CST, January 30, 2024**. RFQ responses will be opened publicly at the physical location as identified in Section 1.4 of the RFQ documents and only respondents who have submitted a timely RFQ response shall be identified aloud. Prices shall not be read. Each response will be evaluated by a designated committee of the ARBC after the submission deadline and public opening has passed.

Each Proposal must be sealed. The outside of the envelope, box or package should be marked with the Proposer's Name and Address, the Proposal Name, the RFQ #, and the Proposal Opening Date.

The successful Respondent must supply ARBC with all required documentation as specified in the RFQ documents. Said Respondent must also be in Good Standing and licensed to do business in the State of Louisiana.

It is the Respondent's responsibility to check the ARBC website ([www.amitebasin.org](http://www.amitebasin.org)) frequently for any possible addenda that may be issued. The ARBC is not responsible for a Respondent's failure to download any addenda documents required to complete a submission.

Responses will be received at ARBC offices located at 3535 S. Sherwood Forest Blvd, Suite 135, Baton Rouge, Louisiana from each Respondent or his agent, or by certified mail with return receipt requested.

# REQUEST FOR QUALIFICATIONS

## ARBC Master Plan

RFQ Number: 23-001

Proposal Opening Date: January 30, 2024

Proposal Opening Time: 2:00 pm CST



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# REQUEST FOR QUALIFICATIONS

## FOR

### **PART I: OVERVIEW**

#### **1.1 Background**

ARBC is seeking Statements of Qualifications from engineering firms for the preparation of the initial Master Plan for the Amite River Basin Drainage and Water Conservation District.

##### **1.1.1 Purpose/Goals**

The purpose of this Request for Qualifications (RFQ) is to obtain informational proposals from qualified Respondents who are interested in providing Master Planning services to the Amite River Basin Drainage & Water Conservation District.

Submittal of a proposal does not create any right or expectation to a contract with the ARBC.

#### **1.2 Definitions**

- A. Shall — The term "shall" denotes mandatory requirements.
- B. Must - The term "must" denotes mandatory requirements.
- C. May - The term "may" denotes an advisory or permissible action.
- D. Should — The term "should" denotes a desirable action.
- E. Contractor — A Respondent who contracts with the ARBC.
- F. ARBC – Amite River Basin Drainage and Water Conservation District .
- G. Discussions- For the purposes of this RFQ, a formal, structured means of conducting written or oral communications/presentations with responsible Respondents who submit proposals in response to this RFQ.
- H. RFQ — Request for Qualifications.
- I. Respondent — Person or entity responding to this RFQ.
- J. Agreement — A contract between the Contractor and the ARBC.
- K. Evaluation Committee — Committee established for the purposes of evaluating proposals submitted in response to this RFQ.

### 1.3 Schedule of Events

	Date	Time (CST)
1. RFQ Available	December 13, 2023	8:00am
2. Deadline to receive written inquiries	January 16, 2024	2:00pm
3. Deadline to answer written inquiries	January 23, 2024	2:00pm
4. Proposal Opening Date	January 30, 2024	2:00pm
5. Oral discussions with Respondents, if applicable		<i>To be scheduled</i>
6. Notice of Intent to award to be mailed		<i>To be scheduled</i>
7. Contract initiation		<i>To be scheduled</i>

**NOTE: The ARBC reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFQ.**

### 1.4 Proposal Submittal

This RFQ is available in PDF format or in printed format from the ARBC office at 3535 S. Sherwood Forest Blvd, Suite 135, Baton Rouge, LA 70816 or on the ARBC website at [www.amitebasin.org](http://www.amitebasin.org)

It is the Respondent's responsibility to check the ARBC website frequently for any possible addenda that may be issued. ARBC is not responsible for a Respondent's failure to download any addenda documents required to complete an RFQ.

All proposals shall be received by the ARBC office **no later than the date and time shown in the Schedule of Events.**

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

- X Name and Address of Proposer
- X Proposal Name: **ARBC Master Plan**
- X RFQ #: **23-001**
- X Proposal Opening Date: **January 30, 2024**

Proposals may only be sent via certified mail, hand-delivery or courier service to our physical location at: 3535 S. Sherwood Forest Blvd., Suite 135, Baton Rouge, LA 70816

Respondent is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. ARBC is not responsible for any delays caused by the Respondent's chosen means of proposal delivery.

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



**PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY RESPONDENTS SUBMITTING TIMELY PROPOSALS SHALL BE IDENTIFIED ALOUD.**

### **1.5 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should exhibit the Respondent's understanding and approach to the contemplated projects. It should contain a summary of Respondent's ability to perform the services described in the RFQ and confirm that Respondent is willing to perform those services and enter into a contract with the ARBC.

**ATTENTION:** Please indicate in the Cover Letter which of the following applies to the signer of this proposal. Evidence of signature authority shall be provided upon the ARBC's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of state **or** a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the secretary of state. **A copy of the annual report or partnership record must be submitted to ARBC before contract award.**
2. The signer of the proposal is a representative of the Respondent authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification, or other supportive documents must be submitted to the ARBC before contract award,** which is anticipated to take place at the February 2024 board meeting.

The cover letter should also:

1. Identify the submitting Respondent and provide its federal tax identification number;
2. Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Respondent to contractually obligate the Respondent; and
3. Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents:** Organized in the order cited in the format contained herein.

- C. **Respondent Qualifications and Experience:** Statement of qualifications, which includes firm and staff qualifications and experience working on projects of a similar scope provided to government entities. Respondent should specifically provide a description of services requested herein which have been completed by the Respondent within the last three (3) years ("Recent Projects").

The description of any such Recent Projects should include the following:

1. Name of the client;
2. Year of the assignment and length of time to complete the project;
3. Nature of the services rendered; and

4. Professionals assigned to the project who are also committed to serve on this assignment.
- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFQ requirements.
- E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule:** Detailed schedule of an implementation plan. This schedule is to include implementation actions, timelines, responsible parties, an estimate of total time to acquire property up to the initial offer, etc.
- G. **References:** Respondent should provide names, addresses, telephone numbers, and contact persons for three (3) other public jurisdictions for which comparable services have recently been rendered, including a description of the services provided.
- H. **Customer Service:** Each Respondent should submit a provision for how customer service will be provided, including personnel assigned, toll-free number, and account inquiry, etc.
- I. **Resumes:** Each Respondent should submit resumes for account manager, designated customer service representative(s), and any other key personnel to be assigned to this project, including those of subcontractors if any.
- J. **Financial Stability Statement:** Each Respondent should submit information demonstrating the Respondent's financial stability (financial statements, annual reports, or similar data for the last three years).
- K. **Additional Information:** Each Respondent should submit any other information deemed pertinent by the Respondent including terms and conditions which the Respondent wishes ARBC to consider.
- L. **Acknowledgment and Waiver:** Respondent shall execute and have notarized an Acknowledgment and Waiver (Attachment "C" hereto).
- M. **Multiple Copies of Response:** Each Respondent shall submit one (1) signed original response. Four (4) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (see Section 5.2), and one (1) electronic copy via USB or CD.

