

EMERGENCY REQUEST FOR QUOTATION

Mass Fatality Services located in the State of Louisiana

STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH

RFQ-LDH 307-2021-01

Release Date:

January 28, 2021

Response Due Date/Time:

Quotes must be submitted and received no later than 2:00 PM, CT, Monday, February 8, 2021 at Jimmie.Sanders3@la.gov

Background

The mission of the Louisiana Department of Health (LDH) is to protect and promote health and to ensure access to medical, preventive, and rehabilitative services for all citizens of the State of Louisiana. LDH is dedicated to fulfilling its mission through direct provision of quality services, the development and stimulation of services to others, and the utilization of available resources in the most effective manner.

The State of Louisiana continues to experience a significant spike in COVID-19 positive cases, that may impact the availability of local morgues and funeral homes to provide the transport and storage of human remains throughout the State.

Whereas the Governor declared that a statewide Public Health emergency exists in the State of Louisiana because of COVID19 and expressly empowers GOHSEP and the Secretary of the Department of Health and/or the State health officer to take all actions authorized under state law; Whereas La. R.S. 29:761 provides that "government must do all this is reasonable and necessary to protect the health and safety of its citizens...which may require the exercise of extraordinary government powers and functions, the state must have the ability to respond, rapidly and effectively to potential or actual public health emergencies" (168 JBE 2020);

Whereas the Louisiana Department of Health (LDH) has identified a Mass Fatality Lead through an RFP process, LDH is soliciting for a mass fatality team to provide services relating to the transport and storage of human remains who will report to the State Mass Fatality Lead.

Purchase Order Term/Activation/Payment

Any purchase order resulting from this RFQ will have duration of twelve (12) months, which may be extended for up to twenty-four (24) additional months at the sole option of the State. No purchase order or amendment shall be valid, nor shall the State be bound by the purchase order or an amendment, until it has first been executed by the head of the using agency, or his designee. Total contract term shall not exceed three (3) years.

Upon issuance of a purchase order to the successful bidder, no activation or expenditure of funds will commence until such time that LDH determines the need for an activation. The open-end purchase order will serve to have a contractor ready to perform the duties described herein the Scope of Work in the event that LDH determines there is a need.

During the unfolding of a disaster event, LDH will provide notice of anticipated logistics and timelines to the contractor. Details may include which personnel and the number of personnel to deploy and the activation date. Upon the determination to activate these services and the identity of a site location, LDH will issue written activation orders to the contractor giving the contractor five (5) days to set up the site location. Upon the date of the written notification to activate, the contractors invoice date for the cost of the "One Time Activation Fee" will commence.

Once the site is stood up, contractor's personnel must be at the designated site location(s) within twentyfour (24) hours of the activation date. The hourly rates for personnel will begin once they are on site and on active duty. Successful bidder will be required to provide all State required forms for time logs and activity logs required by the State for federal reimbursements.

RFQ Coordinator

The RFQ coordinator listed below shall be LDH's point of contact:

Ms. Jimmie Sanders Louisiana Department of Health, Office of Emergency Preparedness State of Louisiana 628 North 4th Street Baton Rouge, LA 70802 <u>Jimmie.Sanders3@la.gov</u> (225) 342-2663

Questions regarding the specifications should be addressed to: Jimmie.Sanders3@la.gov

Response Submittal

Offerors interested in providing information requested by this RFQ must submit responses containing the information specified no later than the Deadline for receipt of electronic RFQ response as stated on the cover page.

The responses must be received by **electronic** copy only to Jimmie.Sanders3@la.gov on or before the RFQ date and time specified on the cover page. E-mail submissions are the only acceptable method of delivery. Fax, mail, and courier delivery shall not be acceptable. Offerors should allow sufficient time to ensure receipt of their e-mailed proposal by the time specified on the cover page. State servers limit email sizes to 30MB uncompressed and 10MB encrypted. If Offeror' email exceeds these sizes, it is the responsibility of the Offeror to send multiple emails to avoid rejection and non-delivery.

Responses received after the deadline, corrupted files, and incomplete submissions (*e.g.*, Part 1 and Part 2 of 3 are received, but Part 3 is not) will not be considered and will not be evaluated.

