Lakefront Management Authority 6001 Stars & Stripes Blvd. Ste. 219 New Orleans, LA 70126

REQUEST FOR PROPOSALS (RFP) Disaster Recovery Project Management Consultant Services

Closing Date: 3:00 PM CT, July 24, 2023

SUBMITTALS

Submittals are due on or before the closing date and time. Submittals received after the closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time. The response (including copies) must be submitted in a sealed envelope or package clearly marked with the respondent's name and address, and "RFP – Disaster Recovery Project Management Consulting Services".

Minority businesses, women's business enterprises, and labor surplus area firms are highly encouraged to submit a proposal in response to this RFP.

FOR FURTHER INFORMATION CONCERNING THIS RFP, PLEASE CONTACT:

Mr. Adam Gulino, Director of Engineering and Operations
Phone: (504) 355-5990

E-mail: agulino@NOLAlakefront.com

REQUIRED SIGNATURE PAGE FOR PROPOSALS

This page, signed by an authorized officer of your Company, must accompany your proposal as the cover page.

I, the undersigned, having carefully examined the Request for Proposals, propose to furnish services in accordance therewith as set forth in the attached proposal.

I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

In order to induce the Authority to consider this proposal, the respondent irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the Authority and Respondent further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the Authority.

Please type or print legibly information below.

Proposer hereby acknowledges receipt of the RFP and agrees to Terms and Conditions set forth in this RFP.

PROPOSER INFORMATION

lf

Firm Name:		
Address:	City/State/Zip:	
Phone No.:	Fax No.:	
AUTHORIZATION TO PI	ROPOSE (must be signed):	
By: Signature	Offer Date	Printed Name
Primary Contact Person (If other than above):	
Name:	Phone No:	Fax No:
Title:	E-mail Address:	
	ed on behalf of an agent/broker, please o	
Submitted on behalf of: _		
Phone No:	Fax No:	
E-mail Address:		

BACKGROUND

The Lakefront Management Authority (the Authority) hereby issues a Request for Proposals (RFP) for Disaster Recovery Project Management Consultant Services from experienced firms to provide management and administrative support of grant activities as needed for Federal and State programs; i.e., Federal Emergency Management Agency (FEMA) and the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) in support of the Authority's response to Hurricane Ida.

SCOPE OF WORK

The selected firm (Consultant) shall assist the Authority in the following management functions:

Provide strategic advice.

Attend and facilitate meetings and provide detailed meeting minutes.

Function as a liaison with local, State, and Federal representatives.

Assist with or review completed damage assessments.

Work closely with GOHSEP and FEMA on the development of FEMA Project Worksheets (PW).

Obtain initial project eligibility determination.

Ensure accurate and comprehensive damage description.

Ensure accurate and comprehensive scope of work.

Review completed Cost Estimating Format for appropriate funding.

Identify any possible Section 406 Hazard Mitigation Proposal opportunities.

Review draft PW version and recommend approval or correction.

Ensure all projects are incompliance with local, State, and Federal rules and regulations.

Establish and maintain an electronic document management system.

Process PWs for completed projects for closeout.

The consultant may be required to assist the Authority in the following key service areas:

Emergency Operations – Debris Removal

Review contractor invoices for accuracy, make a recommendation for payment, and request reimbursement from GOHSEP.

Collect, scan, and file all debris removal documentation.

Assist in accounting for the use of Force Account Labor and Equipment and request reimbursement from GOHSEP. Assist with documentation of Direct Administrative Costs and request reimbursement from GOHSEP.

Emergency Protective Measures

Assist in the proper procurement of vendors and contractors.

Review vendor and contractor invoices for accuracy, make a recommendation for payment, and request reimbursement from GOHSEP.

Collect, scan, and file all project documentation.

Assist in accounting for the use of Force Account Labor and Equipment and request reimbursement from GOHSEP. Assist with documentation of Direct Administrative Costs and request reimbursement from GOHSEP.

Permanent Repair Projects

Assist in the proper procurement of contractors.

Review contractor invoices or pay applications for accuracy, make a recommendation for payment, and request reimbursement from GOHSEP.

Collect, scan, and file all project documentation.

Assist with documentation of Direct Administrative Costs and request reimbursement from GOHSEP.

Environmental Planning and Historic Preservation (EHP)

Assist in preparation of Environmental Assessments for FEMA and GOHSEP.