## **PART II: SCOPE OF WORK/SERVICES**

### **2.1 Scope of Work/Services**

Interested Contractors shall have extensive knowledge, expertise, and experience with master planning, drainage and stormwater planning, flood control and floodplain management, water resource management, and watershed management.

Please see Attachment "A", for the detailed scope of work for the ARBC Master Plan.

## **2.2 Period of Agreement**

Contractor will begin work within 10 days following receipt of a written notice to proceed. Contract time for preliminary plans and final plans, including review, is 12 months following the issuance of the notice to proceed letter, with an option to amend to add optional services and extend the term as necessary. Delivery of the Master Plan to the Commission shall be no later than December 31, 2024. Delivery to the Legislature shall be no later than February 28, 2025.

The term of any contract resulting from this solicitation shall begin on the date of ARBC President's signature or approval in writing by the ARBC President or designee. The contract shall terminate pursuant to the terms and conditions of section 5.31 herein, the terms and conditions of the contract, operation of law, as agreed between the parties, or upon satisfactory completion of all services and obligations described in the contract.

Prior to commencing each work task, the Contractor will be required to secure a written Notice to Proceed Letter from the ARBC and must execute an acknowledgment that it will comply with all requirements of the funding agency, if applicable.

## **2.3 Price Schedule**

The selected Respondent will be expected to prepare and submit a detailed cost schedule based on the specific identified tasks of the Scope of Work.

## **2.4 Deliverables**

The deliverables listed in Scope of Work/Services are the minimum desired from the successful Respondent. Every Respondent should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

## **2.5 Location**

The location for work/delivery/service is to be performed, completed, and managed is the Amite River Basin.

### **PART III: EVALUATION**

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Compliance with the RFQ	15
Understanding of the Project	20
Approach to the Project	20
Ability to perform within the stated estimated timeframe	10
Qualifications of the Respondent, including, but not limited to, its experience, personnel assigned to similar projects, knowledge of the Amite River Basin watershed, and experience with projects in the Amite River Basin	25
Proposal quality, references, and prior work history in Louisiana	10
<b>Total</b>	<b>100</b>

The proposal will be evaluated in light of the material and the substantiating evidence presented to the ARBC not on the basis of what may be inferred.

The scores from each of the criteria will be combined to determine the overall score. The Respondent(s) with the highest overall score will be recommended for award. ARBC reserves the right to contract with more than one Respondent.

### **PART IV: PERFORMANCE STANDARDS**

#### **4.1 Performance Requirements**

Omitted as not applicable to this RFQ.

#### **4.2 Performance Measurement/Evaluation**

Omitted as not applicable to this RFQ.

### **PART V: GENERAL PROVISIONS**

#### **5.1 Legibility/Clarity**

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

## 5.2 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

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

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

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

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

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

The ARBC reserves the right to make any proposal, including proprietary information contained therein, available to ARBC personnel, the CPRA, or other state agencies or organizations for the sole purpose of assisting the ARBC in its evaluation of the proposal. The ARBC shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from ARBC Executive Director or President.. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information have been removed.

### **5.3 Proposal Clarifications Prior to Submittal**

#### **5.3.1 Pre-proposal Conference**

Omitted as not applicable to this RFQ.

#### **5.3.2 Respondent Inquiry Periods**

ARBC shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and ARBC operations. ARBC reasonably expects and requires *responsible and interested* Respondents to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Respondents to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries **MUST** be submitted in writing by an authorized representative of the Respondent, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during a Pre-proposal conference). All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFQ. Only those inquiries received by the established deadline shall be considered by the ARBC. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by e-mail or hand-delivery to:

Attn: Rachael Lambert

E-Mail: RLambert@amitebasin.org

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

Respondent shall be aware that this RFQ is not subject to the Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Respondents are not provided an opportunity to protest the process or results of this RFQ.

### **5.4 Errors and Omissions in Proposal**

ARBC will not be liable for any error in the proposal. Respondent will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: the ARBC reserves the right to make corrections or clarifications due to patent errors identified in proposals by the ARBC or the Respondent. ARBC, at its option, has the right to request clarification or additional information from the Respondent.

## **5.5 Proposal Guarantee**

Omitted as not applicable to this RFQ.

## **5.6 Performance Bond**

Omitted as not applicable to this RFQ.

## **5.7 Changes, Addenda, Withdrawals**

ARBC reserves the right to change the Schedule of Events or issue Addenda to the RFQ at any time. ARBC also reserves the right to cancel or reissue the RFQ. If the Respondent needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Respondent, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

## **5.8 Withdrawal of Proposal**

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

## **5.9 Material in the RFQ**

Proposals shall be based only on the material contained in this RFQ. The RFQ includes official responses to questions, addenda, and other material, which may be provided by the ARBC pursuant to the RFQ.

## **5.10 Waiver of Administrative Informalities**

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

## **5.11 Proposal Rejection**

Issuance of this RFQ in no way constitutes a commitment by the ARBC to award a contract. The ARBC reserves the right to accept or reject any or all proposals submitted or to cancel this RFQ if it is in the best interest of the ARBC to do so.

## **5.12 Ownership of Proposal**

All materials (paper content only) submitted in response to this request become the property of the ARBC. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the ARBC and not returned to Respondents. Any copyrighted materials in the response are not transferred to the ARBC.

### **5.13 Cost of Offer Preparation**

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

### **5.14 Non-negotiable Contract Terms**

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

### **5.15 Taxes**

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

### **5.16 Proposal Validity**

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

### **5.17 Prime Contractor Responsibilities**

The selected Respondent shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The ARBC shall consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **5.18 Use of Subcontractors**

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

If it becomes necessary for the prime contractor to use subcontractors, the ARBC urges the prime contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the ARBC.



