



REGIONAL CLIMATE POLLUTION REDUCTION PLAN (CPRP)

REQUEST FOR PROPOSALS

DECEMBER 18, 2023

CAPITAL REGIONAL PLANNING COMMISSION
14734 S. HARRELL'S FERRY RD., STE. B
BATON ROUGE, LA 70816
(225) 383-5203
www.crpcla.org

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I. RFP TIMELINE

SUBJECT:

Regional Climate Pollution Reduction Plan (CPRP)

PURPOSE:

The purpose of this RFP is to select a Consultant to develop a state-of-the-art Climate Pollution Reduction Plan for the Baton Rouge Metropolitan Statistical Area.

SCOPE OF WORK:

See Specifics Under Scope of Work

BUDGET:

The maximum consultant budget for the CSAP is a non-negotiable lump sum fee of **\$400,000**.

SCHEDULE:

- Monday, December 18, 2023 -- Release of RFP
- Wednesday, December 27, 2023 -- Deadline for Questions by 5:00pm (CDT), Questions will only be accepted in writing to the attention of Sooraz Patro at spatro@crpcla.org
- Thursday, December 28, 2023 – Release of Responses to Questions will be posted on the MPO's website at www.crpcla.org as soon as possible but no later than by 5:00 p.m. (CDT)

- Monday, January, 8 2024 -- Proposals due by 3:00 PM CDT
Number of Copies:

Three hard copies addressed to:

Sooraz Patro, Director of Transportation
14734 S. Harrell's Ferry Rd.
Baton Rouge, LA 70816

One electronic document e-mailed to: Spatro@crpcla.org

- January 9 through 10, 2024 – CPRP Selection Committee review of proposals and scoring/prioritization
- January 12, 2024 – Steering Committee approval and announcement of the selected consultant
- Week of January 15, 2024 – Contract begins, anticipated.

COST LIABILITY:

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

Note: CRPC reserves the right to amend and/or change this schedule at their discretion
It is the Proposers' responsibility to visit the Capital Region Planning Commission's website regularly at www.crpcla.org for any updated information on this project.

II. Introduction

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified consultants, vendors, or firms (hereinafter “Consultant”) for the Baton Rouge MPO’s (hereafter “MPO”) Climate Pollution Reduction Plan (CPRP). The CPRP will aid the MPO and all our agency partners to respond to trends in addressing climate pollution; accelerate work to address environmental injustice; and deliver cleaner air by reducing harmful air pollution within the Baton Rouge Metropolitan Statistical Area.

The Baton Rouge Regional Climate Pollution Reduction Plan will assist the region in both understanding and addressing the sources of climate pollution and emissions and will produce an actionable plan with high-priority projects that will proactively address these issues for our region’s residents. Upon the completion of the PCAP and CCAP documents, regional data will be evaluated and updated as part of the Status Report to ensure that solutions and projects identified through the planning process have quantifiable, data-driven results aimed at reducing GHG emissions across the region. Recognizing the future opportunity of discretionary funding, this strategic initiative must be thoughtful, agile and able to capitalize on opportunities immediately upon completion. The timeline for development of these plans is aggressive, yet necessary due to the imminent and time-sensitive opportunities for securing additional competitive discretionary funding for the region.

The Baton Rouge Regional Climate Pollution Reduction Plan will apply to the ten-Parish Baton Rouge Metropolitan Statistical Area (Parishes of: Ascension, Assumption, East Baton Rouge, East Feliciana, Iberville, Livingston, Point Coupee, St. Helena, West Baton Rouge and West Feliciana).

The Baton Rouge Regional Climate Pollution Reduction Plan will complement the parallel efforts of the state under the federal EPA CPRG funding opportunity, and all relevant state-wide adopted climate planning documents. The planning processes and subsequent documents will follow federal Environmental Justice mandates and ensure equal participation and representation of all our region’s residents. This planning effort will build upon and reference the Louisiana Department of Transportation and Development (LADOTD)’s Climate Action Plan (2022) and City of Gonzalez’s Climate Action and Resiliency Plan (2023). It will also build upon transportation planning and programming efforts made by Baton Rouge MPO in the areas of the Carbon Reduction Programs as well as the sustainability and resilience goals and strategies of the region’s Long Range Transportation Plan: MOVE 2046 for a Changing Region. While all sectors that emit greenhouse gasses (GHGs) will be targeted for review and recommendations, a special focus will be made on addressing the top emitting sectors of GHGs in Louisiana: electricity production, residential, industrial, and transportation.

Recognizing that climate pollution often disproportionately impacts historically disadvantaged communities, the Baton Rouge MPO and its partners commit to focusing on meaningful engagement with low-income, minority, and other disadvantaged communities as identified through the MPO’s Long Range Transportation Plan Environmental Justice Analysis, and those communities identified under the Federal Justice 40 Initiative.

Utilizing a detailed approach, and a combination of both internal staff and external consultant support, the MPO will conduct a multi-pronged public outreach effort to be inclusive of public interest groups, members of communities of concern, and other stakeholder organizations.

Public engagement will be a core component of the Baton Rouge Regional Climate Pollution Reduction Plan development process. The plans will be accessible and public facing, as all the MPO publications are mandated to be under Federal guidelines (the MPO's Title VI Plan and Public Engagement Plan).