Document project alternatives considered.

Document affected environment and potential impacts to include Physical Resources, Water Resources, Coastal Resources, Biological Resources, Cultural Resources, and Socioeconomic Resources

Coordinate agency and public involvement and permits.

Evaluate mitigation measures.

PROPOSALS

Each proposal shall contain sufficient information demonstrating that the firm has sufficient, qualified staff available to complete the required scope of work. Resumes of key personnel such as the following should be included in the proposal: Program Manager/Recovery Director; Project Manager, Public Assistance Subject Matter Expert; Grant Recovery Financial Specialist; Data and Document Manager, etc. Proposals shall include sufficient information about the firm's qualifications to assist the Authority in making the proper determinations about their capabilities including:

- History of working with hurricane recovery projects for parish governments, private non-profit organizations, GOHSEP, and FEMA.
- History of working on public assistance and hazard mitigation projects for declared disasters.
- Documented results of completing projects in compliance with audit requirements and ability to successfully close out FEMA Project Worksheets.
- Working knowledge of the FEMA Public Assistance Program.

Consultants with extensive, specialized and successful experience working with GOHSEP and the FEMA Public Assistance Program will receive higher evaluations in the selection process. All proposals will be evaluated by applying a set of evaluation criteria (Exhibit A) and awarding points to each proposal.

Documents required as a part of each proposal are attached hereto and include:

- Required Signature Page for Proposals
- E-Verify Affidavit
- Past Criminal Convictions of Bidders Attestation
- Non-Solicitation and Unemployment Affidavit
- Price Schedule

GENERAL TERMS AND CONDITIONS

1.0 RFP Process

- 1.1 This RFP is subject to all applicable State and local laws, including the Louisiana Code of Governmental Ethics.
- 1.2 Written addenda to the RFP may be issued to provide clarification, corrections, or to answer questions. Proposers may submit questions regarding this RFP to Mr. Adam Gulino, <u>agulino@NOLAlakefront.com</u>. Questions shall be submitted no later than **July 12**, **2023**. Answers to all questions received will be incorporated in an addendum and posted to the Lakefront Management website (Nolalakefront.com) no later than , **July 17**, **2023**.
- 1.3 The Authority reserves the right to request additional information to clarify proposals. The Authority shall determine the appropriate means of clarification: telephone, e-mail, letter, or oral interviews.

2.0 Submission of Proposal

- 2.1 Proposals must be submitted by the time and date specified in this RFP.
- 2.2 Each respondent shall provide a submittal package based on the designated point evaluation scoring criteria. The submittal shall provide clear and sufficient information to enable the selection committee to evaluate the responsiveness and quality of the proposal. The Selection/Scoring Criteria (Exhibit A) will be used to evaluate all proposals received. Failure to provide all required information, including the "Required Signature Page for Proposals", shall be cause for rejection of the proposal as non-responsive.
- 2.3 Respondent shall submit an original and three copies of proposal by the date and time specified. Failure to submit the required number of copies may result in finding of non-conformance. Originals should be clearly marked. Proposals shall be submitted in a sealed package with the respondent's name and return address affixed and marked "RFP Disaster Recovery Project Management Consultant Services".
- 2.4 The Authority will not be responsible for submissions forwarded through the U.S. Postal Service or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to the incorrect location.
- 2.5 Postmarks will not qualify as delivery, and proposals submitted by facsimile (FAX) or e-mail will not be accepted. Any proposal received after 3:00 PM CT on July 24, 2023 will be deemed unresponsive and will be returned to respondent unopened.

3.0 Public Disclosure

It is understood and agreed upon by the respondent in submitting a proposal that the Authority has the right to withhold all information regarding this procurement until after contract award, including but not limited to the number received; competitive technical information; competitive price information; and the selection committee's evaluation concerns about competing proposals. Information releasable after award is subject to the disclosure requirements of the Louisiana Public Records Act. Respondent specifically waives any claims against the Authority related to the disclosure of any materials if made under a public records request.