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

#### **5.19 Written or Oral Discussions/Presentations**

Written or oral discussions may be conducted with Respondents who submit proposals determined to be reasonably susceptible of being selected for award; however, the ARBC reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received. Any such written or oral discussion shall be initiated by the ARBC.

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

Written or oral discussions/presentations for clarification may be conducted to enhance the ARBC's understanding of any or all of the proposals submitted. Any such written or oral discussions/presentations shall be initiated by the ARBC. Proposals may be accepted without such discussions.

#### **5.20 Acceptance of Proposal Content**

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

#### **5.21 Evaluation and Selection**

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

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Respondents to make this determination. Any such written or oral discussions shall be initiated by the Evaluation Committee.

Results of the evaluations will be provided by the Evaluation Committee to the full board of the ARBC. Written recommendation for award shall be made for the Respondent(s) whose proposal, conforming to the RFQ, will be the most advantageous to the ARBC price and other factors considered.

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

#### **5.22 Contract Negotiations**

If for any reason the Respondent whose proposal is most responsive to the ARBC's needs, price and other evaluation factors set forth in the RFQ considered, does not agree to a contract, that proposal shall be rejected and the ARBC may negotiate with the next most responsive Respondent.

Negotiation may include revision of non-mandatory terms, conditions, and requirements. The full board of the ARBC must approve the final contract form and issue a purchase order, if applicable, to complete the process.

### **5.23 Contract Award and Execution**

The ARBC reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFQ, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the ARBC.

Respondents are discouraged from submitting their own standard terms and conditions with their proposals. Respondents should address the specific language in the sample contract in Attachment "B" of this RFQ and submit any exceptions or deviations the Respondent wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds thirty (30) days or if the selected Respondent fails to sign the contract within **twenty calendar** days of delivery of it, the ARBC may elect to cancel the award and award the contract to the next-highest-ranked Respondent.

Award shall be made to the Respondent with the highest points, whose proposal, conforming to the RFQ, will be the most advantageous to the ARBC, price and other factors considered.

The ARBC may determine to contract with multiple Respondents.

### **5.24 Acknowledgment and Waiver of Protest Rights**

Respondent shall execute an Acknowledgment and Waiver (the "Waiver") (Attachment "C") and shall produce same to the ARBC along with its proposal. Such Waiver shall state that Respondent has read this RFQ and the Waiver, and understands that the ARBC's obligations under this RFQ are not dictated by Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Respondent understands that it is provided no opportunity for protest and waives all such rights.

### **5.25 Notice of Intent to Award**

Upon review and approval of the evaluation committee's and agency's recommendation for award, the Procurement Department will issue a "Notice of Intent to Award" letter to the apparent successful Respondent(s). A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the ARBC, the ARBC may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Respondent.

The President or Executive Director of ARBC will also notify all unsuccessful Respondents as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names,

and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued.

#### **5.26 Insurance Requirements**

The Contractor shall comply with all insurance requirements of the ARBC as contained in Attachment "D". All policies of insurance shall meet the requirements of the ARBC prior to the commencing of any work. The ARBC has the right, but not the duty, to approve all insurance policies prior to the commencing of any work. Contractor shall furnish the ARBC with certificates of insurance effecting coverage(s) required by the RFQ (see Attachment "D"). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the ARBC before work commences. The ARBC reserves the right to require complete certified copies of all required policies, at any time.

#### **5.27 Subcontractor Insurance**

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

#### **5.28 Indemnification and Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or *force majeure*. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify and hold harmless the ARBC from suits, actions, damages, and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act of the ARBC. In connection therewith, the Contractor shall execute the Hold Harmless Agreement furnished by the ARBC (Attachment "E"). Work may not commence until such Hold Harmless Agreement is executed by the Contractor and received by the ARBC.

Contractor will indemnify, defend and hold the ARBC harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the ARBC in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the ARBC shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the ARBC may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the ARBC shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) ARBC's unauthorized modification or alteration of a Product, Material, or Service; (ii) ARBC's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) ARBC's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the ARBC's exclusive remedy to take action in the following order of precedence: (i) to procure for the ARBC the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the ARBC up to the dollar amount of the Contract.

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

## **5.29 Fidelity Bond Requirements**

Omitted as not applicable to this RFQ.

## **5.30 Payment**

### **5.30.1 Payment for Services**

The Contractor may invoice the ARBC monthly, in accordance with the Pricing Schedule agreed to by the parties, at the billing address designated by the ARBC. .Payments will be made by the ARBC within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the ARBC. Invoices shall include the purchase order number. Invoices submitted without this information will not be approved for payment until the required information is provided/reflected on the invoice.

## **5.31 Termination**

### **5.31.1 Termination of the Contract for Cause**

The ARBC may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the ARBC shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the

Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the ARBC may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

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

### **5.31.2 Termination of the Contract for Convenience**

The ARBC may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### **5.31.3 Termination for Non-Appropriation of Funds**

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Louisiana Legislature and CPRA. If the Louisiana Legislature or CPRA I fails to appropriate or provide sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **5.32 Assignment**

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

### **5.33 No Guarantee of Quantities**

The quantities referenced in the RFQ are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the ARBC to increase or decrease the amount, at the unit price stated in the proposal.

The ARBC does not obligate itself to contract for or accept more than its actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

### **5.34 Audit of Records**

The ARBC's Auditor, state auditors, federal auditors or others so designated by the ARBC, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after Project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### **5.35 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

### **5.36 Record Retention**

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

### **5.37 Record Ownership**

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

### **5.38 Content of Contract/ Order of Precedence**

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

### **5.39 Contract Changes**

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

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

#### **5.40 Substitution of Personnel**

The ARBC intends to include in any contract resulting from this RFQ the following condition:

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

#### **5.41 Governing Law**

All activities associated with this RFQ process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and specifications listed in this RFQ. Jurisdiction and venue for any suit filed in connection with this RFQ process and contract shall be exclusive to the 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

#### **5.42 Anti-Kickback Clause**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### **5.43 Clean Air Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

#### **5.44 Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### **5.45 Clean Water Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

#### **5.46 Anti-Lobbying and Debarment Act**

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



# ATTACHMENT "A"

## Scope of Work

The scope of work consists of

### **TASK 1 — MASTER PLAN**

Every six (6) years, The Amite River Basin Commission is legislatively required to develop a Master Plan. The document must be digestible to the average stakeholder, incorporating project imagery, visuals, and content that explains fundamentals of ARBC accomplishments (funding information, partners, challenges, etc.). The plan should also serve as a communication tool to support outreach efforts and assist the Commission in working more closely with FEMA, the National Flood Insurance Program (NFIP), the Community Rating System (CRS), our non-voting technical partners (DOTD, CPRA, PLD), GOHSEP, OCD, the Louisiana Watershed Initiative (LWI), and other States. Supplemental materials (website content, presentations, one-pagers, summary documents, etc.) are critical in executing stakeholder briefings and supporting outreach. The Contractor shall provide a comprehensive Master Plan in accordance with all applicable legislation.

