

REQUEST FOR PROPOSAL

Provide Grant Management Services for The Parish of Jefferson Community Development  
Block Grant Disaster Recovery Program (CDBG-DR)



RFP No.: 0483

Proposal Receipt Date: June 18, 2024

Proposal Receipt Time: 3:30 p.m.

Jefferson Parish  
Department of Purchasing  
200 Derbigny Street, Suite 4400  
Gretna, LA 70053

(504) 364-2678

# TABLE OF CONTENTS

## **PART I – ADMINISTRATIVE AND GENERAL INFORMATION**

1.1 Background .....	1
1.2 Purpose .....	1
1.3 Goals and Objectives.....	2
1.4 Proposer Minimum Requirements .....	2
1.5 Schedule of Events .....	3
1.6 Proposal Submittal .....	3
1.7 Proposal Response Format.....	4
1.8 Number of Response Copies .....	5
1.9 Legibility/Clarity.....	5
1.10 Pre-proposal Conference.....	6
1.11 Written Inquiries.....	6
1.12 Inquiry Periods.....	6
1.13 Required Signed and Notarized Affidavits .....	7
1.14 Proposal Guarantee ( <i>if required</i> ) .....	7
1.16 Fidelity Bond Requirements .....	7
1.17 Proposal Validity.....	7
1.18 Revisions, Withdrawals, Protest Procedures.....	7
1.19 Cost of Offer Preparation.....	8
1.20 Acceptance of Proposal Content .....	8
1.21 Written or Oral Discussions/Presentations.....	8
1.22 Standard Terms and Conditions and Non-negotiable Contract Terms .....	8
1.23 Taxes.....	9
1.24 Selected Proposer’s Responsibilities.....	9
1.25 Sub-Contractor Requirements .....	9
1.26 Insurance Requirements .....	10
1.27 Subcontractor Insurance .....	10
1.28 No Guarantee of Quantities.....	10
1.29 Contract Negotiations .....	10
1.30 Cancellation of RFP or Rejection of Proposals .....	10
1.31 Evaluation and Selection.....	10
1.32 Indemnification.....	12
1.33 Payment for Services.....	13
1.34 Termination.....	13
1.35 Assignment.....	14
1.36 EEOC and ADA Compliance.....	14
1.37 Audit of Records .....	14
1.38 Record Retention .....	15
1.39 Record Ownership .....	15
1.40 Content of Contract/Order of Precedence.....	15

1.41 Contract Changes .....	15
1.42 Substitution of Personnel .....	15
1.43 Force Majeure .....	15
1.44 Governing Law .....	16
1.45 Claims or Controversies .....	16
2.1 Scope of Work/Services .....	16
2.2 Period of Agreement .....	19
The term of any resulting contract shall be for three years commencing on the date of execution or signing of the contract and expiring on the third anniversary thereof. The Parish shall have the option to renew this agreement for one (1) additional year upon Council approval.....	19
2.3 Price Proposal (Price Schedule) .....	19
2.4 Deliverables.....	19
2.5 Location.....	20
2.6 Financial Profile .....	20
2.7 Proposal Elements .....	20
B. Qualifications and Experience.....	21
4.1 Evaluation Criteria .....	24
PART V – PERFORMANCE STANDARDS.....	26
5.1 Performance Requirements.....	26
5.2 Performance Measurement/Evaluation .....	26
TERMINATION FOR CAUSE AND CONVENIENCE .....	5
EQUAL EMPLOYMENT OPPORTUNITY .....	5
DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT .....	7
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.....	13
RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT .....	14
CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.....	20
DEBARMENT AND SUSPENSION .....	20
BYRD ANTI-LOBBYING AMENDMENT .....	20
PROCUREMENT OF RECOVERED MATERIALS.....	21
PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT .....	21
DOMESTIC PREFERENCES FOR PROCUREMENTS.....	22
CONFLICT OF INTEREST .....	23
BUY AMERICAN PROVISION .....	23
ATTACHMENT “A” – Insurance Requirements	
ATTACHMENT “B” – Pricing Schedule	
ATTACHMENT “C” – Debarment and Anti-Lobbying Certifications	
ATTACHMENT “D” – Contract Provisions for Non-Federal Entity Under Federal Awards Required by Appendix II to 2 CFR §200	
ATTACHMENT “E” – Signature Page	
ATTACHMENT “F” – Corporate Resolution	
ATTACHMENT “G” – Request for Proposal Affidavit	

**REQUEST FOR PROPOSAL**  
**TO SELECT A QUALIFIED PROPOSER TO PROVIDE GRANT MANAGEMENT**  
**SERVICES FOR THE PARISH OF JEFFERSON COMMUNITY DEVELOPMENT BLOCK**  
**GRANT DISASTER RECOVERY PROGRAM (CDBG-DR)**

### **1.1 Background**

Jefferson Parish is seeking proposals from qualified consultants to assist the Department of Community Development with professional services for program development, project delivery, and general grants management related to the Parish's allocation of Community Development Block Grant (CDBG) Disaster Recovery funds awarded by the Office of Community Development for disaster recovery efforts on an as needed basis. These funds are to be used for infrastructure and economic revitalization efforts through the Hometown Revitalization Program and Resilient Communities Infrastructure Program.

Jefferson Parish is soliciting proposals for program management services to assist in the administration of these funds in compliance with all applicable requirements under the U.S. Department of Housing and Urban Development and the State of Louisiana, Office of Community Development, CDBG Disaster Recovery Program.

### **1.2 Purpose**

The purpose of the Request for Proposal (RFP) is to determine current undertakings by the Office of Community Development and to develop written processes, procedures and policies which represent the best practices in the areas of programs currently administered or anticipated by the Department of Community Development. This Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Code of Ordinances Section 2-895 et. seq. from bona fide, qualified Proposers **to provide grant management services** in Jefferson Parish. These services may include regular meetings with Community Development staff in person, virtually, and/or over the phone in order to receive status updates and to coordinate work. By submitting a proposal, proposer agrees to comply with all provisions of HUD regulations and guidelines and with Louisiana law including the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish (hereinafter sometimes referred to as the "Parish") standard terms and conditions as adopted by Jefferson Parish Council Resolution. Jefferson Parish does not obligate itself to contract for more than the actual requirements during the period of this contract, as determined by actual needs and availability of appropriated funds. "Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et. seq. Vendor/Proposer by this submission, warrants that there are no "Conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law."

### **1.3 Goals and Objectives**

The Department of Community Development desires to obtain a qualified firm that is familiar with the local, state, and federal grant regulations, Parish laws, ordinances and departmental processes to demonstrate specific knowledge of and experience to provide technical assistance and related grant management services in Jefferson Parish for the **Disaster Recovery Program**. Vendor must consult with Parish officials to prepare applications, provide broad-based support services designated to help maximize federal and state funding, expedite the grant process and follow guidelines to ensure funds are retained in the closeout audit process on a as needed basis.