4.0 Commitment

- 4.1 The Authority shall have the right to reject or accept any proposal or offer, or any part thereof (i.e., any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, at its sole discretion.
- 4.2 This RFP does not commit the Authority to award, nor does it commit the Authority to pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 4.3 The Authority reserves the right to terminate this RFP at any time prior to contract execution.
- 4.4 No prior, current, or post-award verbal conversation or agreement(s) with any officer, agent, director or employee of the Authority shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.
- 4.5 The Authority reserves the right to revise any part of the RFP by issuing an addendum to the RFP at any time. Issuance of this RFP in no way constitutes a commitment by the Authority to award a contract. The Authority reserves the right to accept or reject, in whole or part, all proposals submitted, and/or cancel this announcement if it is determined to be in the Authority's best interest. All materials submitted in response to this announcement become the property of the Authority, and selection or rejection of a proposal does not affect this right.

5.0 Late, Modified, or Withdrawn Proposals

- 5.1 Any proposal received after the time specified for receipt will not be considered.
- 5.2 No modification of a proposal, except a modification resulting from the Authority's request for "best and final offer," will be accepted.
- 5.3 No respondent may withdraw its proposal within forty-five (45) days after the actual date of opening thereof.

6.0 Evaluation and Selection

6.1 Objective

The purpose is to evaluate all proposals with the ultimate interest of entering into an agreement with that respondent determined to be most advantageous to the Authority's price and other factors considered.

6.2 Evaluation

An Evaluation Committee is appointed by the Executive Director for the purpose of evaluating qualifications and proposals received in response to this RFP. The committee will evaluate proposals submitted by qualified

consultants/companies on the basis of the guidelines set forth in the RFP. the Authority reserves the right to request additional information and clarification of any information submitted.

Evaluation criteria have been established to determine which respondent will best contribute to the overall goals of the Authority. This criterion is detailed in Exhibit A, Selection/Scoring Criteria, which is attached hereto and made a part hereof.

The Evaluation Committee will determine if interviews are necessary as part of its evaluation process.

6.3 Recommendation and Selection

The Evaluation Committee will present its recommendation for award. As part of the negotiation process, the Authority reserves the right to negotiate with the successful respondent. This award will be made to the most responsible firm or team whose proposal is determined in writing to be most advantageous to the Authority, based on the scoring criteria set forth in this document. The Authority also reserves the right to reject all proposals.

7.0 Term

If awarded, the contract shall be for one (1) year period beginning with execution of the contract, with an option to renew in one-year increments upon written mutual agreement between the Authority and the consultant, up to two (2) years.

8.0 Insurance

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

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY LIMIT of COVERAGE: STATUTORY

Worker's Compensation in compliance with State of Louisiana statutory requirements. Employers Liability with coverage limits acceptable to the Authority

Should exposures involve U. S. Federal Longshoremen's Act (USL&H) or Employers Maritime Liability (Jones Act), evidence of insurance shall be submitted to the District for approval prior to the commencement of work. This includes any work near or over water and/or the use of any vessels.

A Waiver of Subrogation in Favor of the Orleans Levee District, the Southeast Louisiana Flood Protection Authority - East and the Lakefront Management Authority endorsement is required.

PROFESSIONAL LIABILITY

Professional Liability Insurance in the amount of \$1,000,000 per occurrence insuring Consultant for professional errors or omissions in the performance of work under this Agreement.

COMPREHENSIVE GENERAL LIABILITY (Claims Made Policy Not Accepted) LIMIT of COVERAGE:

- a) \$1M Each Occurrence
- b) \$2M Aggregate
- c) Premises Operations
- d) Products Completed Operation
- e) Personal/Adv. Injury

- f) Property Damage
- g) Liquor Liability (if applicable)
- h) Contractual Liability

An Additional Insured and a Waiver of Subrogation in Favor of the Orleans Levee District, the Southeast Louisiana Flood Protection Authority - East and the Lakefront Management Authority endorsements are required.

BUSINESS AUTOMOBILE LIABILITY LIMIT of COVERAGE:

- a) \$1M PER OCCURRENCE
- b) \$1M Aggregate
- c) Owned Autos/Non-Owned Autos
- d) Hired Auto/All Autos

An Additional Insured and a Waiver of Subrogation in Favor of the Orleans Levee District, the Southeast Louisiana Flood Protection Authority - East and the Lakefront Management Authority endorsements are required.

The Consultant shall indemnify and Hold Completely Free of Harmless the Lakefront Management Authority, it's Employees, Consultants, the Members of the Lakefront Management Authority Board, the Southeast Louisiana Flood Protection Authority - East and the Orleans Levee District from all loss, liability or expense to which Lakefront Management Authority, it's Employees, Consultants, the Members of the Lakefront Management Authority Board, the Southeast Louisiana Flood Protection Authority - East and the Orleans Levee District may be subject to as a result of negligent operations and/or Errors or Act of Omissions of the Consultant and any sub-contractor/vendor of Consultant.