Further details of the task required are as follows:

A Master Plan shall be developed for comprehensive drainage, flood control, and water resource management within the district ("watershed management") through the construction and management of projects and programs, including planning, permitting, development and waterway management. The Master Plan shall address watershed management from both short-term and long-range perspectives and shall incorporate structural, nonstructural, conservation, management, and institutional components of both efforts. The Master Plan shall include a list of projects and programs required for implementation, a schedule and estimated costs, and explain why each project or program was selected and how it advances the plan objectives. The Master Plan shall be consistent with the CPRA Master Plan. The Master Plan shall provide for public outreach and public hearings in at least the northern, central, and southern portions of the district.

The Master Plan shall place a heavy focus and constant emphasis on plans that include project inventories, implementation plans and strategies that maximize the use of innovative funding strategies, such as public-private partnerships, pursuit of grant funding, capital outlay, and millage initiatives to the extent necessary to timely fund and implement the planned projects and programs. The project inventory process will require project ideation, feasibility analysis, preliminary engineering, H&H and modeling.

The Master Plan shall coordinate with each parish's hazard mitigation plans. The Master Plan shall consider and prioritize policies and programs that maximize participation in the FEMA Community Rating System and reduce flood risk and reduce flood insurance premiums.

A primary deliverable of the floodplain approach is to assess the existing flood-vulnerable conditions throughout the region and within each watershed. Vulnerability, according to FEMA, is the measure of the capacity to weather, resist, or recover from the impacts of a hazard in the short and long-term. Vulnerability depends on many factors such as land use, extent and type of construction, contents and use, the nature of populations (mobility, age, health), and event warning systems. To decrease future flood-risk an understanding of the region's vulnerabilities must first be established.

Understanding existing vulnerabilities within each watershed and using this information to enhance CRS participation are critical initial steps for developing a resiliency plan to ultimately decrease loss of life and property. The Master Plan should place an emphasis on information/sections in the plan to increase CRS credit for participating communities.

At a minimum, the Master Plan should include the following items or sections:

- A. Letter from the President and/or elected officials endorsing the Master Plan.
- B. Introduction: Section should describe the purpose and intent of the Plan and include an explanation of how achieving the goals outlined therein would make the region safer, more sustainable, and economically stronger; also should credit stakeholder groups.
- C. Executive Summary: section should consist of a clear and concise summary of the Plan's content and emphasize the key flood risk challenges and action items to be implemented. Section should be able to stand alone as a document.
- D. LWI Overview Narrative: Section should align the Master Plan with the larger LWI program and statewide watershed plan. Section should reference the CDBG-MIT Action Plan and other existing LWI program documents.
- E. Current Conditions: Section should include a narrative describing the geography and political boundaries, region governance, natural and built environment, community and economy.
- F. Flood Risk Profile: Section should address the following regional attributes: location and extent of the floodplain, location and extent of severe repetitive loss and repetitive loss properties, flood-related major disaster declarations and other events, and social vulnerability and flood risk.
- G. Plan & Code Assessment: Section should review and identify state, regional and local regulations impacting the watershed.
- H. Establishment of Regional Priorities: Section should identify regional priorities related to floodplain management including rationale for selection
- I. Project Prioritization Framework: Section should set forth a general prioritization for the types of projects, their outcomes, goals, and beneficiaries that are most important to the region. A rubric for how to quantify and compare those benefits across projects should be included. The framework would not name specific projects or create geographic prioritization but translate the Commission's overall flood risk reduction goals into a guide for future project assessment.
- J. Master Planning Process: Section should include a summary of the planning process for the Master Plan. It should reference the State Watershed Plan and be amended throughout planning to reflect changes that occur during statewide watershed planning presentations and local planning efforts. This section should accurately and concisely capture the planning process that was implemented, with an emphasis on stakeholder engagement and planning effort milestones, and include an outline of the process by which the Plan can be amended and updated.
- K. The Plan should incorporate everything related to flood hazards, vulnerability, and risk throughout the Basin into a set of actionable priorities and implementation strategies, guided by the data, modeling, analysis, and policy frameworks.
- L. Governance: Section should recognize laws/rules/procedures/decision making authorities and explain how those govern the plan and what authority the plan has.
- M. Risk Modeling and Project Identification: Section should summarize how the model outputs and other relevant data informed project identification.
- N. Project Evaluation and Prioritization: Section should identify projects using the best available data and analyze, evaluate, and prioritize projects based on potential costs, benefits, and alignment with Commission priorities, including a detailed description of the decision making tools to evaluate and prioritize the projects, including prioritization framework.

- O. Projects: Section should include projects that will result in a measurable and verifiable reduction in risk to loss of life and property while also advancing long-term resilience. Projects should be consistent with best practices and reflect a data driven, watershed-based approach to floodplain management. Section should include a comprehensive set of project profiles that summarize the scope of work, budget, and costs/benefits associated with each project, along with intended source(s) of funding. Project consistency with the state plan and pending Uniform Nonstructural Program Framework should be addressed.
- P. Programs: Section should include programs that further the reduction of flood risk and advance regional floodplain management, including but not limited to education and outreach programs, capacity building initiatives, supporting local jurisdictions to assess and/or adopt model ordinances, pursuing stormwater financing opportunities, and other similar endeavors.
- Q. Policies: Section should include future land use policies to further the reduction of flood risk and advance regional floodplain management. A detailed accounting of current zoning/land use regulations for each parish in the Basin and proposed changes to be implemented should be included.
- R. Implementation: Section should describe the Commissions approach to implementing the projects and comprehensive funding strategy for a wide range of current and projected funding opportunities. Long-term funding and revenue stream for the Commission should be emphasized heavily.
- S. Future Planning: Section should describe the region's vision for engaging in future planning efforts and ensuring that the Master Plan is responsive to the regions changing needs while remaining consistent with the state plan, including a description of the timeline for plan updates.
- T. Maintenance: Section should address and formulate a plan for long-term maintenance of project and regional waterways within the Basin.
- U. Wetland Bank Mitigation: Section should explore the creation and management of a wetland mitigation bank on lands owned by the district, including feasibility.
- V. Conservation: The conservation aspect of watershed management should be explored in the Master Plan. This could include restoration activities, land use planning, regulations, preservation, and resiliency.