The Consultant will apply the relevant Federal Highway Administration's metropolitan transportation planning mandates through this planning process and include the following key tasks:

1. Project Management through development of a detailed work plan and schedule.
2. Stakeholder and Public engagement
3. GHG Inventories, GHG Reduction Measures, Workforce Analysis, Benefits Analysis, LIDAC Benefits Analysis; State of Current Practices
4. Priority Climate Action Plan (PCAP)
5. Comprehensive Climate Action Plan (CCAP)
6. Status Report
7. CPRG Implementation Grant Prospects

III. Background

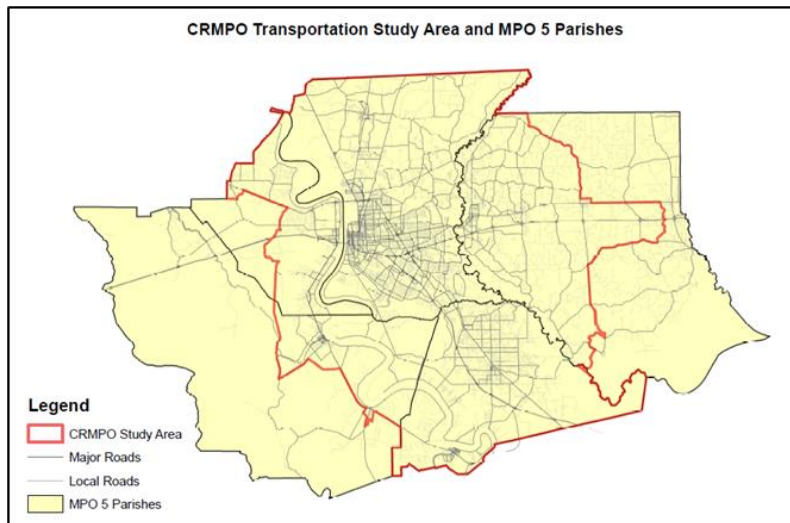
The Capital Region Metropolitan Planning Organization (MPO) is a regional transportation planning entity comprised of local communities in the Baton Rouge, Louisiana, metropolitan planning area.

The MPO provides a regional consensus forum to ensure coordination between the public and local, State and Federal agencies for transportation planning issues and to prepare federally mandated transportation plans and programs. The MPO plans, selects and approves projects for federal funding based on regional priorities, and develops methods to reduce traffic congestion and improve transportation safety within the metropolitan planning area.

The MPO study area includes all of, East Baton Rouge, Ascension parishes, Livingston, West Baton Rouge and a portion of Iberville parishes. While the current 8-Hour Ozone Nonattainment Area covers all Capital Region's Five Parishes, the existing travel demand model area lies within the boundary of five parishes.

A regional map for the boundaries of five-parish related nonattainment area and MPO transportation study is shown below in Figure 1.

Figure 1: MPO Boundary vs. 8-Hour Ozone Nonattainment Area



IV. Offeror's Minimum Qualifications

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

V. Proposal Content

Proposals should contain at least the following documentation:

1. Cover Letter - This should include a summary of the key points of the proposal and the approach to accomplishing the study. The contact person's (project manager's) name, address, telephone number, and e-mail address must be included. The Attachment A is the proposer's information Form. The cover letter is not considered part of the maximum twelve-page requirement outlined in #2 of this section.
2. Study Methodology Section - This should include the Consultant's approach to tasks to accomplish the work outlined in the Scope of Work. This Section should demonstrate an understanding of the regional transportation system, travel demand modeling, and Federal and State planning requirements. This section is limited to twelve pages in length and no less than an 11-point font size.
3. Key Personnel Section - One paragraph summaries of qualifications and experience should be submitted for all personnel assigned to the project. The assignment of personnel must specifically contain the percent of time by personnel for each task included in the Scope of Work. The key personnel section is not considered part of the maximum twelve-page requirement outlined in #2 of

this section. One-page resumes for each team member shall be attached as an appendix to the RFP. Additional information or links to completed projects may also be attached to the appendix.

4. Management Plan Section - The management plan must contain a schedule of work (timeline) with milestones, and a percent of time by each task described in the Scope of Work for the Prime and each subconsultant. The management plan section is not considered part of the maximum twelve-page requirement outlined in #2 of this section.
5. Related Work Section - Work closely related to that described in the Scope of Work which has been performed by the specific personnel assigned to this project should be briefly outlined in the proposal. Specific emphasis should be placed on work undertaken in areas similar to the Capital Region metropolitan area in the previous five years. The related work section is not considered part of the maximum twelve-page requirement outlined in Study Methodology Section (#2).
6. DBE Participation - The consultant team should strive to adhere to the Disadvantage Business Enterprise (DBE) goal of the Capital Region Planning Commission. CRPC has adopted a DBE goal of 8%.
7. MPO Standard Consultant Submittal Form (Attachment) -- The respondent shall complete and submit MPO Consultant Submittal Form with the proposal. The form is available at: <http://crpcla.org/publicnotices>

VI. Selection Procedure

CRPC will form an advisory evaluation CSAP Steering Committee consisting of persons individually and collectively knowledgeable in the areas of Transportation Safety Planning to review and rank the proposals received in accordance with the criteria of evaluation described below.