Under the Minimum Insurance Coverage Requirements to be provided for any and all exposures, the limit of coverage shall apply as required by the Authority. The final insurance coverage requirements are subject to the Contractual Agreement.

The Authority reserves the right to revise insurance requirements as deemed in the best interest of the Authority. The Authority reserves the right to cancel any and all contracts, leases, agreements to purchase, etc. for failure of the Consultant to maintain the required insurance or failure to comply with any and all requirements contained in the insurance section.

9.0 Submittals Required upon Provisional Award

The following documentation must be submitted to the Authority within ten days of provisional award:

- Insurance Requirements as specified in Section 8.0, if not currently on file
- A current, fully executed Taxpayer Identification Number (W-9 form)

10.0 Invoices

Certified itemized invoices submitted to the Authority for the payment of these services shall be submitted to the Accounts Payable Department by the 10th of each month. All invoices will be processed and payment submitted within 60 (sixty) days after receipt of the invoice.

11.0 NOT USED

12.0 Hold Harmless

To the fullest extent permitted by law, consultant shall indemnify, hold harmless, and defend the Authority and all of its agents and employees, from and against all claims, damages, losses and expenses, including but

not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of consultant.

13.0 Non-assignability

No consultant shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Authority. This provision shall not be construed to prohibit the Consultant 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 Authority.

14.0 Exclusions

Consultant must certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Consultant must further certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors' misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the proposal.

15.0 Disclosure

Consultant must disclose whether it provides services or pays commissions to any employee or appointed official of the Authority. If so, respondent must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

16.0 E-Verify Program

Pursuant to Louisiana Revised Statute 38:2212.10, contractor must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with the Authority has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. Contractor must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

E-VERIFY AFFIDAVIT

STATE OF LOUISIANA			
PARISH OF			
BEFORE ME, the undersigned Notary Public P	PERSONALLY CAME AND APPEA	RED,	
Ι,	, the owner	/authorized representative	of
	Company/Individual/Legal Entity i	Name	
who hereby personally and as the authorize undersigned contractor verification of its currer individual, firm or corporation associated with it contract with the Authority has registered with, i designated as such under the Illegal Immigration the United States Department of Homeland Seall existing and new employees in the State of defined by now effective immigration laws of the Contractor shall not assign this contract or any prior written consent of the Authority.	nt and future compliance with L.S.A. it and engaged in the physical performs and engaged in the physical performs and shall continue on Reform and Immigrant Response curity, known as the "E-Verify" programmers by attesting herein that engaged united States of America.	R.S. 38:2212.10, stating a primance of services in the Services in a federal visibility Act of 1996, as amergram. The contractor hereby each is a citizen of the United	ffirmatively that it and each State of Louisiana, under a work authorization program nded, which is operated by y verifies the legal status of ed States or legal aliens as
Contractor verifies that contractor will collect an no later than five business days of contractin commencement of work by the subcontractor.			
Signature of Authorized Signatory	Date E-Verify ID A	ssigned	_
Printed Name of Signatory	E-Verify I	D	_
Title of Authorized Signatory			
SUBSCRIBED AND SWORN BEFORE ME ON	N THIS THE DAY OF	, 20	
Notary Signature			
Printed Notary Name:	_		
Notary/Bar Roll Number:			

My Commission is For/Expires:

PAST CRIMINAL CONVICTIONS OF BIDDERS ATTESTATION (LA. R.S. 38:2227)