### **Project Status Reports, Meetings, and Design Schedule**

Contractor shall submit a Project Status Report with each invoice submitted to the ARBC. Contractor shall attend any and all meetings with the ARBC regarding the status of the Project. Contractor shall submit a design schedule including target completion dates or timelines for milestone design activities.

Delivery of the Master Plan to the Commission shall be no later than December 31, 2024. Delivery to the Legislature shall be no later than February 28, 2025.

ATTACHMENT "B"

**CONTRACT FOR PROFESSIONAL SERVICES**

**Contract No.:**

Be it known, that on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, the Amite River Basin Drainage and Water Conservation District (hereinafter sometimes referred to as "ARBC") and \_\_\_\_\_, an entity qualified to do and doing business in this State and Parish (hereinafter referred to as "Contractor") do hereby enter into this Contract for Professional Services under the following terms and conditions.

**I. SCOPE OF SERVICES**

Contractor hereby agrees to furnish the following services: **ARBC Master Plan**

**2. DOCUMENTS**

- A. The Contractor shall furnish sufficient personnel and resources to complete all tasks as listed in the scope of work (attachment A) per the deadlines set forth by this RFQ.
- B. All data collected by the Provider and all documents, notes, drawings, tracings, and files shall remain the property of the ARBC except as otherwise provided herein. The Provider shall furnish to the ARBC copies of any project documents requested by the ARBC.
- C. Notwithstanding any Section hereinafter, there will be retention of all related records as follows:
  - 1) All records, reports, documents and other material delivered or transmitted to Provider by ARBC shall remain the property of ARBC, and shall be returned by Provider to ARBC, at Contractor's expense, at termination or expiration of this Contract. All records, reports, documents, exhibits or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of ARBC, and shall, upon request, be returned by Contractor to ARBC, at Contractor's expense, at termination or expiration of this Contract.
  - 2) The ARBC and Contractor acknowledge and agree that the ARBC has the right to review all records, reports, worksheets or any other material of either party related to this Contract. Contractor further agrees that Contractor will furnish to the ARBC, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Contractor or ARBC related to this Contract.

## ATTACHMENT "B"

- 3) Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its offices at any reasonable time for inspection and copying by the ARBC.
  - 4) Contractor shall retain all of its records and supporting documentation applicable to this Contract with the ARBC for a period of three (3) years after termination of the Contract, except as follows:
    - a. Records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.
    - b. All such records and supporting documentation shall be made readily available, upon request, for inspection, copying or audit by representatives of the ARBC. In the event the Contractor goes out of existence, it shall turn over to the ARBC all of its records relating to this Contract to be retained by the ARBC for the required period of time.
- F. In the event there is re-use of any documents created by Contractor, Contractor invokes the protections afforded it as per La. Revised Statute R.S. 38:2317.
- G. All of Contractor's pre-existing or proprietary computer programs, software, information, standard details or material developed by Contractor outside of this agreement shall remain the exclusive property of the Contractor.

### 3. PAYMENT OF ALL FEES AND ALL EXPENSES

This Section shall apply to all payments that may be due to Contractor by ARBC. The Payment Schedule is set forth in Section I, above.

#### A. IF ON AN HOURLY BASIS:

- 1) Contractor agrees to submit, at the end of each calendar month, a written and detailed itemization of all work performed listing time by date the work performed by hours with specific reference to the nature of the work performed (e.g., drafting of plans, review of files, etc.). All invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual delineated incrementally to the tenth of the hour, their name, classifications, and a detailed description of the work performed.

## ATTACHMENT "B"

- 2) Unless otherwise authorized in writing, Contractor will not be paid for research, or for photocopies at more than \$0.15 (fifteen cents) per copy for copies less than 11" x 17" and copies larger than 11" x 17" shall be charged on a reasonable basis.
- 3) There shall be no fees charged by nor paid to Contractor for consultation with the ARBC, secretarial time, attendance at public meetings, and/or travel time for consultation with the ARBC, unless specifically provided for in the Scope of Work to be performed, without the express written pre-approval of the ARBC.
- 4) Invoices for services shall be submitted by Contractor to the Executive Director of ARBC issuing the work for review and approval.
  - (a) All invoices must indicate the ARBC Purchase Order Number and Work Order Number.
  - (b) All billings by Contractor for services rendered shall be submitted in writing.
  - (c) Contractor shall be reimbursed for reasonable out-of-pocket expenses. Any out-of-pocket expense in excess of \$250.00 shall be pre-approved by the ARBC. Failure by Contractor to obtain pre-approval from the ARBC of expenditures in excess of \$250.00 shall constitute grounds for denial of payment for that expense.
  - (d) Out of Amite River Basin District area travel time is billable as services only and specifically at the direction and convenience of the ARBC, if it is performed during normal working hours, and if it does not cause service charges for the day to exceed eight hours. Such travel time must be pre-approved, in writing, by the ARBC.
  - (e) Contractor hereby agrees that it shall be solely responsible for the payment of all applicable local, state and, federal taxes on the funds it receives under this Contract.
- 5) The ARBC agrees to make payment to Contractor for services upon receipt and approval of each invoice. The ARBC will pay Contractor the amount due and payable within thirty (30) days of receipt, unless a conflict results in a delay of payment. Upon receipt of each invoice, the ARBC shall have the right and opportunity to review, confirm or otherwise determine the accuracy of each invoice and performance of service. In the event that the ARBC disputes or otherwise may question the accuracy of each invoice or quality of all work performed in connection with an invoice, the ARBC may withhold full or partial payment of any invoice until a successful and satisfactory resolution can be reached between the Parties. ARBC agrees to not unreasonably withhold payments of any invoice.

## ATTACHMENT "B"

- 6) Other than the fee schedule herein, there will be absolutely no additional fees due Contractor to cover its overhead costs, general expenses, capital expenses, expenses for principal/branch/ field offices, employees salaries, direct and indirect costs, additional costs or profit of any nature whatsoever in excess of the previously agreed hourly rate.