CRPC may seek additional information, conduct interviews, or request best and final offers from individual Proposers.

The evaluation committee's ranking and recommendation will be forwarded to CRPC's Executive Director who will make a recommendation to the Baton Rouge MPO Transportation Policy Committee for final action. The recommendation and award of a contract, if any, will be to the Proposer whose proposal is most advantageous to CRPC based on the evaluation criteria set forth below.

CRPC reserves the right to reject any and/or all proposals submitted or to conclude that none of the proposals are advantageous to CRPC.

VII. Criteria for Evaluation

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

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

VIII. Budget

The maximum budget allocated to the selected consultant for the CSAP is a non-negotiable lump sum fee of \$400,000.

IX. Duration of Contract

This contract will commence on January 15, 2024 (anticipated) and extend through August 31, 2027.

X. Proposal Submission Guideline

Respondents shall submit 6 bound and 1 electronic copy of the proposal to:
Capital Region Planning Commission
Attn: Mr. Sooraz Patro, Director of Transportation
14734 S. Harrell's Ferry Rd. Baton Rouge, LA 70816

The proposal must be received by 3:00pm C.S.T. on Tuesday, 01/05/2024. Please direct any questions to Sooraz Patro, Director of Transportation via email at spatro@crpcla.org. A list of received questions and responses will be posted on our website.

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

Award is contingent upon CRPC receiving Notice to Proceed from LA DOTD.

XI. Schedule

- RFP Distribution (Website/Email) December 18, 2023
- Advertise RFP (Social Media) December 18, 2023
- Deadline to RFP related Questions December 27, 2023; 5pm CST
- Release of Responses to Questions December 28, 2023; 3pm CST
- RFP Proposals Respondent Deadline January 8, 2024; 3pm CST
- CPRP RFP Evaluation Committee Review/Ranking January 9 - 10, 2024
- Consultant Team Interviews (if needed) January 11, 2024

- | | |
|---|------------------|
| • Committee Review and Consultant Selection | January 11, 2024 |
| • Notification of Selected Consultant | January 12, 2024 |
| • Contract Begins (anticipated) | January 15, 2024 |
| • Contract Ends (anticipated) | August 31, 2027 |

XII. Compliance with Federal Regulations

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

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

XIII. Scope of Work

In accordance with federal award from Climate Pollution Reduction Grant (planning), Capital Region Planning Commission (CRPC) is initiating the development of a Regional Climate Pollution Reduction Plan (CPRP) for the Baton Rouge Metropolitan Statistical Area (MSA). The new CPRP will be compliant with current, applicable federal planning rules as defined in 23 CFR 450.322. The purpose of this scope is to provide planning/engineering services for the development of Baton Rouge MSA's Regional Climate Pollution Reduction Plan as described in this exhibit.

Task 1.0 Project Management

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

Task 2.0 Stakeholder and Public Engagement

This task is to involve and inform key participants, stakeholders and the public concerning the study process and findings and to obtain their input into the analysis and results. Particular attention will be given to engaging the "interested parties" specified in the Metropolitan Planning Regulations and to meeting the objectives of the Baton Rouge MPO Public Participation Plan. This task will be a joint effort by CRPC staff and Consultant.

Task 2.1 – Outreach Plan, Process and Methodology

Develop a methodology that ensures public outreach will be broad and incorporated at key intervals in the transportation planning process. Key stakeholders will be identified, and schedule will be developed for stakeholder interviews and focus group meetings. Performance measures to gauge success of outreach methods will be developed. An overall schedule of public participation events will be established and roles and duties for implementation of public meetings will be clearly defined. Public meetings will be coordinated with member agencies' existing meetings to the greatest extent possible.

Task 2.2 –Brand, Marketing Plan, and Marketing Templates

Update branding strategy including a logo, title slogan, taglines and visuals for the plan which will be developed through engagement of the CPRP Steering Committee as well as input from key stakeholders. Develop a marketing plan that includes identification of communication goals, message development, social media, broadcast, video, and print components. Create contact list for news outlets, parish and municipal PIO's, and key partners and stakeholders. Prepare templates for outreach materials to be used at public meetings and stakeholder interviews. Develop press releases, email blasts, and presentations for public and stakeholder engagement.

Task 2.3 – Stakeholder Outreach and Public Involvement

Perform stakeholder interviews, focus group/agency consultation meetings and public outreach events that align with the outreach plan. Public outreach methods must include digital and face-to-face components. Outreach will incorporate "MetroQuest" or similar tool to engage citizens around existing and future transportation needs, funding priorities, growth scenarios, and funding constraints, at a minimum. Public and stakeholder meetings must include real-time feedback or voting tools. CRPC anticipates 3-4 key points in the planning process where public/stakeholder meetings will be held throughout the region. Public and stakeholder meetings will be held in each of the MPO parishes, during each round of meetings. The Consultant will work with CRPC to identify opportunities to cooperate with agency partners to co-host meetings where feasible. A strategy to include minority and underserved population in the planning process will also be identified and implemented. Consultant will develop a meeting "tool-kit" to allow CRPC staff to host smaller outreach meetings and gather additional public input. Consultant will be principally responsible for meeting topic development, outreach methods and facilitation. CRPC staff will be available to assist with meeting set up and facilitation.