### **1.4 Proposer Minimum Requirements**

- A. The Proposer must be fully staffed and capable of arriving within the stipulated timeframes and performing the required services.
- B. The Proposer must have at least (5) years of experience with the CDBG-Disaster Recovery Program.
- C. The Proposer must be able to maintain organizational capacity necessary to properly perform responsibilities under the Contract for a minimum of three (3) years with the option to renew for a period of one (1) year, commencing on the date of Contract execution.
- D. The Proposer shall provide any required licensing and permits for all services provided.
- E. The Proposer will agree to provide a Project Manager with five (5) years or greater experience with CDBG-Disaster Recovery program. The Project Manager shall be available to the Parish and/or its representatives on site during the accomplishment of all work phases.
- F. The Proposer will agree to provide a plan for Section 3 compliant contractor outreach and job creation to ensure income requirements and reporting for HUD are met.

### **References:**

Proposers must provide a minimum of three (3) references (governmental and/or private), for whom equal or larger scope of services are either currently being provided or have been provided in recent past (department to define recent past but not to exceed past two years). Contact person(s), addresses and telephone numbers for each reference shall be included. References must also include verification of experience and ability to meet project deadlines/timelines.

## 1.5 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
A. RFP posted online @ <a href="http://www.jeffparishbids.net">www.jeffparishbids.net</a>	5/15/2024	At least 30 days prior to the last day that proposals will be accepted
B. Pre-Proposal Conference (if required)	N/A	
C. Deadline to receive written inquiries	6/7/2024	4:30 p.m.
D. Proposal Receipt Date and Time	6/18/2024	3:30 p.m.
E. RFP Evaluation Committee Meeting		TBD
<p>Proposers are encouraged to check the general information board in the General Government Building located at 200 Derbigny St., Gretna and the Joseph S. Yenni Building located at 1221 Elmwood Park Blvd., Jefferson. Additionally, proposers may check for meeting information posted on the Jefferson Parish website.</p>		
F. Council Selection via resolution		TBD
G. Contract Ratification via resolution		TBD

**NOTE: The Parish of Jefferson reserves the right to deviate from these dates.**

## 1.6 Proposal Submittal

All proposals in accordance with Section 2-895 of the Jefferson Parish Code of Ordinances shall be received by the Jefferson Parish Purchasing Department **no later than date and time shown in the Schedule of Events in order to be considered responsive.**

**Important – Clearly mark outside of electronic envelope, with the following information and format:**

- Proposal Name: **Grant Management Services**
- Proposal No. **0483**
- Proposal Receipt Date and Time: **June 18, 2024 3:30 PM**

**Proposals will only be received online through the Jefferson Parish e-Procurement site, Central Bidding.** Central Bidding can be accessed by visiting either [www.jeffparishbids.net](http://www.jeffparishbids.net) or [www.centralbidding.com](http://www.centralbidding.com). Registration is required and free for Jefferson Parish Proposers by accessing the following link: [www.centralauctionhouse.com/registration.php](http://www.centralauctionhouse.com/registration.php).

Proposer is solely responsible for the **timely submission** of its proposal. Late proposals will not be accepted.

Price proposals and/or price schedules shall be submitted in a separate electronic sealed envelope as notated on the Central Bidding page as “**Pricing Attachments**”. Price Proposals will remain sealed and shall not be read until the completion of the scoring of the Technical Proposal Evaluation during the RFP Evaluation Committee Meeting. Once read, the Price Proposals will be evaluated and scored in accordance with Section 1.31. Price proposals shall be worth twenty-five percent (25%) of the total scoring points assigned.

RFP Evaluation Committee Meetings are opened to the public. Proposals will not be opened publicly.

### **1.7 Proposal Response Format**

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

#### **Technical Proposals:**

- A. Cover Letter: Containing summary of proposer’s ability to perform the services described in the RFP and confirms that proposer is willing to perform those services and negotiate a contract with the Parish. The letter shall be signed by a person having authority to negotiate and to commit the proposer to a contract. If proposer is a sole-proprietorship, proposer must include a statement that the company is a sole-proprietorship signed by the owner. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, and satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal. A sample corporate resolution may be downloaded from the Purchasing Department webpage of the Jefferson Parish website.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished. Proposers are advised that except as otherwise provided by law, all documents submitted to the Parish under this RFP are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., and may be released when a public records request is made in accordance with the law.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Technical Proposal Elements: Illustrating and describing compliance with the Minimum Requirements in Section 1.4, RFP requirements defined in the Scope of Work/Services (Part II) and Proposer Qualifications.
- D. Proposer Qualifications and Experience: History and background of proposer, including but not limited to status with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc. Minimum requirements include:

- Years of Experience
  - Certifications and Training
  - Listing of Grant Applications Completed
  - Listing of Grant Award Amounts and Entity Assisted
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc. Please note that requests for services from the JPDCD will come in the form of task orders which will describe the scope of work, deliverables, budget, and schedule. The completion of each task order shall constitute a separate deliverable.
- G. Financial Profile: Proposers are requested to submit documentation from the past three (3) years demonstrating proposer's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc. Such information should be included in the technical portion of the proposal submission and MUST NOT be included with the cost proposals and/or price schedules.

### **Price Proposal:**

Proposer's fees and other costs shall be submitted **in a separate electronic envelope (named "Pricing Attachments")** with proposal submission. This price proposal shall include any and all costs the proposer wishes to have considered in the proposed contractual arrangement with the Parish of Jefferson. The price proposal shall be worth twenty-five percent (25%) of the total price points assigned. The maximum cost points shall be calculated by multiplying the number of cost points assigned to price in the evaluation criterion multiplied by the number of evaluators scoring the proposal. Evaluation of price proposal shall take place after technical evaluation has been completed.

### **1.8 Number of Response Copies**

Each proposer shall submit one (1) original **electronic** signed proposal. PDF files are preferred. Price proposals **shall not** be included in the Technical portion of your submission.

### **1.9 Legibility/Clarity**

Proposals submitted in response to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The proposal shall demonstrate an understanding of the requirements.



Proposals shall be prepared simply and economically, providing straightforward, concise descriptions of the proposer's ability to meet the requirements of the RFP. Each proposer is solely responsible for the accuracy and completeness of its proposal.

### **1.10 Pre-proposal Conference**

**NOT REQUIRED FOR THIS RFP**

### **1.11 Written Inquiries**

The Parish shall only consider written and timely communications from proposers. No negotiations, decisions, or actions shall be binding as a result of any oral discussions with any Parish employee or Parish consultant. Answers to questions that materially change or substantially clarify the RFP shall be addressed by addendum and provided to all prospective proposers.

### **1.12 Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. **Without exception, all questions MUST be in writing** (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Initial inquiries shall not be entertained thereafter. All official responses to inquiries will be communicated in the form of an addendum.

The Parish of Jefferson shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The Parish of Jefferson reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit initial inquiries in a timely manner.