### B. IF ON A LUMP SUM BASIS:

Where there is payment based upon a lump sum fee for all required for this project, the ARBC shall pay the Contractor a lump sum fee at the conclusion of the project and acceptance by the ARBC, unless other terms are negotiated and agreed upon by both Parties in the Scope.

### C. IF ON OTHER BASIS

If there is any other payment method, other than hourly or lump sum, the terms shall be specified in Section 1 (Scope of Services) above.

## 4. NON-ASSIGNABILITY

Contractor shall not assign nor transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the ARBC. Failure to obtain the prior written consent of the ARBC may be grounds for termination of this Contract. Claims for money due or to become due to the Contractor from the ARBC under this Contract may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the ARBC.

## 5. BUDGET LIMITATION

- A. The ARBC shall determine the budget for this project, and the ARBC shall advise the Contractor of the budget limitation in writing. The Contractor shall use its best judgment and expertise to design this project within the proposed budget. Any subsequent budget revisions shall be confirmed in writing.
- B. It is the responsibility of the Contractor to advise the ARBC in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. Contractor understands and specifically warrants that it assumes the sole responsibility to advise the ARBC in advance if Contract funds or Contract terms may be insufficient to complete Contract objectives. In providing opinions of probable construction cost, the ARBC understands that the Contractor has no control over costs and price of labor, equipment or materials or over the general Contractor's method of pricing, and that the opinion of probable costs provided herein are made on the basis of the Contractor's qualifications and experience.

## ATTACHMENT "B"

- C. The continuation of this Contract is contingent upon the appropriation of funds by the ARBC and the CPRA to fulfill the requirements of the Contract. If the CPRA fails to appropriate sufficient monies to provide for the continuation of this or any other related Contract, or if such appropriation is reduced by the CPRA or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### 6. NOTICE TO PROCEED

The ARBC, shall issue the Contractor a Notice to Proceed in writing. This notice shall include the Work Order Number, Purchase Order Number, and instructions to undertake the services stated herein. The Contractor shall commence the services within ten (10) days after receipt of such notification, unless a shorter time period has been provided in the scope of services, or in emergency situations. The work necessary for the completion of each task shall be completed promptly following the Contractor's receipt of the Notice to Proceed. If the ARBC desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the ARBC and the Contractor shall mutually agree upon the period of time within which services for each part of the Project shall be performed. The Contractor will be given time extensions for delays beyond its control, or for those delays caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed or due Contractor for such delays caused by the Contractor.

### 7. INSURANCE

The Contractor shall secure and maintain at its expense such insurance as may be required by the attached "Insurance Requirements". It is specifically understood that this agreement shall not be effective until such time as all insurance requirements are met by the Contractor and approved by the ARBC.

### 8. OTHER TERMS AND CONDITIONS

- A. The Contractor shall, at all times during the term of this Contract, maintain valid Louisiana licenses and commissions as are customarily required of such a Contractor, including but not limited to those that may be required by this State and/or Parish. The Contractor agrees to renew and or keep current all licenses and commissions herein. The Contractor agrees to maintain a copy of all such licenses or commissions on file at all time and make same available for review as may be reasonably requested by the ARBC.
- B. The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in Louisiana.



## ATTACHMENT "B"

- C. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the ARBC, its elected and appointed officials, departments, agencies, boards and commissions, their officers, agents, servants, employees including volunteers, from and against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life, injury or damages to persons or property, growing out of, resulting from, or by reason of any acts, errors, and/or omissions, by Contractor, its agents, servants or employees, and subcontractors, as well as any and all costs, expenses and/or attorney fees incurred as a result of any claims, demands, and/or causes of actions that arise while engaged in connection with the services required to be performed by the Contractor under this Contract. Contractor further agrees to pay all reasonable expenses and attorneys' fees incurred by the ARBC in establishing the right to indemnity pursuant to the provisions in this Contract.
- D. This Contract shall be binding upon the successors and assigns for the Parties hereto.
- E. This Contract represents the entire Contract between ARBC and Contractor.
- F. This Contract is made under the Laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The Parties hereto agree that the sole and exclusive venue for all lawsuits, claims, disputes, and other matters in question between the Parties to this Contract or any breach thereof shall be in the 19<sup>th</sup> Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.
- G. Contractor agrees to a covenant against contingent fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the ARBC shall have the right to annul this Contract without liability.
- I. This Contract may be amended only by mutual written consent of the respective Parties.
- J. Third Party Beneficiary: it is specifically agreed by and between the Parties to this Contract that no person or party is intended, deemed, considered, or construed to be a third party beneficiary of this Contract.
- K. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.

## ATTACHMENT "B"

- L. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver of such right or remedy.
- M. Severability: if any provision or item in this Contract is held invalid or unenforceable for any reason, then such invalidity or unenforceability shall not affect other provisions or items of this Contract. In such event, the remaining portions shall be given full force and effect without the invalid provision or item, and to this end the provisions or items of this Contract are hereby declared severable.
- N. It is specifically understood that the terms "agreement" and "Contract" may be used interchangeably. It is specifically understood that the terms "Owner" and "ARBC" and "Amite River Basin Drainage and Water Conservation District (hereinafter sometimes referred to as "ARBC")" may be used interchangeably.
- O. Conflict of Interest: it is understood and agreed between the Parties hereto that Contractor is not retained exclusively by the ARBC but that the ARBC may be retain other Contractors during the term of this Contract. In the event of reasonably known conflicts of interest or potential conflicts of interest between the ARBC and other Parties who have engaged Contractor, the Contractor agrees to make full disclosure of the same, and that they will take no action on behalf of any other client directly adverse to the ARBC, nor will Contractor take any action on behalf of the ARBC directly adverse to any other client.
- P. Contractor warrants that Contractor is qualified to perform the intended purposes of this agreement. In the event that Contractor becomes not fit nor qualified for any reason whatsoever, then Contractor agrees to withdraw from work herein at no cost to the ARBC. In the event that the ARBC determines that Contractor is not suited for ARBC purposes or otherwise fails to represent ARBC policies to the satisfaction of the ARBC, then Contractor agrees to withdraw from this agreement.
- Q. Contractor specifically agrees and understands that Contractor shall not maintain or otherwise claim that it possesses any security interest in any aspect of the work that forms the basis of this agreement.
- R. Contractor agrees to perform all services in a workmanlike and professional manner. Contractor recognizes and understands that time is of the essence. Contractor agrees to perform and provide services in accordance with this agreement and all incorporated attachments.