STATE OF LOUISIANA	
PARISH OF	
BEFORE ME, the undersigned Notary Public PERSONALLY	CAME AND APPEARED,
l,	, (Appearer) the owner/authorized representative of
Company / In	ndividual / Legal Entity Name
Appearer, as a bidder on the herein named project, does her	reby attest that:
	ector, manager, officer, organizer, or member who has a minimum of a ten i, including any silent or dormant owner or manager, has been convicted of, the following state crimes or equivalent federal crimes:
(a) Public bribery (R.S. 14:118)(b) Corrupt influencing (R.S. 14:120)	(c) Extortion (R.S. 14:66) (d) Money laundering (R.S. 14:230)
or member who has a minimum of a ten percent (10%) own owner or manager, has been convicted of, or has entered	etor or individual partner, incorporator, director, manager, officer, organizer, nership in the bidding entity named herein, including any silent or dormant a plea of guilty or nolo contendere to any of the following state crimes or on of a contract or bid awarded pursuant to the provisions of Chapter 10 of (f) Bank fraud (R.S. 14:71.1) (g) Forgery (R.S. 14:72) (h) Issuing worthless checks (R.S.14:71) (i) Malfeasance in office (R.S. 14:134)
Name of Bidder	Signature of Authorized Signatory of Bidder
Project Name/Number	Title of Authorized Signatory
SUBSCRIBED AND SWORN BEFORE ME ON THIS	_ DAY OF, 20
Notary Signature	
Printed Notary Name:	
Notary/Bar Roll Number:	
My Commission is For/Expires:	

NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

(Pursuant to La. R.S. 38:2224 and La. R.S. 23:1726(B))

STATE OF				
PARISH/COUNTY OF				
Before me, the undersigned authority, came and appeared,				
l,	_, the owner/authorized representative of			
Company/Individual/Legal Entity Name				
who, being first duly sworn, deposed and state that I personally and as executes this continuing affidavit stating that neither the above name indirectly, employed, paid, nor promised <u>any</u> gift, consideration or common this public contract, other than persons regularly employed by contract contractor in connection with the construction, alteration or demolition	ed contractor nor a person acting on its behalf, either directly or nission to any person or legal entity to procure or assist in procuring ctor whose services were in the regular course of their duties for			
The above named contractor, if awarded, continually affirms that no part of the contract price received by contractor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services were in the regular course of their duties for contractor.				
The above named contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee.				
Contractor verifies that contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to the Authority no later than five business days after contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.				
	SUBSCRIBED AND SWORN BEFORE ME ON THIS DAY OF 2023.			
Signature of Authorized Signatory				
Printed Name of Signatory	Notary Signature			
Trinica Name of Oignatory	Printed Notary Name:			
Title of Authorized Signatory	Notary/Bar Roll Number:			
Project Name/Number	My Commission is for/expires on:			

Lakefront Management Authority Price Schedule

Provide an hourly rate for each of the following classifications which may be utilized by the Authority:

Position	Rate per Hour, Dollars
Program Manager	
Deputy Program Manager	
Financial Manager	
Grant Policy Advisor	
EHP Specialist	
Subject Matter Expert	
FEMA/GOHSEP Liaison	
Project Manager	
Stakeholder Liaison	
Construction Manager	
Project Coordinator	
Funding Assistance Manager	
Database Manager	
GIS Specialist	
Procurement Specialist	
Closeout Manager	
Scheduler	
Documentation Specialist	
Inspector	
Administrator	

EXHIBIT A

Lakefront Management Authority Selection Committee Selection/Scoring Criteria

Firm Name:	
SCORE CARD FACTORS	
Key Personnel Qualifications and Experience	0-20 pts
The evaluation of this category will include the suitability of the cited relevant experience of the propos reference information being focused on experience, work quality, cost control, and completion of work or	• •
Understanding of Project/Familiarity	0-20 pts
 Firm/Team's proposal should evidence understanding of project scope. Firm/Team's proposal should provide methodology for accomplishing the scope of work (e.g., abil including scope, schedule, quality and related factors; collaborative coordination with the Authority agencies and entities; other aspects of work requirements deemed important by the Consultant, etc. 	y's; coordination with outside
Relevant Experience and References	0-15 pts
 The evaluation of this category includes the following: Consultant Firm's and Project Team's experience in providing the same relevant services within the parameteristic as part of the RFP submittal with such reference information being focused of cost control, and completion of work on schedule. Compliance with policies, procedures and requirements as stated in the RFP. 	
Current Work Load	0-15 pts
 Number and size of projects currently under contract must be considered in relation to available staff as v for completion of the project. 	well as the duration/time frame
 Consideration for the size of the firm and available key personnel must be considered relative to the size evaluated concurrently with the firm's current workload. 	e of the project. This must be
DBE Participation	0-15 pts
Commitment to participation of DBE/MBE firms as a part of the consultant team.	
Pricing	0-15 pts
 Price will be evaluated for the best overall value to the Authority. The quality of the proposed plan a features in relation to price will also be considered. 	and other technical evaluation

TOTAL POSSIBLE POINTS

100