A final 3-day inquiry period may be granted, if additional questions or requests for clarification are received as a result of an addendum. Questions relative to the addendum shall be submitted no later than 3:30 p.m., three (3) full business days from the date the addendum is posted. If necessary, another addendum will be issued to address any final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended clarified by any addendum issued as a result of the final inquiry period.

Said written inquiries submitted by the proposer shall clearly cross-reference the relevant RFP section. The Parish shall only respond to those inquiries received by the established deadline.

Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries in accordance with this section may be delivered by e-mail or **posted on the Central Bidding site**:

Phone: **(504) 364-2680**

Buyer Email: [sfolve@jeffparish.net](mailto:sfolve@jeffparish.net)

Buyer Name: **Shanna Folve**

### **1.13 Required Signed and Notarized Affidavits**

**Affidavits must be completed, signed, properly notarized and submitted in its original format prior to contract approval in accordance with Section 2-895 et. seq. of the Jefferson Parish Code of Ordinances.** For the convenience of proposers, these affidavits have been combined into one form entitled, *Request for Proposal Affidavit*.

All proposers who submit a proposal with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the proposer, who would assist in providing services or materials under the proposal or who would share in any fees, commissions or other remuneration under the proposal. Substitutions or subsequent addition of subcontractor(s) or other persons to this RFP and any ensuing contract must be requested in writing and approved by Council Resolution. Said written request shall provide to the detailed justification of the compelling need for such addition substitution.

### **1.14 Proposal Guarantee (if required)**

**NOT REQUIRED FOR THIS RFP**

### **1.15 Performance Bond (if required)**

**NOT REQUIRED FOR THIS RFP**

### **1.16 Fidelity Bond Requirements**

**NOT REQUIRED FOR THIS RFP**

### **1.17 Proposal Validity**

All proposals shall be irrevocable and considered valid from the receipt date for acceptance until such time a contract is executed.

### **1.18 Revisions, Withdrawals, Protest Procedures**

Changes or revisions may be made to submitted proposals, prior to the Proposal Receipt Date and Time, through the Jefferson Parish e-Procurement System. All addenda and changes must cross-reference the relevant RFP section.

Proposer(s) request(s) for withdrawal of proposal(s) to this RFP must be submitted in writing and received prior to the Proposal Receipt Date and Time as set forth in Section 1.5, Schedule of Events.

Any proposer that submitted a proposal in response to this Requests for Proposals may protest in writing to the Director of Purchasing within 48 hours of the evaluation committee meeting. The Purchasing Director will review the complaint in conjunction with the Parish Attorney's Office who will then respond as soon as possible in writing to the proposer.

### **1.19 Cost of Offer Preparation**

All proposals submitted in response to this RFP shall be at the sole cost and expense of the proposer and shall not be subject to reimbursement by the Parish of Jefferson.

### **1.20 Acceptance of Proposal Content**

Proposer's submission to this RFP shall be construed as an acceptance to be bound by the terms and conditions stated herein. Any action in contradiction of this acceptance may result in rejection by the Council.

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

The Parish may conduct written or oral discussions with proposer(s) to clarify and/or enhance the Parish's understanding of submitted material. Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract. Conversely, the Parish may make awards based on initial offers. Neither negotiations nor changes to proposals will be allowed during these discussions.

### **1.22 Standard Terms and Conditions and Non-negotiable Contract Terms**

- A. The standard general terms and conditions used by the Parish of Jefferson may be found in Resolution No. 136353. A copy may be obtained from the Parish Clerk's Office, 6th Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, (504) 364-2626. A copy of the resolution may also be downloaded by viewing the Purchasing Department webpage of Jefferson Parish's website, [www.jeffparish.net](http://www.jeffparish.net).
- B. Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, including ethics statements, claims or controversies, and termination based on contingency of appropriation of funds.
- C. It shall be the duty of every Parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the Parish and the duty of every applicant for certification of eligibility for

a Parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10 (19). By submitting a proposal, proposer acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

- D. **Inspector General:** It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

### **1.23 Taxes**

Jefferson Parish is exempt from paying sales taxes under Louisiana State Revised Statute 47:301(8)(c). All prices for purchases of supplies and materials by Jefferson Parish shall be quoted exclusive of State and Parish taxes.

### **1.24 Selected Proposer's Responsibilities**

The selected proposer shall be required to provide all items and services offered in his proposal. The proposer shall be the sole point of contact for all contractual matters, including payment of any and all charges resulting under the contract.

### **1.25 Sub-Contractor Requirements**

If the proposer intends to satisfy any of the Minimum Proposer Requirements and/or Scope of Work through the use of a subcontractor, the proposer shall include the name of the subcontractor and specific designations of the tasks to be performed or Vendor Requirements to be met by respective subcontractor(s).

Upon request of Parish, the information requested of the proposer under the terms of this RFP shall also be supplied for each subcontractor used to satisfy any of the Proposer Requirements and/or Scope of Work included in the proposal. Please note that Subcontractors cannot be used to satisfy the license requirements of this RFP.

Unless specifically permitted in the contract with the Parish of Jefferson, the successful proposer(s) shall not contract with any other party for furnishing any of the work herein requested in the Scope of Work without the ratification by Jefferson Parish Council Resolution.

## **1.26 Insurance Requirements**

Proposer shall furnish the Parish with certificates of insurance evidencing mandated coverage(s) pursuant to Resolution No. 136353, as amended, and Attachment "A". A copy of Resolution No. 136353 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, [www.jeffparish.net](http://www.jeffparish.net).

## **1.27 Subcontractor Insurance**

The Proposer shall include all subcontractors as named insured under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be in conformity with Resolution No. 136353, as amended. A copy of Resolution No. 136353 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, [www.jeffparish.net/departments/purchasing/forms](http://www.jeffparish.net/departments/purchasing/forms).

## **1.28 No Guarantee of Quantities**

The Parish of Jefferson does not guaranty quantity or services required in the Scope of Work defined in Part II. The proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system. The quantities of items or extent of Scope of Work are estimated values. In the event a greater or lesser quantity is required, the Parish reserves the right to increase or decrease said values in accordance with the price proposal.

## **1.29 Contract Negotiations**

The Parish administration shall negotiate the details of service delivery, the terms of the contract, and the contract price most advantageous to the Parish with the proposer(s) selected by the Jefferson Parish Council (sometimes referred to throughout this document as the "Council") and submit the contract, in final form, to the Council for award. Contract negotiations are limited by Section 1.22(B) Non-negotiable Contract Terms in this RFP. In the event a contract cannot be successfully negotiated, the RFP Evaluation Committee shall seek authorization from the Council to negotiate a contract with another proposer under this RFP.

## **1.30 Cancellation of RFP or Rejection of Proposals**

In accordance with Section 2-895 of the Parish of Jefferson Code of Ordinances, the Parish through its Council may reject any or all proposals received in response to this RFP, or cancel this RFP prior to proposal Receipt Date and Time if in the best interest of the Parish.