## 9. TERMINATION, CANCELLATION, AND SUSPENSION

### A. Termination

The term of this Contract shall be binding upon the Parties hereto until the work has been completed by the Contractor and accepted by the ARBC, and all payments required to be made

## ATTACHMENT "B"

to the Contractor have been made. But, this Contract may be terminated upon thirty (30) days written notice under any or all of the following conditions:

- 1) By mutual agreement and consent of the Parties hereto;
- 2) By the ARBC as a consequence of the failure of the Contractor to comply with the terms, progress, or quality of the work in a satisfactory manner, proper allowances being made for circumstances beyond the control of the Contractor;
- 3) By either party upon failure of the other party to fulfill its obligations as set forth in this Contract;
- 4) By the ARBC with less than thirty (30) days notice due to budgetary reductions and changes in funding priorities by the ARBC;
- 5) In the event of the abandonment of the project by the ARBC.

Upon termination, the Contractor shall be paid for actual work performed prior to the Notice of Termination, either based upon the established hourly rate for services actually performed, or on a pro-rata share of the basic fee based upon the phase or percentage of work actually completed, depending on the type of compensation previously established under this Contract.

Upon Termination, the Contractor shall deliver to the ARBC all original documents, notes, drawings, tracings, computer files, and other files pertaining to this Contract or the Work performed, except for the Contractor's personal and administrative files.

### B. Cancellation

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the ARBC. If the Louisiana Legislature, ARBC or CPRA fails to appropriate sufficient monies to provide for the continuation of this or any other Contractor for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. It is understood and agreed that paragraph (9)(C) below may preempt this paragraph, all at the exclusive and unilateral option of the ARBC.

### C. Suspension

Should the ARBC desire to suspend the work, but not definitely terminate the Contract, the ARBC shall supply the Contractor with thirty (30) days notice. The ARBC will also supply Contractor thirty (30) days notice that the work is to be reinstated and resumed in full force. Contractor shall receive no additional compensation during the suspension period. The Parties may revisit the terms of this Contract during the suspension period. The suspension shall not exceed six (6) months, unless mutually agreed upon between the Parties.

## ATTACHMENT "B"

- D. In the event of a default and/or breach of this agreement and this matter is forwarded to legal counsel, then the prevailing party may be entitled to collect reasonable attorney fees and all costs associated therewith whether or not litigation is initiated. Attorney fees shall be based upon the current, reasonable prevailing rate for counsel in the private sector. The Parties agree to be responsible for such attorney fees, together for all with legal interest from date of agreement breach, plus all costs of collection.
- E. Termination or cancellation of this agreement will not affect any rights or duties arising under any term or condition herein.
- F. As to the filing of voluntary or involuntary bankruptcy by Contractor, Contractor agrees that if any execution or legal process is levied upon its interest in this Contract, or if any liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, or if it should breach this Contract in any material respect, the ARBC shall have the right, at its unilateral option, to immediately cancel and terminate this Contract. In the event that Contractor is placed in any chapter of bankruptcy, voluntarily or involuntarily, or otherwise triggers any provision of the preceding sentence herein, it is understood and agreed that all materials, goods and/or services provided shall be and remain the property of the ARBC. All rights of Contractor as to goods, wares, products, services, materials and the like supplied to ARBC shall be deemed forfeited.

### 10. AUDITORS

Notwithstanding other Sections herein, Contractor shall maintain all records for a period of three years after the date of final payment under this Contract. It is hereby agreed that the ARBC, Louisiana Legislative Auditor, Louisiana Inspector General or its designated auditor shall have the sole, unilateral and exclusive option of auditing all accounts of Contractor which relate to this Contract. Such audit may be commenced at any reasonable time. Contractor agrees not to delay, retard, interrupt or unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the ARBC that Contractor delays, retards, interferes with or otherwise interrupts such an audit, the ARBC may seek such relief as per law. In such an event, Contractor agrees to be liable for all reasonable attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

### 11. TERM OF CONTRACT

- A. The effective date of this agreement shall begin on the date of the ARBC President's signature or acceptance of the Contractor's insurance carrier, whichever occurs last. Notwithstanding the foregoing, in no event, shall this Contract be valid until it has been approved in writing by the ARBC President or his designee.

## ATTACHMENT "B"

B. This Professional Services Contract shall terminate as follows:

- 1) As per the terms and conditions of Paragraph 9 hereinabove, or;
- 2) As per operation of law, or;
- 3) As agreement between the Parties, or;
- 4) Upon the satisfactory completion of all services and obligations described herein.

### 12. DISCRIMINATION CLAUSE

Contractor agrees to comply with the Americans with Disabilities Act of 1990 and any current amendments thereto. All individuals shall have equal access to employment opportunities available to a similarly suited individual. Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract. Contractor agrees to abide by the requirements of all local, state, and/or federal law, including but not limited to the following: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the requirements of the Americans with Disabilities Act of 1990. Contractor warrants and guarantees that it is an Equal Employment Opportunity employer. In all hiring or employment made possible by or resulting from this Contract, there shall not be any discrimination against any person because of race, color, religion, sex, national origin, disability, age or veterans status; and where applicable, affirmative action will be taken to ensure that Contractor's employees are treated equally during employment without regard to their race, color, religion, sex, national origin, disability, age, political affiliation, disabilities or veteran status. This requirement shall apply to but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, age or veteran status.

### 13. INDEPENDENT CONTRACTOR

- A. While in the performance of services or carrying out obligations herein, the Contractor shall be acting in the capacity of an independent contractor (as defined in LA R.S. 23:1021(7)), and not as an employee of the ARBC. Nothing herein shall create a partnership between the Contractor and the ARBC. The ARBC shall not be obliged to any person, firm or corporation for any obligations of the Contractor arising from the performance of its services under this agreement. The Contractor shall not be authorized to represent the ARBC with respect to services being performed, dealings with other agencies, and administration of specifically related contracts, unless done so in writing by the ARBC.