Task 2.4 – Trend Identification and Outreach Documentation

The Consultant shall tabulate and evaluate data collected and provide a series of reports on the trends and themes gathered through the various stakeholder interview and meetings. Documentation shall be related to the performance measures created under Task 2.1. During each phase of public outreach, the Consultant shall tabulate the diversity of respondents and assess whether additional targeted public outreach efforts are needed to ensure efforts have been made to

engage minority and low-income residents. The Consultant shall provide a final report detailing the public outreach effort which shall include all data collected, surveys and materials produced.

Task 3.0 Priority Climate Action Plan

As dictated by EPA CPRG guidance, the Baton Rouge MSA's PCAP will focus on near-term, high-priority, implementation-ready programs, projects, and associated actions to reduce greenhouse gas emissions in multiple sectors, including: industrial, transportation, residential, agriculture, and others. The PCAP will draw on existing planning work and the measures outlined below to identify high-priority targets. The coverage area for this plan is to the ten-Parish Baton Rouge Metropolitan Statistical Area (Parishes of: Ascension, Assumption, East Baton Rouge, East Feliciana, Iberville, Livingston, Point Coupee, St. Helena, West Baton Rouge and West Feliciana).

Task 3.1 Preliminary Greenhouse Gas Inventory Analysis

The PCAP will include a preliminary inventory (baseline) of regional greenhouse gas emissions sources and sinks on a county-by-county basis (including the city of Baton Rouge), including but not limited to greenhouse gases such as carbon dioxide (CO₂), methane (CH₄), and Nitrous Oxide (N₂O), as well as co-pollutants such as NAAQs criteria pollutants and other air toxics.

Building on the MPO's existing transportation air quality conformity process, the consultant team will use inventory data gathered from its long-range plan, statewide inventories conducted by the Louisiana Department of Environment quality (LDEQ) and other sources as needed. The MPO will also work with the LDEQ, the steering committee and consultants to identify the most appropriate data sets to develop the preliminary regional GHG inventory.

Existing data and relevant information will be obtained through the MPO staff and the project Steering Committee, including but not limited to the available reports and studies, as well as survey, tabular and GIS data listed below:

Plans and Studies:

- LADOTD's Climate Action Plan (2022)
- City of Gonzales's Climate Action and Resiliency Plan (2023)

Data:

- Planned and Committed Transportation Projects within the MSA
- Applicable federal PM₃ Transportation System Performance, Reliability measures and targets from the Baton Rouge MPO
- Socio-economic, demographic and other relevant data from US Census Bureau
- Population and Employment Projects from MOVE 2046
- MOVE 2046 Air Quality Conformity Analysis Datasets
- Locations of potential High GHG emitting sites (industry, energy, transportation; etc.)
- Location of Federal Opportunity Zones
- Land Use (existing/future), Land Cover and Zoning

Once an initial inventory of the existing data is collected, analyzed and compared, it is anticipated that the consultant will discuss data gaps with the Steering Committee and recommend/collect additional data sets that are missing and relevant to the project. Surveys and community outreach in subsequent Task 's will be used to collect additional information.

Deliverables:

- Data Inventory Summary
- Data Methods Documentation
- Raw data collected (spatial, tabular)

Task 3.2 Quantified GHG Reduction Measures

The consultant team, with input from the Steering Committee, will combine existing modeling and new analyses, using best-available data, to identify a targeted and comprehensive set of GHG-reduction measures, cross-referenced with proposed measures found in existing state and regional CAPs, once baseline projections have been established. Analytic methods should be informed by best practices such as the ICLEI strategic framework for quantifying emissions reductions, and may be basic, intermediate or sophisticated, but must quantify emissions reductions using well-established, scientifically-sound and preferably EPA-recommend tools; the selection of GHG reduction measures should focus on achieving the most significant GHG reductions possible, while considering other relevant planning goals, including equity, cost effectiveness, workforce development goals, and others as applicable and necessary.

These measures should be both science-based and sector-specific, tailored for the Baton Rouge MSA for each identified priority action in the GHG Inventory and analysis and fully informed by EPA's target-setting guidance. Potential GHG reduction measures should follow EPA emissions inventory technical guidance (for example, building on sectoral source inventories as outlined in the annual EPA inventory report on U.S. greenhouse gas emissions and sinks), and must be crafted to fit local needs, particularly focusing on future capacity-building potential based on those identified local needs. Any environmental or economic co-benefits of these reduction measures should also be quantified.

The consultant shall use rigorous analytical methods consistent with the conceptual framework developed by the Intergovernmental Panel on Climate Change (IPCC), and as described in the Revised 1996 IPCC Guidelines for National Greenhouse Gas Inventories, as well as being consistent with the IPCC Good Practice Guidance and Uncertainty Management in National Greenhouse Gas Inventories, and the 2006 IPCC Guidelines for National Greenhouse Gas Inventories.