## **1.31 Evaluation and Selection**

In conformity with Section 2-895 of the Jefferson Parish Code of Ordinances, all proposals will be evaluated by the RFP Evaluation Committee. Before beginning the evaluation process, the Evaluation Committee must review the RFP concerning not only the task of description, but also the qualifications and the evaluation criteria.

The Evaluation Committee shall be comprised of representative from the requesting department(s), a representative from the Council Research and Budget Office, a representative from the Purchasing Department, a representative from the Finance Department and a representative from the Parish Attorney's Office, who will be a non-evaluating member and shall act as secretary of the Evaluation Committee, and is solely responsible for disseminating all information received during the review process. Also, if deemed necessary and duly authorized by Council Resolution, additional employees of Jefferson Parish may be appointed as members of the RFP Evaluation Committee. The maximum Technical Proposal points shall be calculated by multiplying the number of Technical Proposal points assigned to the technical criterion multiplied by the number of evaluators scoring the proposal. After completion and tallying of the Technical Proposal Evaluation scores, each RFP Evaluation Committee member shall sign and date his/her individual score sheet. After the secretary of the Evaluation Committee collects all individual technical score sheets, the Purchasing Department representative and the representative of the requesting department(s) shall tally the individual scores to obtain a total Technical Proposal evaluation score for each Proposer. Following the tabulation of Technical Proposal scores, the Purchasing Department representative shall open the sealed Price Proposals, and shall read the pertinent portions of those Price Proposals aloud. To the extent necessary, the Evaluation Committee may further review and analyze the Price Proposals and/or request and receive clarification of the pricing information provided by the Proposers for submission to the Council. After discussion of all Price Proposals, the Finance Department representative shall calculate the price proposal evaluation portion of the scoring sheet, using the Price Proposals submitted by Proposers and the formula below. The Price Proposal evaluation shall constitute twenty-five percent (25%) of the total scoring points assigned. The maximum Price Proposal points shall be calculated by multiplying the number of cost points assigned to price in the evaluation criterion multiplied by the number of evaluators scoring the proposal. The Proposer with the lowest price shall receive the highest Price Proposal evaluation score.

Other Proposers will receive a cost evaluation score computed as follows:

$$CS = (LPC/PC * X)$$

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed cost submitted

PC = Proposer's cost

X = Maximum combined cost points available.

After the Finance Department representative completes the cost evaluation scores, the Purchasing Department representative and the requesting department representative shall each add the cost evaluation scores for each Proposer to the tabulated technical scores of each Proposer, totaling the final number of points assigned to each Proposer. The tabulated score sheet shall be signed and dated by the Purchasing Department representative, the Finance Department representative and the requesting department representative. The secretary of the Evaluation Committee shall collect all individual and tabulated score sheets and deliver them to the Council Clerk. The Evaluation Committee shall prepare and forward to the Council a memorandum identifying the qualified Proposers and explaining their

rationale. Attached to the memorandum shall be copies of the Price Proposals received in accordance with the RFP, along with any analysis or clarification completed regarding those Price Proposals. A list of names of the responsive and responsible Proposers shall be submitted to the Council along with a list of the non-responsive and non-responsible Proposers. Responsibility of a Proposer shall be determined in accordance with competitive sealed bids in the Revised Statutes of the State of Louisiana. Responsiveness shall be determined considering the materials that the Proposer has submitted and the core requirements of the RFP. Proposers are invited to attend the Evaluation Committee Meeting(s) and are encouraged to check the Jefferson Parish website, [www.jeffparish.net](http://www.jeffparish.net), for meeting details.

Upon completion of its analysis, the Council may either (i) adopt the resolution selecting the Proposer(s) to supply the non-standard item(s) or perform the statement of work or scope of services; or (ii) reject all proposals. The Council shall select the proposal which received the highest cumulative score from the Evaluation Committee; except that the Council may select a Proposer or multiple Proposers other than the highest-ranked Proposer provided that Proposer selected has been given a cumulative score by the committee that received a total maximum score of at least eighty percent (80%). There are times when selection of multiple Proposers to provide the same services in in the best interest of the Parish. If multiple Proposers are selected, the Parish administration is to negotiate favorable contract terms which are to include identical pricing for all Selected Proposers.

Award of the contract may be made without discussions after proposals are received and evaluated. Proposals should, therefore, be submitted on the most favorable terms which the Proposer can submit, from a technical standpoint; and from a price standpoint. If the Evaluation Committee determines that discussions are necessary, written submissions or oral discussions/presentations may be required from all Proposers.

### **1.32 Indemnification**

Proposer shall agree to indemnify and hold harmless the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers, against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions by proposer, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by proposer under this RFP.

Further, proposer shall agree to indemnify the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers for all reasonable expenses and attorney's fees incurred by or imposed in connection therewith for any loss, damage, injury or other casualty pursuant to this RFP. Proposer additionally shall agree to pay all reasonable expenses and attorney's fees incurred by the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers in establishing the right to indemnity pursuant to the provisions stated herein.

### **1.33 Payment for Services**

The proposer shall address and send the invoice to the Jefferson Parish Community Development Department pursuant to the payment terms negotiated in the contract. Payments will be made by the Jefferson Parish Community Development Department no earlier than thirty (30) days after receipt of a properly executed invoice, and approval by the Finance Department. Invoices shall include the contract and order number, using department and product or service purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

With each invoice submitted, the successful proposer holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior Council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the successful proposer under contract as set forth in section 2-935.1 for professional service providers.

### **1.34 Termination**

The Proposer affirmatively acknowledges and agrees that the terms of any ensuing contract shall be binding upon the parties thereto until the work has been completed and accepted by the Parish; but said contract may be terminated under any or all of the following conditions:

- A. By mutual agreement and consent of the parties thereto.
- B. By the Parish as a consequence of the failure of Selected Proposer(s) to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of Selected Proposer(s) provided the Parish will give Selected Proposer(s) written notice of any such failure and ten (10) days (or more if authorized in writing by the Parish) to cure any such failure.
- C. By either party upon failure of the other party to fulfill its obligation as set forth in the contract.
- D. By the Parish for convenience by issuing Selected Proposer(s) thirty (30) days written notice.
- E. By the Parish for any act of discrimination committed by the Proposer, or failure to comply with the statutory obligations, when applicable, of Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.



The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **1.35 Assignment**

The proposer affirmatively acknowledges and agrees that any ensuing contract shall be binding upon the successors and assigns for the parties thereto. The ensuing contract being for the personal services of the successful proposer(s) shall not be assigned or subcontracted in whole or in part by said successful proposer(s) as to the services to be performed hereunder without the written consent of the Parish, in the Parish's sole discretion.

### **1.36 EEOC and ADA Compliance**

The proposer agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The proposer shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the proposer, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of the contract.