Hourly rates – will be inclusive rates that include overtime costs, mobilization and demobilization, any other travel expenses such as lodging and meals for the duration of the event. All expenses for personnel, overhead, travel, supplies and required equipment must be included either in the one-time activation cost and/or in the hourly rates.

ATTACHMENT 1 - SCOPE OF WORK/SERVICES

Introduction

Should one or more of Louisiana's parishes/regions become overwhelmed with the number of human remains that require temporary refrigerated storage, Louisiana Department of Health (LDH), Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) and other state agencies may have to establish a temporary storage site(s). Contractor will be required to provide personnel and equipment to retrieve /return bodies from hospitals, coroners' offices or other sites that are designated by LDH.

- Due to the COVID19 pandemic or other state disasters, parishes/regions in Louisiana have the potential to have more human remains that require temporary refrigerates storage than can be accommodated by local resources.
- Should a parish/region require assistance, LDH (and other applicable State agencies) with the assistance of their ESF8 Fatality Management Lead can design, establish and manage a site(s).
- Parish Coroner's along with hospitals will support this effort and give permission to pick up, store and release the remains.
- LDH will provide a Planning and Response Lead to oversee all daily functions and ensure that effective roles and responsibilities are carried out at the site location. Contractor's Storage Site Supervisor will report to the Planning and Response Lead.
- GOHSEP will contract <u>and provide</u> for the 53' refrigerated trailers (placing remains in two rows of seven, each 53' trailer will accommodate 14 human remains). As necessary, the contractor will interface with the company providing the trailers to ensure they stay sufficiently fueled and maintained.
- GOHSEP will provide body bags and toe tags to the contractor.
- Contractor will provide all personnel, equipment and supplies to manage, provide security, dispatch and provide transportation and body retrieval from pick-up sites to the trailers, trailer management, and release and/or return of bodies from trailers as identified below.
- Contractor is will be responsible for all security and safety protocols to include proper use of PPE (e.g. proper donning and doffing procedures), OSHA regulations, along with all Federal and State Health and Safety regulations concerning the proper decontamination of personnel and equipment and supplies and overall safety of the site.
- Contractor to have 1 year of disaster management work. Contractor personnel will be required to follow the protocols established by the State Mass Fatality Lead regarding the handling of human remains.

Location(s)

LDH in consultation with GOHSEP will determine the location and number of site(s) that will be activated based on which areas of the state that request assistance and the volume of bodies. For planning purposes, the primary location will be a storage site located within Region 2 (see state map attached). The State may determine an alternate region/ location based on scope, scale and event details.

From this site, request will be required to transport body retrievals/returns anywhere in the State of Louisiana.

In the event LDH determines it is in the best interest of the State to activate additional site(s) in other state regions, LDH would give notification to the contractor. If increases in body retrieval warrant opening additional sites, LDH would determine if alternate location(s) would be effective in the southern or northern regions of the State.

Activation / Hours of Operation

During the unfolding of a disaster event, LDH will provide notice of anticipated logistics and timelines to the contractor. Details may include which personnel and the number of personnel to deploy and the activation date. The contractor must be at the designated site location(s) within twenty-four (24) hours of the activation date.

In the beginning, the site may operate 12 hours daily and then adjust as the operations ensues. If warranted, contractor may be required to operate 24/7 with shifts that generally are two 12-hour shifts. If so, the contractor must provide staff to maintain all shift schedules as requested by LDH. Hours will be decided by LDH based upon the scope and scale of the event.

Personnel

LDH reserves the right to determine the initial number of personnel required to activate and to scale up or down the number of personnel required during an event pursuant to the scope and scale of that event.

1. Storage Site Supervisor

<u>Job Description</u>: The Storage Site Supervisor will be responsible for all activities during their shifts at the site to include strict adherence of all protocols and procedures for the site, proper documentation (which includes completion of all intake and release documentation, assigning storage locations for remains in the trailers and scheduling pick up times as necessary) of all remains, scheduling all site personnel, maintain work flow, and ensuring other site personal understand their duties and perform them as instructed. Supervisory duties also include training site personnel, resolving employees' issues and disputes and elevating to upper management as necessary. This will be a working supervisor who will support other site personal as needed to move human remains, maintain site cleanliness, securing trailers and other duties as necessary. Will report daily (and more often as necessary) to the ESF8 Mass Fatality Response Lead.