Deliverables

- GHG Reduction Measure Summary Report
- Matrix of GHG Measures and Priority Actions
- Technical Documentation (Data Inputs, Assumptions, Methods, etc.)
- All data (tabular and spatial) used in the above analyses, in native formats

Task 3.3 Low Income and Disadvantaged Communities (LIDAC) Benefits Analysis

Utilizing data from the Climate and Economic Justice Screening Tool ([CEJST](#)), along with the EPA Environmental Justice Screening and Mapping Tool ([EJScreen](#)), the consultant team will prepare a preliminary analysis of benefits for LIDACs that are anticipated to result from the GHG reduction measures. LIDACs will be defined as:

- A. Any census tract that is included as disadvantaged in the Climate and Economic Justice Screening Tool (CEJST); and/or,
- B. Any census block group that is at or above the 90th percentile for any of EJScreen's Supplemental Indexes when compared to the nation or state, and/or any geographic area within Tribal lands and indigenous areas as included in EJScreen.

The consultant will assemble the data from both above referenced tools and develop an interactive ArcGIS Online application for the Baton Rouge MSA. As a part of the application, these data sets will be used to create a regional Climate Vulnerability Index. This index will be used to identify communities that are economically disadvantaged and overburdened by pollution and underinvestment in housing, transportation, water and wastewater infrastructure, and health care. The Index will be used to assist in prioritizing the LIDAC areas throughout the region who are most vulnerable to climate pollution. This application will have the ability to create municipal and county level reports.

Deliverables

- Preliminary LIDAC Benefits Analysis Report
- ArcGIS Online Mapping Application and Climate Vulnerability Index
- All data (tabular and spatial) developed for LIDAC report and mapping application in native formats

Task 3.4 Review of authority to Implement

The consultants will conduct a review of implementation authority for each identified priority action in the PCAP and will identify a timeline of specific milestones needed to be met and by whom.

Additionally, as part of the authoritative review, the PCAP will identify other federal and state funding programs, including newer IIJA and IRA funding sources (Carbon Reduction Program, Charging and Fueling Infrastructure Program, Energy Efficiency and Conservation Block Grant Program, etc.), whose program goals intersect with this effort.

For example, the MPO receives an annual allocation of Carbon Reduction funds for transportation related projects that reduce mobile source emissions and help mitigate congestion in the region's air quality maintenance areas. The review should document similar program goal intersections with the CPRG program goals and note where funding from other programs can be leveraged with future EPA CPRG funding.

Deliverables

- Authority to Implement Memo
- Funding Source Matrix

Task 3.5 Public/stakeholder Engagement and Coordination

The Baton Rouge MSA has numerous active stakeholder groups that represent public and private interests in climate pollution and air quality. Proactively engaging the public and stakeholders will help to gain and maintain transparency in the planning process. It will also assist in increasing literacy on projects and initiatives that mitigate climate pollution and in providing consensus and momentum to the deployment of these strategies.

Utilizing information developed as part of the LIDAC, the Climate Vulnerability Index, and input from the Steering and Regional Advisory Committees, the consultants will develop a branded, multifaceted strategy through a communications and engagement plan. The plan will emphasize equity throughout the PCAP development process and address interagency communication and stakeholder and public engagement. Potential methods of communication will include but should not be limited to:

- Dedicated Regional Climate Action Webpage (housed on the MPO website)
- Branded Media Packet (Community Engagement Packet)
- Geographically Targeted Social Media Posts
- Website Ads
- Television Ads
- Radio Ads
- Newspaper Articles

The consultants will also develop a customizable Community Climate Pollution Action Plan Packet. Recognizing the diversity of the region's landscape and the differences in sources of climate pollution within local governments, this packet of information can be used by local governments to help educate constituents and convey the importance of creating the PCAP and the potential methods of addressing climate pollution. This packet will help to ensure consistent messaging (via the Media Packet developed above). The packet should at minimum include:

- A concise, graphically oriented set of fact sheets regarding climate pollution in the region and the needs of local governments and their residents.
- Resources to help identify local champions (businesses, community groups, institutions, etc.) to assist in gathering community input support.
- A menu of communication methods and materials to be considered that best serve various community types (i.e. urban, suburban, small town, rural, etc.).
- Contact information for local, regional and state decision makers who are engaged in the process and available to discuss the overall project/strategy with communities and their constituents.

Should timing permit, and with consultant support, the MPO will organize a planning charrette with the determined advisory and steering committees to solicit public feedback. Planning charettes will be conducted as a part of the PCAP public and stakeholder engagement task.

Deliverables

- Community Climate Pollution Action Plan Packet
- Public and Stakeholder Engagement Summary Report

Task 4.0 Comprehensive Climate Action Plan (CCAP)

The CCAP will build upon the emission reduction measures established in the PCAP and will include actions across all GHG emitting sectors for reducing GHG emissions, including robust and inclusive stakeholder outreach activities. Where applicable and appropriate, the selected measures will consider and incorporate previous work done by partners at all levels of government and work done by nonprofit or community groups. The CCAP will also draw from existing plans developed by collaborating county and municipal governments.

The CCAP will include an analysis of cost and benefits of each action, including quantified GHG and criteria pollutant reductions, economic analysis, and a specific analysis of cost and benefits to low income and environmental justice communities. Each identified action will include a discussion of implementation authority, as well as workforce considerations.

Task 4.1 GHG Inventory and Projections

The consultants will utilize the data sources from the preliminary GHG inventory as well as potential identified new sources to complete a comprehensive regional GHG inventory for each Parish in the Baton Rouge MSA region as well as the City of Baton Rouge. The inventory will include all relevant sectors including agricultural, residential, commercial, industrial, transportation, and energy.