### **1.37 Audit of Records**

- A. Proposer(s) affirmatively acknowledges and agrees that pursuant to any ensuring contract, successful proposer shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to the Parish. Successful proposer(s) shall permit Parish and Parish's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit during successful proposer(s) normal business office hours, the books and records pertaining to the services provided under the contract. Parish's right to audit, inspect, and make copies of proposer's records shall be at the sole expense of Parish.

B. Periodic and/or Annual Reports. At any time, the Parish may request that the successful proposer(s) with the minimum of thirty (30) days written notice, prepare and/or produce a report of the results of operations, as it pertains to any ensuring contract, in the previous fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of said contract, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

### **1.38 Record Retention**

The proposer shall maintain all records in relation to the proposed contract at its location for a period of at least five (5) years upon expiration or earlier termination of the contract or for a period stipulated by the governing State and Federal regulations, whichever is longer.

### **1.39 Record Ownership**

The proposer acknowledges and agrees that all records, reports, documents, or other material(s) developed or resulting from this RFP shall be the sole property of the Parish of Jefferson, and shall be returned to the Parish by proposer upon request at expiration or earlier termination of a contract.

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

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; and, 2) the Request for Proposal (RFP) and addenda (if any); and, 3) Resolution No. 136353; and, 4) the Proposer's proposal and any amendments thereto.

### **1.41 Contract Changes**

Upon negotiation of a bona-fide contract between the parties, no additional changes, amendments, or modifications may be completed without the prior ratification of the Council.

### **1.42 Substitution of Personnel**

Substitution of personnel shall be approved by the Council, prior to any replacements. In addition to the foregoing, if during the term of the contract, the successful proposer cannot provide the personnel or subcontractor as stated in its submission, proposer shall submit a written request for substitution supported by resume of qualifications and written certification that said substitution shall meet or exceed the requirements stated herein. Said substitution shall be at the Parish's sole discretion.

### **1.43 Force Majeure**

The proposer or Parish of Jefferson shall be exempted from performance under the terms and conditions of the negotiated contract if the proposer or Parish is prevented from performing any services in whole or in part as a result of any act of God, strike, war, civil disturbance, epidemic, pandemic or court order; provided the proposer or Parish of

Jefferson has prudently and promptly acted to undertake any and all corrective steps that the respective parties can perform. Subject to this provision, such nonperformance shall not be construed as considered cause or grounds for early termination of the contract.

#### **1.44 Governing Law**

All activities associated with this RFP process shall be interpreted under the laws of the State of Louisiana. All proposal submissions shall be governed in accordance with provisions of Louisiana State laws and Jefferson Parish Code of Ordinances; standard terms and conditions; Resolution No. 136353.

#### **1.45 Claims or Controversies**

Proposer, as evidenced by his/her signature, agrees that the ensuing contract shall be made in accordance with the laws of the State of Louisiana. The proposer hereby agrees to the exclusive jurisdiction and venue of the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

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

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

The Awarded Proposer will assist the Parish with program development, project delivery, and the administration of grant program requirements through program closeout.

The Awarded Proposer's responsibilities may include, but are not limited to, the following:

- Assist the Parish in the completion of the required Recovery Proposal and in preparing the submission to the Office of Community Development, including facilitating the planning process, drafting the proposal for consideration by the Parish, and facilitating the approval by the Office of Community Development (OCD). Tasks will include:
  - Develop a coordinated proposal to the State that addresses the effects of the covered disasters and provides benefits for the recovery of the impacted communities;
  - Assist the Parish in analyzing the eligible activities as defined in the Action Plan and Action Plan Amendments (<https://www.doa.la.gov/dao.oed/policy-and-reports/apa/>) to determine those most applicable and relevant for the Parish in recovery and redevelopment in the program areas of community resiliency and mitigation, public services, housing rehabilitation and affordable rental, public infrastructure, coastal restoration, and economic revitalization and development, and any other unmet needs;
  - Assist the Parish in assessing the available program options and the complexity of program compliance for the purpose of making

- recommendations based upon the Parish needs and capacity;
  - Assist the Parish in ensuring that the proposed programs and projects are based on local recovery priorities;
  - Assist the Parish in ensuring that the proposed programs and projects are consistent with regional and state plans;
  - Assist the Parish in determining how the selected programs and projects adhere to CDBG guidelines and eligibility, i.e., applicable CDBG National Objectives, Low-to Moderate Income (LMI) criteria, and Disadvantaged Community requirements;
  - Assist the Parish in developing or updating a Citizen's Participation plan for this allocation of CDBG Disaster Recovery funds;
  - Review the Parish's Procurement Policy to ensure it meets the requirements of 2 CFR 200 and 24 CFR 85.36 for this allocation of CDBG Disaster Recovery funds; and
  - Attend Parish meetings to provide proposed program and project status reports, updates on the proposal and process, and attend other public meetings deemed necessary.
- Complete all necessary project descriptions, justifications, and risk assessments on all projects to be undertaken in the recovery effort;
- Secure approvals from the Office of Community Development-Disaster Recovery Unit to proceed with application submission on all projects to be undertaken in the recovery effort;
- Prepare all formal applications, including completion of all Citizen Participation requirements and household income surveys;
  - Coordinate and attend public meetings required for citizen engagement including assisting with public notices.
- Develop appropriate timeline for preparation and submissions of Recovery Proposal and subsequent project applications that meet the deadlines set forth by OCD and ensure all deadlines related to the recovery proposal and application development are adhered to.
- Assist the Parish in meeting milestones as established and monitored by OCD's Performance Template Tracker for each project and ensuring that tasks are completed in a timely manner to meet deadlines;
- Assist the Parish in meeting financial, administrative, and bookkeeping requirements of the program, including preparation of requests for payment to include completion of reimbursement requests to the state, disbursement of funds, preparation of financial statements, implementation schedules, and budgets;
- Prepare an Environmental Review Record for each project and including outreach to applicable agencies/tribes, all written reports, checklists, Department of Housing and Urban Development (HUD)/OCD environmental forms, or legal notices required to assure compliance with federal and state environmental requirements including Nation Environmental Policy Act (NEPA);

- Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization.
  - Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is requires.
- Assist the Parish with the procurement of project architects, engineers, and other professional services in conformance with applicable procurement requirements, including the preparation of request for proposals or requests for qualifications;
  - Assist the project architects and engineers with the preparation of bid documents and the bidding process to ensure conformance with applicable local, state, and federal requirements;
  - Maintain procurement records including selection process, advertisements, reasons for selections, minutes of bid openings, etc.;
  - Assist the Parish in contract administration including review of construction documents, review of the bidding process, participation in the pre-construction conference and participation in periodic construction progress meetings;
  - Monitor construction progress and notify the Parish if the contractor(s) fail to meet established schedule milestones;
  - Receive, review recommend, and process any change orders as appropriate to the individual projects;
  - Review contract and purchase documents to ensure cost recovery and compliance with regulations related to expenditure of federal funds;
  - Serve as the Parish designated Labor Compliance Officer and assure compliance with all applicable labor standard requirements;
  - Coordinate with subrecipients to develop monitoring plans and conduct monitoring to ensure they meet eligibility and compliance requirements;
  - Coordinate routine project status updates with the Parish and any necessary parties such as recipients and/or project engineers;
- The Parish will determine the frequency (weekly, biweekly) and method of delivery (in person, virtual) based on project need.
- Coordinate with other local government agencies as required to support subrecipient projects as well as schedule and attend meetings if necessary; and
  - Assist the Parish in meeting regulations governing land acquisition and relocation including the Uniform Relocation Assistance and Real Property Acquisition Act (URA);
  - Establish and maintain files in the Parish's office of all documentation and reports required for administration of the program;
- Ensure that the Parish has the original records, or when approved by the Parish, duplicate (electronic) records of all applicable records to support the grant.
  - The project files must be monitored throughout the program to ensure that they are complete and in compliance with all application federal, state, and local regulations.