2. Storage Site Supervisor Administrative Assistant

<u>Job Description</u>: The Storage Site Supervisor Administrative Assistant will assist the Storage Site Supervisor in all their duties and fill in for the Supervisor as needed. Will be the primary liaison between the Storage Site Supervisor and the Transportation Supervisor when scheduling pick up's and releases. As necessary may also fill in for the Transportation Supervisor or act in any one of the other positions as outlined in this Scope of Work.

3. Storage Site Operators

<u>Job Description</u>: The Storage Site Operators are responsible for moving human remains from transport vehicles to their assigned locations in the refrigerated trailers. Retrieving remains from the trailers and to funeral home/transport vehicles upon release, maintain the cleanliness of the storage site to include the inside of the trailers and immediate areas around the trailers and storage site in general. As necessary assist the Site Supervisor with proper documentation of all remains, scheduling pick-up times for funeral homes and other duties as assigned. Should it

become necessary, an Operator may accompany a transfer staff in the retrieval of a remains from the place of death back to the storage site.

4. Site Protection (Security)

<u>Job Description</u>: Provide operational and site protection to the Temporary Storage Site to include personnel, the refrigerated trailers, area in and around the actual work site, gates and other entrances to the site as well as other locations related to site operations as assigned. Personnel will be responsible for traffic control, addressing any safety and or security violations they perceive and prohibit access to the site to those without legitimate cause to be there. Regular patrols of the site and hourly inspection of trailer power supply and operations. P.O.S.T. certification or the carrying of a gun is NOT required for this position.

5. Transport Supervisor

<u>Job Description</u>: The Transport Supervisor is responsible for all transport activities during their shift. Duties also include dispatching transport drivers, developing and maintaining schedule for transport drivers, along with the Transport Drivers ensuring all vehicles are equipped with necessary equipment and supplies for each shift addressing any issues related to vehicle maintenance or mechanical problems or reporting to proper authorities, assist other transfer site personnel as necessary and other duties as assigned. The Transfer Supervisor may have to serve as a Transport Driver on occasion when and if it becomes necessary along with other duties that may be assigned.

6. Transport Driver-2 for each vehicle

<u>Job Description</u>: Transport human remains from their place of death to the Temporary Storage Site and as necessary, assist other site personnel in placing remains in the refrigerated trailers and remove them upon release. They are responsible for the cleanliness of their vehicles, insuring they have enough fuel, equipment and supplies to accomplish the transfer of remains and other duties as assigned.

7. Forklift operator

<u>Job Description</u>-Lifting remains in and out of refrigerated trailers and moving equipment and supplies, as necessary.

Equipment and Supplies:

Below is a list of supplies and equipment that LDH has identified that the Contractor will be responsible for providing to properly perform the contract deliverables at each site activated. If the Contractor determines other supplies are needed to perform successfully, it will be the Contractor's responsibility to also provide those supplies.

The State will provide body bags and toe tags.

The Contractor is responsible for providing all PPE for their personnel along with and all wrap around services such as facility (e.g. Tent) to shelter from the weather, appropriate clothing and any other essential items.

The Contractor is responsible for providing all items listed below (as needed):

SUPPLIES

Item	*Qty	Description
*Quantities for supplies		
are projected estimates.		
Contract to provide an		
initiative amount for		
start- up and contractor		
will be responsible to		
evaluate the scope and		
size of the crisis and		
increase quantities with		
the demand to provide		
adequate quantities to		
stand the needs of each		
event.		
Gloves-small	8000	4mil Nitrile gloves
Gloves-medium	10000	4mil Nitrile gloves
Gloves-large	10000	4mil Nitrile gloves
Gloves-x large	10000	4mil Nitrile gloves
Gowns-six XL or		ě
universal	10000	Impermeable
Face shields	5000	Full frontal, splash proof
Goggles	5000	Medical protective grade
Masks	10000	N95 or equivalent
Mortuary cot	4	600lb capacity
Bariatric Mortuary cot	2	900lb capacity
Laptop	2	Office suite installed
Cell phone	3	Cellular phone with charger
Air card	2	Internet air card with charger
Copier	2	Copier/scanner
Copy paper	As needed	Standard white copy 81/2 X 11
Copier ink	As needed	To fit copier that is supplied
Biohazard container	As needed	Disposable biohazard containers
File cabinet	1	4 drawers lockable
File folders	1000	Standard letter size
Duct tape	20 rolls	Silver max strength
Zip ties	2000	12"
Locks	1 per trailer	Heavy duty keyed locks
Clip boards	25	Standard letter size
Plastic sleeves	100	Letter size heavy duty
Sharpies	50	Large size-broad tip