Projections will be assessed through the year 2046. The consultants will use a combination of modeling tools to compile the GHG inventory for the CCAP and will analyze GHG emissions and sinks from the aforementioned sectors. Expected modeling tools include the MPO's in-house regional modified tour-based travel demand and MOVES models, the EPA's State Inventory and Projection Tool (SIT), and the EPA's Local Greenhouse Gas Inventory Tool.

The consultants will work with the steering committee to identify potential new data sources and modeling tools as needed to contribute to and inform the CCAP.

Deliverables

- Comprehensive Green House Gas Inventory by sector for each Parish and the City of Baton Rouge in the Baton Rouge MSA
- Green House Gas Projections by sector through 2050 for each county and the City of Baton Rouge in the Baton Rouge MSA

Task 4.2 GHG Reduction Targets

The consultants will use the data from the preliminary GHG inventory, input from the Steering and Regional Advisory Committees, as well as input from the stakeholder and public engagement campaign (as described on the following pages) to establish and adopt specific regional emissions reduction targets for each sector. Following LDEQ guidance, the Baton Rouge MSA's GHG inventory will forecast

emissions projections through the year 2046 to set relevant reduction targets. These targets will also be informed by the United States federal commitment to an economy-wide reduction in net emissions by 2030, with a goal of reaching net-zero emissions by 2050.

Deliverables

- Comprehensive Green House Gas Reduction Targets, by sector, for each Parish and the City of Baton Rouge in the Baton Rouge MSA

Task 4.3 Quantified GHG Reduction Measures

The CCAP will include quantified GHG emissions reductions and enhancements of carbon sinks for each identified action across all economic sectors identified as contributing GHG emissions within the region. This will include qualified reductions of co-pollutants such as NAAQs criteria pollutants and other air toxics, and may involve incorporating previous modeling work, as appropriate, as well as new analysis.

Deliverables

- A set of Quantified GHG Reduction Measures, by sector, for each Parish and the City of Baton Rouge in the Baton Rouge MSA

Task 4.4 Low Income/Disadvantaged Communities Benefits Analysis

The consultants will conduct an analysis of the cost and benefit to low-income and disadvantaged communities as part of the CCAP. This will utilize the Benefits Analysis from the PCAP as a baseline and will expand to include analysis of each specific reduction measure identified through the CCAP. The consultants, working with the MPO, with input from the Steering Committee will seek to prioritize strategies that directly benefit Environmental Justice and Justice 40 communities.

Furthermore, the consultants, the MPO and the Steering Committee will work directly with these communities and build upon existing plans to ensure maximum benefit in all possible aspects of the plan. Metrics to be considered will include those suggested by stakeholders and community members as a result of the robust outreach and public engagement strategies and initiatives in the following section.

Deliverables

- Comprehensive LIDAC Benefits Analysis Report
- Expanded ArcGIS Online Mapping Application and Climate Vulnerability Index
- All data (tabular and spatial) developed for LIDAC report and mapping application in native formats

Task 4.5 Expanded Authority to Implement Memo and funding Matrix

The consultants, with input from the Steering Committee and the MPO will conduct a review of implementation authority for each identified priority action in the CCAP and will identify a timeline of specific milestones needed to be met and by whom. Additionally, as part of the authoritative review, the CCAP will update the analysis of state and federal funding programs whose goals intersect with the priority actions.

Deliverables

- Expanded Authority to Implement Memo
- Expanded Funding Matrix

Task 4.6 Workforce Planning Analysis

CRPC is the designated Metropolitan Planning Organization (MPO), Economic Development District (EDD) for the capital region in Louisiana. In these roles, CRPC is charged with developing a Comprehensive Economic Development Strategy (CEDS). CCAP will build upon the previous regional workforce development analysis included in the 2017 Comprehensive Economic Development Strategy for Baton Rouge Economic Planning District (CEDS).

The consultants, with input from the Steering Committee, the MPO and informed by the visioning exercises (described in the task below), will review the CRPC planning documents along with other regional workforce assessments and analyses (to be provided by CRPC and Steering Committee) to identify workforce availability, any anticipated workforce shortfalls, and any desired workforce development actions needed to successfully implement the projects and programs recommended by the CCAP.

Deliverables

- Regional Workforce Planning Analysis Document

Task 4.7 Public and Stakeholder Engagement

Building upon the communications and engagement plan developed during the PCAP, and utilizing the Community Climate Pollution Action Plan Pack, the MPO will expand public engagement efforts during CCAP development. The MPO will utilize relations and channels identified during PCAP development, including the Steering and Advisory committees, to continue and expand public and stakeholder engagement under the CCAP.