- Assist the Parish in any monitoring which will include serving as the monitoring liaison and responding to any monitoring findings by a state or federal agency; This includes attending all on-site monitoring visits.
- Provide extensive knowledge, experience, and technical competence in dealing with Federal regulations, specially related to the Office of Management and Budget (OMB)'s Uniform Guidance 2 CFR, Part 200 or similar requirements;
- Develop policies and procedures for subrecipients in the areas of risk assessment, record maintenance, and documentation of compliance obligations;
- Assist the Parish in establishing an internal financial tracking system to ensure that funds are expended within both state and federal timelines;
- Provide program guidance and support related to any amendments to the State Action Plan;
- Assist the Parish in meeting Equal Opportunity, Citizen Participation, Fair Housing, Section 504, Women and Minority Owned Business, and Section 3 requirements for participation in the CDBG program; and
- Prepare all required performance reports and closeout documents and assist the Parish with determining applicable audit requirements.

## **2.2 Period of Agreement**

The term of any resulting contract shall be for three years commencing on the date of execution or signing of the contract and expiring on the third anniversary thereof. The Parish shall have the option to renew this agreement for one (1) additional year upon Council approval.

## **2.3 Price Proposal (Price Schedule)**

Price proposals and/or price schedules shall be submitted in a separate electronically sealed envelope as notated on the Central Bidding page as "Pricing Attachments." Price Proposals will remain sealed and shall not be read until the completion of the scoring of the Technical Evaluation during the RFP Evaluation Committee Meeting. Cost Proposals shall not be included in the technical evaluation criteria.

Once read, the Price Proposals will be evaluated and scored in accordance with Section 1.31. Price proposals shall be worth twenty-five percent (25%) of the total price points assigned.

Pricing **must** be submitted on the Cost Proposal (Price Schedule) furnished in Attachment "B". All proposed pricing shall include all additional costs and expenses, including shipment. Prices submitted shall remain firm for the term of the contract unless otherwise negotiated.

## **2.4 Deliverables**

The deliverables listed in this section are the minimum desired from the successful proposer.

Every proposer must describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

## **2.5 Location**

As federal funding is being used, the successful proposal must be willing to participate and/or conduct bi-weekly or monthly meetings to be held in the offices of JPDCD or virtually regarding the goals and deadlines that may be necessitated by this RFP.

## **2.6 Financial Profile**

Proposers are requested to submit documentation from the past three (3) years demonstrating proposer's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc.

Proposer must include information demonstrating the proposer's financial stability and ability to obtain and maintain bonding and insurance requirements in order to be eligible to be assigned a higher score. Proposals which lack the description of the proposer's financial status or the required certification of bonding and insurance requirements may be assigned a lower score.

## **2.7 Proposal Elements**

A. Technical Proposal shall detail the following:

1. The Proposer should prepare a general description of the proposed project to confirm that the Proposer is familiar with the project desired by JPDCD. A narrative should be provided that includes the respondent's intended approach to the scope of work. A contact person and phone number, fax number and email for the respondent are required.
2. A statement concerning proposer's understanding, knowledge of the law, and experience with other agencies in providing technical assistance and related management services and how lessons learned through those projects will be used in this project; and a detailed discussion of the items listed in Section 1.4 "Proposer Minimum Requirements" above with elaboration on how the Proposer's team meets those qualifications.
3. A statement regarding the organization of the respondent, identification of the Proposer's team and the proposed organization of key personnel by name, title, and reporting relationship. This section should name the project manager and other key people to be assigned to this project; organizational chart showing the staff involved in the project and their respective assignments; listing and description of similar projects, in tabular format, that have been completed in the past 3 years by the prime

consultant and/or proposed subcontractors; resume of proposed project manager; and, a breakdown of the % of work (by allocation of dollars) each consultant/sub-consultant firm will perform as part of this contract.

4. Current financial statement. See Section 2.6 of this RFP.
5. Three references which should state the nature of the relationship to the respondent and the name, telephone number, fax number and address of the person at the reference who is most familiar with the work performed.
6. Proposer's experience in meeting schedules on similar projects; specific project task descriptions and associated outcomes/deliverables; and each project task should have an associate timeframe for the activity.
7. The Proposer shall execute the certifications included herein as Attachment C and submit them with their proposal. Failure to do so may result in a vendor being declared nonresponsive.

#### B. Qualifications and Experience

1. Proposers shall provide a detailed statement of related services to government entities or private entities which identifies customer satisfaction, demonstrated volume of merchants, etc. Proposer must provide a detailed description of customer service capabilities, including resumes of personnel assigned, total number of personnel and timeline of customer inquiries and complaints, as applicable.
2. Proposer shall provide resumes for account manager(s), designated customer service representative(s) and any and all key personnel anticipated to be assigned to this project, in addition to resumes of any and all subcontractors.

### **PART III – FEDERAL CONTRACT PROVISIONS**

As funding for this RFP is through the United States Department of Housing and Urban Development, Respondents and their counsel should be familiar with the full range of federal contract compliance requirements. Proposer shall comply with federal procurement standards and guidelines set forth in 2 CFR §200.