Office supplies	Asst	Pens, stapler, tape dispenser (with extra tape) etc
Three-hole punch	2	Heavy duty adjustable
Loose leaf notebook	3	2" heavy duty
12" wide laminator	1	With 500 letter size laminating sheets (additional
		sheets as needed)
Bleach	50	77oz bottles
Garden sprayer	20	Lightweight sprayer
Disinfectant	100	EPA-approved emerging viral pathogens
Lysol wipes	50	Large size
Hand sanitizer	12	1 gallon size
Paper towels	1000 rolls	Heavy duty paper towels
Spray bottles	30	32oz heady duty spray bottles
Signs	As needed	Storage Center Entrance 36" X 36"
Signs	As needed	Exit 36" X 36"

EQUIPMENT				
Item	Qty	Description		
Transport vehicles	Minimum	Each Vehicle capable of carrying 2		
	of 2 per	mortuary cots, limited rear windows		
	site	darkened from inside, no carpeting, no		
		rear seats		
Mobile Office**	1 per site	Office with electricity, air conditioner,		
		desk space for 4 and work area		
Portable car	1 per site	20 X 20 The purpose of this covering will be to		
port/covering		provide whether protection at the back-end of reefer trucks.		
Portable toilets	2 per site	1 men's and 1 woman's if not unisex		
Generator	1 per site	7500 Watt -if electricity is not		
		available at site		
Extension cords	5 per site	50' heavy duty		
Halogen pole lights	50	500 dual lights-if no lighting is		
		available on site		
	or			
	25	500 dual lights if lighting is available		
	Per site	on site		
Handwashing	1 per site	Station with potable water and hand		
Station		soap		
Forklift	1 per site			

EQUIPMENT

** LDH has not determined a site location in Region 2 at this time. Once finalized the site may or may not have office space available for the contractor that is required for this service. Therefore, for this solicitation, we will require proposer to quote "activation cost" both with and without providing mobile office space for 4 personnel.

It should be noted that the mobile office space for 4 personnel is required to accommodate working space needed to process paperwork and reports.

Also, since the final site location is unknown at this time, there may not be any other buildings or provisions for the contractor's non-office personnel. Therefore, it will be the contractor's responsibility to determine if they will provide additional provisions for their personnel. i.e. Past contractors have chosen to provide tent area, tables, water coolers, etc.

QUOTE SUBMISSION FORM PROPOSER NAME:

Region 2*: (See State Map Attached)

§_____ One time Activation Cost with mobile office space provided. Contractor to provide 2 transport vehicles. Activation cost to include all provisions for first 30 days of services.

§_____ One time Activation Cost <u>without</u> mobile office space provided. Contractor to provide 2 transport vehicles. Activation cost to include all provisions for first 30 days of services.

Additional Transport Vehicle (cost for 30 day period)

\$_____ Operational cost with mobile office space per 30 days (after initial 30 days provided within Activation Cost.)

\$______Operational cost without mobile office space per 30 days (after initial 30 days provided within Activation Cost.)

\$/Hour	Storage Site Supervisor
\$/Hour	Storage Site Supervisor Administrative Assistant
\$/Hour	Storage Site Operator
\$/Hour	Operations/Site Protection Personnel
\$/Hour	Transportation Supervisor
\$/Hour	Transportation Personnel
\$/Hour	Forklift Operator

Hourly rates – will be inclusive rates that include overtime costs, mobilization and demobilization, any other travel expenses such as lodging and meals for the duration of the event. All expenses for personnel, overhead, travel, supplies and required equipment must be included either in the activation/operation cost and/or in the hourly rates. QUOTE SUBMISSION FORM PROPOSER NAME:_____

Southern Region of State: (Regions 1, 3, 4, 5, and 9. See State Map Attached)

§_____ One time Activation Cost with mobile office space provided. Contractor to provide 2 transport vehicles. Activation cost to include all provisions for first 30 days of services.