ATTACHMENT "B"

B. Contractor hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Contractor agrees to be responsible for and to pay all applicable federal income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. Contractor agrees to indemnify and hold the ARBC harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the ARBC's treatment of Contractor as independent contractor. Contractor further agrees to reimburse ARBC for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

C. Contractor acknowledges Exclusions of Workmen's Compensation and/or Unemployment Coverage.

14. NOTICES

All notices shall be by certified mail, return receipt requested, and sent to the following individuals at the following addresses. Changes of person and addresses are to be exchanged in a like manner:

Contractor: \_\_\_\_\_ (company name)  
\_\_\_\_\_ (address)  
\_\_\_\_\_, \_\_\_\_\_ (city, state zip)

15. RECORDATION OF CONTRACT

Contractor authorizes ARBC to deduct from any payment due herein costs for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law. Contractor agrees to execute an excerpt or extract of this agreement for recordation purposes. If Contractor fails to execute such an excerpt, then the ARBC shall file and record the entire Contract and all attachments at the expense of Contractor and ARBC is hereby authorized to deduct all related costs from any proceeds due to the Contractor.

16. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Contractor warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Contractor is a member of a corporation, partnership, LLC, LLP, or any other juridical entity, the ARBC requires, as an additional provision, that Contractor supplies a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract.

ATTACHMENT "B"

This Contract is executed in Three (3) originals. IN TESTIMONY WHEREOF, they have executed this agreement, the date(s) written below.

WITNESSES:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSES:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

AMITE RIVER BASIN DRAINAGE AND  
WATER CONSERVATION DISTRICT

Signature: \_\_\_\_\_

Print Name: John Clark

Title: President

Date: \_\_\_\_\_

ATTACHMENT "C"

ACKNOWLEDGMENT AND WAIVER

\_\_\_\_\_ ("Respondent") hereby acknowledges that it has received Request for Qualifications No. 23-001), issued by the Amite River Basin Drainage and Water Conservation District (hereinafter sometimes referred to as "ARBC") , and has been advised that same is not subject to the Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Respondent understands and acknowledges that it has not been granted and otherwise possesses no right to protest, contest, debate or otherwise call in question the processes, procedures, methodology or results of the RFQ or the selection of a Contractor in connection therewith.

To the extent that the Respondent may otherwise have any such rights, Respondent herein waives all such rights to protest, contest, debate or otherwise call in question the processes, procedures, methodology or results of the RFQ or the selection of a Contractor in connection therewith and agrees it will not file claims of any type or manner, in a court of law or otherwise, in any way related to same.

SIGNED, this \_\_\_\_\_ day of \_\_\_\_\_ , 202\_\_.

WITNESSES:

\_\_\_\_\_ Respondent

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

By: \_\_\_\_\_  
(Signature of Authorized Representative)

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

Title: \_\_\_\_\_

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

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me, Notary, on this \_\_\_\_\_ day of \_\_\_\_\_ , 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



# **ATTACHMENT "D"**

## **Insurance Requirements**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

**Contractor's Insurance:** The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

**Compensation Insurance:** Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

**Commercial General Liability Insurance:** The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

**Insurance Covering Special Hazards:** Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

**Licensed and Non-Licensed Motor Vehicles:** The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

**Subcontractor's Insurance:** The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

**ATTACHMENT "E"**  
**HOLD HARMLESS AGREEMENT**

\_\_\_\_\_ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless ABRC its elected and appointed officials, departments, agencies, boards and commissions, its officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any act or omission of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred as a result of any claim, demands, and/or causes of action that results under the performance or non-performance of this contract.

\_\_\_\_\_ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit, as described in the paragraph above, at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

SIGNED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES: \_\_\_\_\_  
\_\_\_\_\_  
(Name of Contractor)

Print Name: \_\_\_\_\_ BY: \_\_\_\_\_  
(Signature of Authorized Officer)

WITNESSES: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me, Notary, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

ATTACHMENT "F"

AFFIDAVIT PURSUANT TO LA R.S. 38:2224 AND ETHICS PROVISIONS  
FOR PROFESSIONAL & ESSENTIAL SERVICE CONTRACTS

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

\_\_\_\_\_  
Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of \_\_\_\_\_, who is seeking a Professional or Essential Service Contract with Amite River Basin Drainage and Water Conservation District (hereinafter sometimes referred to as "ARBC").
2. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

3. That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.
  
4. If affiant is a sole proprietor, that neither affiant, nor his/her immediate family is a public servant of Amite River Basin Drainage and Water Conservation District (hereinafter sometimes referred to as "ARBC") or the Contract is not under the supervision or jurisdiction of the public servant's agency.
  
5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no public servant of Amite River Basin Drainage and Water Conservation District (hereinafter sometimes referred to as "ARBC") , or his/her immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with Amite River Basin Drainage and Water Conservation District (hereinafter sometimes referred to as "ARBC") if the Contract will be under the supervision or jurisdiction of the public servant's agency.

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

Title: \_\_\_\_\_

Entity name: \_\_\_\_\_

THUS SWORN TO AND SUBSCRIBED BEFORE ME,  
 THIS \_\_\_\_\_ , DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
 Notary Public

Print Name: \_\_\_\_\_

Notary I.D./Bar No.: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**AFFIDAVIT PURSUANT TO LA R.S. 38:2212.10 CONFIRMING  
REGISTRATION AND PARTICIPATION IN A STATUS VERIFICATION  
SYSTEM**

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

**BEFORE ME**, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

\_\_\_\_\_  
Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of \_\_\_\_\_, a private employer seeking a bid or a contract with Amite River Basin Drainage and Water Conservation District (hereinafter sometimes referred to as "ARBC") for the physical performance of services within the State of Louisiana.
2. That affiant 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; and
3. That affiant 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.
4. That affiant shall require all subcontractors to submit to the affiant a sworn affidavit verifying compliance with this law.

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

**Title:** \_\_\_\_\_

**Name of Entity:** \_\_\_\_\_

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,**

**THIS** \_\_\_\_\_, **DAY OF** \_\_\_\_\_, **202**\_\_.

\_\_\_\_\_  
Notary Public

**Attachment G  
Sample Scoring Matrix  
RFQ #**

Vendor/Business Name \_\_\_\_\_

Evaluator's Name \_\_\_\_\_

<b>CRITERIA</b>	<b>POSSIBLE POINTS</b>	<b>ASSIGNED POINTS</b>	<b>COMMENTS</b>
Compliance with the RFQ	15 pts		
Understanding of the Project	20 pts		
Approach to the Project	20 pts		
Ability to perform within the stated timeframe	10 pts		
Qualifications of the Respondent, including, but not limited to, its experience, personnel assigned to the projects, knowledge of the Amite River Basin watershed, and experience with projects in the Amite River Basin	25 pts		
Proposal quality, references, and prior work history within Louisiana	10 pts		

**Vendor Total                      100pts**

Signature of Evaluator: \_\_\_\_\_  
Date: \_\_\_\_\_