The contract between Parish and Proposer shall include all contractual provisions referencing any mandatory requirements for non-federal entities, including but not limited to the following provisions referenced in Appendix II to 2 CFR §200:

1. Environmental Review Procedures: Proposer should be familiar with the regulations set forth in 24 CFR Part 58, and ensure that all projects receiving funds under the grant award meet the requirements of 24 CFR 58.
2. Davis-Bacon: Notwithstanding provisions to the contrary, construction projects over \$2,000.00 will be subject to Davis-Bacon wage and record-keeping requirements.
3. Lead Based Paint. HUD's lead-based paint regulations at 24 CFR Part 35 will apply (all HUD Lead Rules shall apply)



4. Jefferson Parish Community Development Department, as the grantee of the allocated federal funds, is committed to awarding a contract(s) to firm(s) that will provide high-quality services dedicated to diversity and containing costs. Jefferson Parish Community Development Department is required to comply with 2 CFR 200.321, and therefore Proposers who are certified by the Parish of Jefferson or any other city or Parish, or the federal government as minority- and/or woman-owned business enterprises ("M/WBEs"), as well as Proposers who are not yet certified, but have applied for certification, are strongly encouraged to submit responses to this RFP. Jefferson Parish Community Development Department also strongly encourages joint ventures of M/WBE firms with majority firms and M/WBE firms with other M/WBE firms.
5. In addition to the above diversity requirements, and pursuant to Section 3 of the Housing & Urban Development Act of 1968, Jefferson Parish Community Development Department is committed to ensuring that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, Parish and local laws and regulations, be directed to low and very low-income persons. Proposer should be familiar with Section 3 of the Housing & Urban Development Act of 1968, and the associated regulations set forth 24 CFR Part 75 to ensure that all projects receiving funding under this grant award meet the requirements of Section 3.
6. Debarment and Suspension: (Proposer must complete certification and submit prior to contract execution) The Contractor represents and warrants that it and its subcontractors are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p.189) and 12689 (3 CFR part 1989 Comp., p. 235). This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's 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). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by The Parish of Jefferson.  
If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Parish of Jefferson, 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 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.
7. Equal Employment Opportunity: All contracts require that the contractor comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity,"

and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145): All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients require that the contractor comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
9. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701): Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers require that the contractor comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations.
10. Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
11. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended - Contracts and sub grants of amounts in excess of \$150,000 require the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): (Please submit the attached Anti-Lobbying Form prior to contract execution) Contractors who apply or bid for an award of \$100,000 or more 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.

By submitting a proposal, the Proposer acknowledges and agrees to be bound by the following: Attachment E- the Signature Page; Attachment F- the Corporate Resolution; and Attachment G- the Affidavits.

## **PART IV – EVALUATION**

### **4.1 Evaluation Criteria**

The proposed evaluation criteria shall be looked upon as standards which measure how well a Proposer's approach meets desired performance requirements, and which permit an evaluation of the differences between desired performance characteristics and what the Proposer proposes to do.

The proposed evaluation criteria shall measure how well a Proposer's approach meets desired minimum performance standards defined in the RFP, and shall allow for the quantification of the differences between those stated minimum standards and what the proposer intends to do. In accordance with Section 2-895 of the Code of Ordinances for Jefferson Parish a scoring system must be devised and impartially applied to each proposal to assure objectivity and thoroughness in comparative analysis.

Price Proposal Evaluation shall constitute twenty-five percent (25%) of the total scoring points assigned. Price Proposal Evaluation shall take place after technical evaluation has been completed.

#### **A. TECHNICAL PROPOSAL (Maximum of 75 Points per Evaluator)**

The following criteria shall measure the qualifications, technical capabilities and core competency of the proposers and their submissions:

- |   |           |
|---|-----------|
| i. Specific Experience – similar or larger scope of services currently being provided   | <u>20</u> |
| ii. Scope of Services   | <u>15</u> |
| iii. Personnel- experience of management staff, experience in similar projects, etc.  | <u>15</u> |
| iv. Project Schedule  | <u>10</u> |
| v. Innovative Concepts  | <u>5</u>  |
| vi. Certified or applied for certification as minority and/or woman owned business enterprise (M/WBEs), and/or a qualified Section 3 Business Concern | <u>5</u>  |

- vii. Responsiveness to the RFP 3
- viii. Financial Profile of Company 2

**B. COST PROPOSAL**

The proposer with the lowest price shall receive the highest cost evaluation score.

Other proposers will receive a cost score computed as follows:

$$CS = (LPC/PC * X)$$

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed cost submitted

PC = Proposer's cost

X = Maximum combined cost points available

Maximum # of Points  
25 per Evaluator

**TOTAL MAXIMUM POINTS FOR THIS RFP 100 PER EVALUATOR.**

## **PART V – PERFORMANCE STANDARDS**

### **5.1 Performance Requirements**

- **Proposer's timely submission of reports**
- **Proposer's submission of accurate and itemized invoices**
- **Proposer's adherence to project schedule/meet completion date**
- **Proposer's ability to provide key personnel with knowledge and technical expertise**

### **5.2 Performance Measurement/Evaluation**

- **Did the proposer finish ahead of schedule?**
- **Did the proposer respond to Parish correspondence in a timely manner?**
- **Were complaints/problems resolved in a reasonable and cooperative manner?**
- **Was the proposer reasonable and responsive to Parish needs?**
- **Was the final product usable for the purpose intended?**
- **Were changes in key personnel made? How often? With or without notice**

## PART VI - APPENDICIES

### **(Attachment A)**

#### INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 136353 (previously 113646).

The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 136353 (amends Resolution No. 113646), as amended.

Proposers must provide with proposal submission a current (valid) insurance certificate evidencing required coverages. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the selected proposer will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability, Workmen's Compensation Insurance and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish RFP solicitation number.

#### PROFESSIONAL LIABILITY INSURANCE

Shall provide limits not less than the following: \$1,000,000.00.

#### WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

#### COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

#### COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

#### DEDUCTIBLES

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the proposer.

#### UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

**(Attachment B)**

Cost Proposal Form (Must be submitted in Separate Sealed Envelope)

**COST PROPOSAL**

Proposal of \_\_\_\_\_

The undersigned having carefully read and considered the terms and conditions of the RFP Documents to provide GRANT MANAGEMENT SERVICES FOR THE PARISH OF JEFFERSON COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM (CDBG-DR), does hereby offer to perform such services on behalf of the Parish, of the type and quality and conditions set forth in the RFP Documents at the rates (expressed in words and figures) hereinafter set forth:

<b>Position Title</b>	<b>Staff Amount</b>	<b>Hours for 1 Year (Hrs.)</b>	<b>Hourly Rate * (Hourly Rate)</b>	<b>Yearly Total (Staff x Hrs. x Hrly Rate)</b>
Principal	1	520		
Program Manager	1	2080		
Project Analyst/Consultant	1	2080		
Financial Subject Matter Expert	1	1040		
Clerical Support	1	300		
Accounting Specialist	1	520		
			<b>TOTAL</b>	

**\*The hourly rates listed above are inclusive of all travel, lodging, per diem and miscellaneous charges.**

<b>Position Title Descriptions:</b>	
<b>Principal</b>	Provides contract administration and oversight.
<b>Program Manager</b>	Provides team oversight and serves as main grant contact.
<b>Project Analyst/Consultant</b>	Provides grant research and writing services, including formulation.
<b>Financial Subject Matter Expert</b>	Provides financial services, including contract review, reporting and costing.
<b>Accounting Specialist</b>	Provides audit and policy assistance, including grant closeout.
<b>Clerical Support</b>	Provides assistance with clerical tasks

**\*\* Positions listed are required to fulfill these services. Rates are required to be listed for all position titles.**

Complete this Cost Proposal Certification with the following information:

- (1) Company Name
- (2) Representative Name and Title
- (3) Principal Office Address
- (4) Telephone

**(Attachment C)**

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_  
(Name and Title of bidder's official)

\_\_\_\_\_  
(Name of bidder/company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, \_\_\_\_\_, hereby certify on (Name and title of bidder's official)

behalf of \_\_\_\_\_ that: (Name of bidder)

- (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 any 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 influencing or attempting to influence 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.
- (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 subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U.S. Code. 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.