§_____ One time Activation Cost <u>without</u> mobile office space provided. Contractor to provide 2 transport vehicles. Activation cost to include all provisions for first 30 days of services.

Additional Transport Vehicle (cost per 30 day period)

\$______ Operational cost with mobile office space per 30 days (after initial 30 days provided within Activation Cost.)

\$_____Operational cost without mobile office space per 30 days (after initial 30 days provided within Activation Cost.)\$_____/Hour Storage Site Supervisor

\$/Hou	Storage Site Supervisor Administrative Assistant
\$/Hou	s Storage Site Operator
\$/Hou	c Operations/Site Protection Personnel
\$/Hou	r Transportation Supervisor
\$/Hou	r Transportation Personnel
\$/Hou	Forklift Operator

Hourly rates – will be inclusive rates which include overtime costs, mobilization and demobilization, any other travel expenses such as lodging and meals.

All expenses for personnel, overhead, travel, supplies and required equipment must be included either in the activation cost and/or in the hourly rates.

QUOTE SUBMISSION FORM PROPOSER NAME:_____

Northern Region of the State: (Regions 6, 7, and 8. See State Map Attached)

§_____ One time Activation Cost with mobile office space provided. Contractor to provide 2 transport vehicles. Activation cost to include all provisions for first 30 days of services.

§_____ One time Activation Cost <u>without</u> mobile office space provided. Contractor to provide 2 transport vehicles. Activation cost to include all provisions for first 30 days of services.

Additional Transport Vehicle (cost per 30 day period)

\$______ Operational cost with mobile office space per 30 days (after initial 30 days provided within Activation Cost.)

\$______Operational cost without mobile office space per 30 days (after initial 30 days provided within Activation Cost.)

\$/Hour	Storage Site Supervisor
\$/Hour	Storage Site Supervisor Administrative Assistant
\$/Hour	Storage Site Operator
\$/Hour	Operations/Site Protection Personnel
\$/Hour	Transportation Supervisor
\$/Hour	Transportation Personnel
\$/Hour	Forklift Operator

Hourly rates – will be inclusive rates, which include overtime costs, mobilization and demobilization, any other travel expenses such as lodging and meals.

All expenses for personnel, overhead, travel, supplies and required equipment must be included either in the activation/operation cost and/or in the hourly rates.

COMPANY INFORMATION:

Request for Quotation must be signed by an authorized person delegated with signature authority to provide such price quotes to this solicitation.

NAME

DATE

TITLE

By signature above, person is signing that costs are complete and authorized by the signatory.

- Company Name: ______
- Company Address: ______
- Contact Name: ______
- Contact Email: ______
- Contact Phone Number: ______

List any references to contract work for disaster management:

LOWEST COST MODEL: FOR EVALUATION PURPOSES:

А.	Region 2 Total Cost: \$
B.	Southern Regions Total Cost: \$
C.	Northern Regions Total Cost: \$

A. Cost Model Region 2 Costs: (see map attached)

Activation / Operation Costs:

OVER ALL TOTAL COST :

\$_____ Activation Fee with mobile office space (first 30 day period)

\$_____ Operational cost with mobile office space for additional 30 days (beyond activation period)

\$_____

SHIFT / POSITION	Hourly Rate	Extended Hourly Rate
Day Shift: 7:00 AM – 7:00 PM Storage Site Supervisor	\$	(x) 1 = \$
Storage Site Supv Adm Assistant	\$	(x) 1 = \$
Storage Site Operators	\$	(x) 6 = \$
Operations/Site Protection	\$	(x) 1 = \$
Transport Supervisor	\$	(x) 1 = \$
Transport Personnel	\$	(x) 4 =
Forklift and Operator	\$	(x) 1 = \$
<i>Night Shift: 7:00 PM – 7:00 AM</i> 1. Operations/Site Protection	\$	(x) 1 = \$

Total Price (includes the activation/operation cost required above, plus the sum of all extended hourly rate costs for each Position, multiplied by 12 hours multiplied by 60 days):

\$_____ TOTAL COST REGION 2

<u>B. Cost Model Southern Region of State Costs</u>: (Regions 1, 3, 4, 5 & 9 See State Map Attached)