With consultant support, the MPO will develop and facilitate the following additional mechanisms to gather public input:

- A public kick-off meeting in each Parish and the City of Baton Rouge (11 in total) to inform stakeholders and the general public about the PCAP and the next steps to be taken in the development of the CCAP. These kick-off meetings will include a mechanism for gathering public comments and input, as well as a platform for stakeholders to ask questions and understand the CCAP development process.
- A multipronged public survey, intended to collect additional data, particularly in locations identified as low-income and disadvantaged during the PCAP development. The survey will include an online component as well as a statically valid telephone, or hybrid telephone/SMS survey for areas in the ten Parish Baton Rouge MSA region where there is little or no high-speed connectivity (if needed). The survey will gauge the concerns of respondents regarding climate and emissions issues in their neighborhoods as well as priorities for action. This data will be used to determine public opinion regarding climate pollution and priorities and will be used to help inform the

goals and strategies for reducing GHG emissions. The MPO anticipates utilizing a public engagement software to enhance the survey, such as MetroQuest, etc. The results of the survey will be published in an interactive map as well as a series of infographics suitable for use in the Public Engagement Campaign.

- A series of visioning exercises with various stakeholder groups from around the region. the MPO, with consultant support, will hold a series (up to five) of virtual charrette style meetings with stakeholder groups to develop an initial list of concerns, strategies, and goals. The project Steering Committee will develop the list of stakeholder groups. The Steering Committee and Transportation Advisory Committee will also be invited to participate in these charrettes. Potential groups could include but are not limited to:
 - Regional Elected Officials (state, federal and local)
 - Regional Chambers of Commerce
 - Economic Development Organizations
 - Climate Action Groups/Nonprofits
 - Universities and Colleges; including community and vocational
 - School Districts, libraries, and parent-teacher groups
 - Public Utility Companies
 - Industry Groups that represent GHG emission sectors
 - Labor Unions
 - LADOTD, CATS and other public transit providers
 - Nonprofit community organizations and their constituents (to ensure
 - inclusion of diverse voices representative of residents in all 10 counties)

Once an initial list of Goals and Strategies is collected, the consultants will examine the outcomes of the meetings and synthesize a broad list of goals and strategies for consideration by the Steering Committee.

- Eleven public meetings, one in each of the ten Parishes and the City of Baton Rouge in the Baton Rouge MSA/the identified plan area. The MPO will develop ads in public newspapers and at radio/television outlets to encourage attendance at these meetings, following the agency' s regular guidelines for public notice as federally mandated. At these meetings, the consultants, along with City/Parish and the MPO staff support will present the status of the PCAP/CCAP and solicit feedback on metrics, targets, goals, and strategies.

Task 4.8 CCAP Reports

The consultants will prepare a public facing, graphically oriented draft CCAP. The draft CCAP will be made publicly available for comment through both the identified public outreach strategies and the commission' s pre-established public engagement processes. The MPO outreach will prioritize the solicitation of comments and input from potentially disadvantaged communities, which will be re-identified as part of the CCAP development process.

- a. Draft Report - This Task will assemble previous activities, reports and memorandums (Tasks 4.1- 4.7) into a draft plan report for review by the project Steering Committee. The report will be succinct and graphically oriented and

written in plain English to the greatest extent possible. The draft report will also include a separate Executive Summary document for the CCAP.

- b. Steering Committee Review of Draft Report - The Draft Report will be sent to the MPO staff for review and comment. The MPO staff comments shall be incorporated into a second draft report. The second draft will be distributed electronically to the Steering Committee for their review and comment.
- c. Public Review and Comment - the CCAP draft will be made publicly available for comment through both the identified public outreach strategies and the commission's pre-established public engagement processes. The MPO outreach will prioritize the solicitation of comments and input from potentially disadvantaged communities, which will be reidentified as part of the CCAP development process. Once the public review period is concluded, the consultants will meet with the MPO staff to review and incorporate public input as appropriate.
- d. Steering Committee Briefing - After the Draft Report has been reviewed by the Steering Committee, the consultant shall meet with the Steering Committee to discuss resolution of comments, finalizing the report, and final documentation.
- e. Transportation Policy Committee Briefing - Following revisions to the Report suggested by the Steering Committee, the final draft will be presented to the MPO's Transportation Policy Committee. The consultants will forward the report to the Committee for review and comment.
- f. Regional Briefings - The consultant team will brief the following regional entities:
 - Capital Region Planning Commission
 - Funding Foundations (group presentation)
 - Baton Rouge MSA State Elected Delegation
 - Baton Rouge MSA Congressional Delegation
- g. Preparation of Final Report - Concluding the committee and public review, the consultants will prepare the final report, published in Adobe InDesign format.

Deliverables

- All data and mapping collected in native digital format
- Final Meeting Summary for Steering Committee
- Final CCAP Report (Digital)

Task 5.0 Status Report

During years three and four of the program, the MPO is required to develop a Status Report containing updates to the key elements of the CCAP listed below. The consultant will assist the MPO as described below.

Task 5.1 GHG Inventory

The consultants will update the GHG inventory and projections from the CCAP (as necessary) utilizing a consistent methodology. The inventory will include all relevant

sectors including agricultural, residential, commercial, industrial, transportation, and energy. Projections will be assessed through the year 2046.

Deliverables

- Updated GHG Inventory

Task 5.2 Implementation Status of GHG Measures

The consultants will evaluate and report on the status of quantifiable GHG reduction measures as identified in the PCAP and CCAP. The evaluation will identify key responsible parties for completed, in-progress and underdevelopment actions, and will evaluate progress towards the PCAP and CCAP goals identified during these two planning processes, using a performance-based planning approach.