Executed this \_day of \_\_\_\_\_, \_\_\_\_\_ By \_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

**(Attachment D)**

**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS  
REQUIRED BY APPENDIX II TO 2 CFR §200**

**REMEDIES**

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. 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 any duties, obligations, rights and remedies otherwise imposed or available by law.

Any violation or breach of terms of this contract of the Contractor or the Contractor's subcontractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Jefferson Parish General Terms and Conditions which are incorporated herein by reference in their entirety.

**TERMINATION FOR CAUSE AND CONVENIENCE**

(For all awarded contracts with a value greater than \$10,000.00)

Jefferson Parish reserves the right to terminate this contract for cause or convenience pursuant to the General Terms and Conditions which are incorporated herein by reference in their entirety.

**EQUAL EMPLOYMENT OPPORTUNITY**

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

- (5) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause

- (6) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (7) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (8) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (9) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (10) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (11) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.  
The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each

subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT**

(For all awarded construction contracts with a value greater than \$2,000.00)

#### (1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with

the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or

program.

(2) *Withholding.*

The Federal Agency and/or Jefferson Parish 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set

out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

<http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but

if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for

submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

*(4) Apprentices and trainees—*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe



benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not

mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

**(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 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** The federal agency and/or Jefferson Parish 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 or any other Federal contract with the same prime contract, or 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 liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the 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 subparagraphs (1) through (4) of this paragraph.

## **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

(If federal award meets definition of “funding agreement” under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

### **(a) Definitions**

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*,

provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript

describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention—

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded.

The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a

reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant (3) patent office.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic

manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that



the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Council Chair  
Jefferson Parish Council  
200 Derbigny Street, Suite 6200  
Gretna, Louisiana 70053

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(For all awarded contracts with a value greater than \$150,000.00)

The Contractor and all subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.

**DEBARMENT AND SUSPENSION**

(Contractor must complete certification and submit with bid submission. Failure to do so will result in bid rejection.)

The Contractor represents and warrants that it and its subcontractors are not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

**BYRD ANTI-LOBBYING AMENDMENT**

(For all awarded contracts with a value greater than \$100,000.00 and contractor must complete certification and submit with bid submission. Failure to do so will result in bid rejection.)

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence 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 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 federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000.00 shall certify and disclose accordingly.

### **PROCUREMENT OF RECOVERED MATERIALS**

(For all purchase price of items exceeding \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00)

(1) 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.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

### **DOMESTIC PREFERENCES FOR PROCUREMENTS.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel,

cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **CONFLICT OF INTEREST**

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

### **BUY AMERICAN PROVISION**

Pursuant to 2CFR200, performance of the Buy American Provision, for all Federal Grants not only for the agricultural commodities:

**Definition of domestic commodity or product:** the term 'domestic commodity or product' means -

- \* An agricultural commodity that is produced in the United States; and
- \* A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.
- \* Any commodity required by the Federal Grant to be domestically manufactured; parts or equipment to be manufactured in the United States.

**The Department shall require that a school food authority purchase, to the maximum extent practicable, domestic commodities or products.**

1. The SFA and vendor shall comply with the **Buy American Provision** for all solicitations and contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum

extent practicable, domestic commodities and products. This requirement pertains to component items. It does not include spices, sauces, etc.

The district participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Section 12(n) of the National School Lunch Act defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of day 14 days in advance of delivery. The request must include the:

A. Alternative substitute (s) that are domestic and meet the required specifications:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non- domestic product.

**(Attachment E)**  
**Request for Proposals #0483**

**Provide Grant Management Services for The Parish of Jefferson Community  
Development Block Grant Disaster Recovery Program (CDBG-DR)**

**SIGNATURE PAGE**

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified proposers who are interested in providing **Grant Management Services** for the for the Jefferson Parish **Community Development Department**.

**Request for Proposals will be received until 3:30 p.m. Local Time on: June 18, 2024.**

Acknowledge Receipt of Addenda: Number: \_\_\_\_\_  
Number: \_\_\_\_\_  
Number: \_\_\_\_\_  
Number: \_\_\_\_\_  
Number: \_\_\_\_\_  
Number: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_

Type Name of Person Authorized to Sign: \_\_\_\_\_

Title of Person Authorized to Sign: \_\_\_\_\_

Signature of Person Authorized to Sign: \_\_\_\_\_

Email Address of Person Authorized to Sign: \_\_\_\_\_

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

This RFP signature page must be signed by an authorized Representative of the Company/Firm for proposal to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

**(Attachment F)**  
**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
\_\_\_\_\_  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_  
INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT \_\_\_\_\_, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF  
THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS  
CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH  
THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES  
OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL PROPOSALS,  
PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND  
TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE  
PROVISIONS OF ANY SUCH PROPOSAL OR CONTRACT, THIS CORPORATION HEREBY  
RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT  
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A  
TRUE AND CORRECT COPY OF AN EXCERPT OF  
THE MINUTES OF THE ABOVE DATED MEETING OF  
THE BOARD OF DIRECTORS OF SAID  
CORPORATION, AND THE SAME HAS NOT BEEN  
REVOKED OR RESCINDED.

\_\_\_\_\_  
**SECRETARY-TREASURER**

\_\_\_\_\_  
**DATE**

(Attachment G)  
**Request for Proposal  
Affidavit Instructions**

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to ensure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and Parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the Council acts on the matter.**
- **RFP Affidavit must be submitted in its original format prior to approval in accordance with Sec. 2-895(b) of the Jefferson Parish Code of Ordinances.**

*Instruction sheet may be omitted when submitting the affidavit.*



**Request for Proposal**

**AFFIDAVIT**

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

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

BEFORE ME, the undersigned authority, personally came and appeared:  
\_\_\_\_\_, (Affiant) who after being by me duly sworn,  
deposed and said that he/she is the fully authorized \_\_\_\_\_ of  
\_\_\_\_\_ (Entity), the party who submitted a proposal in response to RFP  
Number \_\_\_\_\_, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

**Choice A** \_\_\_\_\_ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

**Choice B** \_\_\_\_\_ there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

**Choice A** \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

**Choice B** \_\_\_\_\_ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

Solicitation of Campaign Contribution Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

**Choice A** \_\_\_\_\_ Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by **telephone or by personal contact**, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

**Choice B** \_\_\_\_\_ there are **NO** solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Subcontractor Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

**Choice A** \_\_\_\_\_ Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.

**Choice B** \_\_\_\_\_ There are **NO** subcontractors which would require disclosure under Choice A of this section.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary/Bar Roll Number

My commission expires \_\_\_\_\_.