Activation / Operation Costs:

\$_____ Activation Fee with mobile office space (first 30 day period)

\$_____ Operational cost with mobile office space for additional 30 days (beyond activation period)

SHIFT / POSITION	Hourly Rate	Extended Hourly Rate
Day Shift: 7:00 AM – 7:00 PM Storage Site Supervisor	\$	(x) 1 = \$
		(x) 1 =
Storage Site Operators		(x) 6 = \$
Operations/Site Protection	\$	(x) 1 = \$
Transport Supervisor	\$	(x) 1 = \$
Transport Personnel	\$	(x) 4 = \$
Forklift and Operator	\$	(x) 1 = \$
<i>Night Shift: 7:00 PM – 7:00 AM</i> 2. Operations/Site Protection	\$	(x) 1 = \$

Total Price (includes the activation/operation cost required above, plus the sum of all extended hourly rate costs for each Position, multiplied by 12 hours multiplied by 60 days):

\$_____ TOTAL COST SOUTHERN REGION OF STATE

<u>C. Cost Model Northern Region of the State Costs</u>: (Regions 6, 7& 8. See State Map Attached)

Activation / Operation Costs:

\$_____ Activation Fee with mobile office space (first 30 day period)

\$_____ Operational cost with mobile office space for additional 30 days (beyond activation period)

SHIFT / POSITION	Hourly Rate	Extended Hourly Rate
Day Shift: 7:00 AM – 7:00 PM Storage Site Supervisor	\$	(x) 1 = \$
Storage Site Supv Adm Assistant	\$	(x) 1 = \$
Storage Site Operators	\$	(x) 6 = \$
Operations/Site Protection	\$	(x) 1 = \$
Transport Supervisor	\$	(x) 1 = \$
Transport Personnel	\$	(x) 4 = \$
Forklift and Operator	\$	(x) 1 = \$
<i>Night Shift: 7:00 PM – 7:00 AM</i> 3. Operations/Site Protection	\$	(x) 1 = \$

Total Price (includes the activation/operation cost required above, plus the sum of all extended hourly rate costs for each Position, multiplied by 12 hours multiplied by 60 days):

\$_____ TOTAL COST OF NORTHERN REGION OF THE STATE

INSURANCE:

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the quoted price.

A. Minimum Scope and Limits of Insurance

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000.

B. Other Insurance Provisions

- 1. The State of Louisiana shall be named as an additional insured as regards to negligence by the Contractor.
- 2. Contractor shall furnish the State with Certificates of Insurance reflecting proof of required coverage.
- 3. The Certificate Holder shall be listed as follows:

State of Louisiana Office of State Procurement P. O. Box 94095 Baton Rouge, LA 70804

C. Subcontractors

Contractor shall include all subcontractors as insureds under its policies <u>OR</u> shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein.

1. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT:

Contractor may be required to receive electronic payment of invoices through Electronic Funds Transfer (EFT). EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. To facilitate this payment process, the Contractor will need to complete and return the EFT enrollment form which can be requested from: <u>DOA-OSRAP-EFT@la.gov</u>

2. VENDOR ENROLLMENT:

In order to receive a purchase order, your company must be registered as a vendor with the State of Louisiana. Registration is intuitive at:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg

In order to receive payment, a W-9 must be submitted to: DOA-OSRAP-LAGOV@la.gov

FEMA CONTRACT CLAUSES

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Contractor's Certification of No Federal or State Suspension or Debarment

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts. Contractor shall not employ any sub-contractors pursuant to this contract that are suspended or debarred by any government entity.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOHSEP, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a

provision requiring such compliance in its lower tier covered transactions.

Federal Funds

The Federal Emergency Management Agency (FEMA) is providing funding for this contract. As such, the State and Contractor shall be required to comply with those requirements stated in 44 CFR Part 13 and 2 CFR Part 200, where applicable.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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).

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.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Byrd Anti-Lobbying Act

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

Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier

to tier up to the recipient.

Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <u>https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</u>.

Compliance with Federal Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Fraud and False or Fraudulent Related Acts

Contractor must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. The Contractor herein acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's and its subcontractors.

DHS Seal, Logo, and Flags

The Contractor or its subcontractors shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