Deliverables

- Implementation Status Report Memo

Task 5.3 Updated LIDAC Analysis

The consultant will update analysis, using consistent methodology, of benefits to low-income and disadvantaged communities in the region, which may include input and output data such as: emissions/pollutant reductions by sector, air quality improvements, economic benefits including jobs created, decreased cost of transportation, and transportation mobility options.

Deliverables

- Updated LIDAC Document

Task 5.4 Updated Review of Authority to Implement and Funding Matrix

The consultant will update as necessary the CCAP's review of implementation authority for climate actions identified in the plan. This review will be conducted in collaboration with coordinating entities, will identify any new authorities obtained since the publication of the CCAP, and will include an updated timeline of action milestones by responsible entities as identified in the CCAP.

Deliverables

- Updated Authority to Implement Memo and funding Matrix

Task 5.5 Updated Workforce Planning Analysis

The consultant will update (as necessary) analysis of workforce development activities and progress achieved since the establishment of the CCAP. The MPO will coordinate with relevant stakeholders, including the Louisiana Workforce Commission, to update identified challenges and associated solutions. The update will include progress towards workforce development goals outlined in the CCAP, especially in disadvantaged communities.

Deliverables

- Updated Workforce Planning Analysis

Task 5.6 Next Steps, Future Budget and Staffing Needs

The consultant will identify any next steps that are required to successfully implement the CCAP principles and strategies beyond the program period, including a future estimated budget and potential sources of funding, potential internal staffing needs, as well as identified needs related to consultant support, and any other identified activities that have yet to be completed as part of the CCAP development.

Deliverables

- Memo outlining potential next steps, future budget considerations and staffing needs.

Task 6.0 CPRG Implementation Grant Prospects

During the development of PCAP and CCAP, the consultant will coordinate and provide guidance to the MPO in identifying potential projects to seek future Federal Fiscal Year climate Pollution reduction Grant for implementation as well potential grant writing.

XIV. Attachments

ATTACHMENT A: PROPOSER'S INFORMATION SHEET

ATTACHMENT B: FEDERAL REGULATIONS

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

ATTACHMENT A: PROPOSER'S INFORMATION SHEET

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

If you have any questions about this form, please call Sooraz Patro, Director of Transportation, (225) 383-5203, or email Spatro@crpcla.org

1. GENERAL INFORMATION

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

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

Check all that apply:

Is this firm a prime consultant? _____
Is this firm a sub-consultant? _____ Identify specialty: _____
Is this firm a certified DBE? _____ If so, by whom? _____
Is this firm currently debarred? _____
Is this firm currently the subject of debarment proceedings? _____

2. FINANCIAL INFORMATION

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

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

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

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

Name, Title

ATTACHMENT B: FEDERAL REGULATIONS

APPENDIX B.1: CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date: _____

APPENDIX B.2: DEBARMENT AND SUSPENSION CERTIFICATION

Choose one alternative:

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

OR

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

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

Executed in (City) _____, **state of** _____

Printed Name: _____

Authorized Signature

Date

APPENDIX B.3: FEDERALLY REQUIRED CONTRACT CLAUSES

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

A. CIVIL RIGHTS REQUIREMENTS

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

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

B. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

C. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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

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

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

D. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] – Contractors who apply or bid for an award of \$100,000 or more shall file the certification

required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

E. ADA ACCESS

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

F. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

G. RECORDS AND REPORTS

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

H. TERMINATION

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provision of this contract, the MPO may terminate this contract for default. The MPO shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contract will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performances set forth in this contract.

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

- 1) The Contractor acknowledges that the provisions of the Program Fraud civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et. seq.* and U.S. DOT regulations, 'Program Fraud Civil Remedies,' 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further

acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- 2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

I. BREACHES AND DISPUTES

- 1) *Disputes* – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the CRMPO's Executive Director. This decision shall be final and conclusive unless within then (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Transportation Planning Director. In connection with any such appeal, the Contractor shall be afforded and opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision
- 2) *Performance During Dispute* – Unless otherwise directed by the CRMPO, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 3) *Claims for Damages* – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- 4) *Remedies* – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CRMPO and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or if a court of competent jurisdiction with the State in which the CRMPO is located.
- 5) *Right and Remedies* – The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of and duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CRMPO or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, no shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

K. CLEAN AIR

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

L. CLEAN WATER REQUIREMENTS

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 22 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees the

Purchaser will, in turn, report each violation as required to assure notification to FTA and the Appropriate EPA Regional Office.

- 2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

M. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- 1) *Overtime requirements* – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less the one and on-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) *Violation; liability for unpaid wages; liquidated damages* – In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore - shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) *Withholding for unpaid wages and liquidated damages* – The MPO shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract of any other federal contract with the same prime contractor, of any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquated dames as provided in the clause set forth in paragraph (2) of this section.
- 4) *Subcontracts* – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) though (4) of this section and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

N. ENERGY CONSERVATION REQUIREMENTS

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

O. RECYCLED PRODUCTS

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

P. GOVERNING LAW

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

Q. SEVERABILITY

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

R. PATENT RIGHTS

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

S. RIGHTS IN DATA AND COPYRIGHTS

"Subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the underlying agreement. Examples of 'subject data' include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the underlying agreement.

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