

# REQUEST FOR PROPOSAL



2022 Grant Management, Project Management and Administrative Services

For

HUD, FEMA and Other Federally Funded Programs

Solicitation No: 22-RFP-03 2022 Grant Management and Administrative Services

For HUD, FEMA and Other Federally Funded Programs

Proposal Opening Date: February 18, 2022, Proposal Opening Time: 2:00 PM (Local Time)

Terrebonne Parish Consolidated Government

Office of the Parish President

Division of Purchasing

February 8, 2022

**NOTE TO APPLICANTS:**

- 1) Submit the separate set of Proposal Forms with all required information as your Proposal.
- 2) Retain the complete set of Specifications and Contract Documents for your file.

# Contents

Contents.....	i
PART I. ADMINISTRATIVE AND GENERAL INFORMATION.....	1
1.1 Background.....	1
1.2 Schedule of Events.....	1
PART II. SCOPE OF SERVICES.....	2
2.1 Parish Proposal and Amendments.....	2
2.2 General Program Administration.....	3
2.3 Citizen Participation.....	3
2.4 Acquisition.....	3
2.5 Environmental Compliance.....	3
2.6 Financial Management.....	3
2.7 Public Facilities/Construction Management.....	3
2.8 Labor Compliance.....	4
2.9 Fair Housing/Equal Opportunity.....	4
2.10 National Objective Compliance.....	4
2.11 Program Monitoring and Closeout.....	4
2.12 FEMA PA.....	4
2.13 Other Activities as Directed.....	6
Part III. Proposal Submittal.....	6
3.1 Proposal Response Format.....	7
3.1.1 Introduction (Transmittal Letter).....	8
3.1.2 Background and Experience.....	8
3.1.3 Specialized Knowledge.....	9
3.1.4 Personnel/Professional Qualifications.....	9
3.1.5 Approach.....	9
3.1.6 Proposed Compensation.....	9
3.2 Number of Response Copies.....	10
3.2.1 Legibility/Clarity.....	10
3.4 Confidential Information, Trade Secrets, and Proprietary Information.....	10
3.5 Proposal Clarifications Prior to Submittal.....	11
3.5.1 Pre-proposal Conference- Not required.....	11
3.5.2 Proposer Inquiry Periods.....	11

3.6 Errors and Omissions in Proposal .....	13
3.7 Changes, Addenda, Withdrawals .....	13
3.8 Withdrawal of Proposal .....	13
3.9 Material in the RFP.....	13
3.10 Waiver of Administrative Informalities.....	13
3.11 Proposal Rejection .....	14
3.12 Ownership of Proposal.....	14
3.13 Cost of Offer Preparation.....	14
3.14 Non-negotiable Contract Terms .....	14
3.15 Taxes .....	14
3.16 Proposal Validity .....	14
3.17 Prime Contractor Responsibilities.....	14
3.18 Corporation Requirements .....	15
3.19 Use of Subcontractors.....	15
3.20 Written or Oral Discussions/Presentations .....	16
3.21 Acceptance of Proposal Content .....	16
3.22 Contract Negotiations.....	16
3.23 Contract Award and Execution .....	16
3.24 Notice of Intent to Award .....	17
3.25 Debriefings .....	17
3.26 Insurance Requirements .....	17
3.27 Subcontractor Insurance.....	17
3.28 Indemnification.....	17
3.29 Fidelity Bond Requirements (Not Required).....	18
3.30 Termination.....	18
3.30.1 Termination of this Agreement for Cause .....	18
3.30.2 Termination of this Agreement for Convenience .....	18
3.30.3 Termination for Lack of Appropriated Funds.....	18
3.31 Assignment.....	19
3.32 No Guarantee of Quantities.....	19
3.33 Audit of Records.....	19
3.34 Civil Rights Compliance .....	19
3.35 Record Retention .....	19

3.36	Record Ownership.....	20
3.37	Content of Contract/Order of Precedence .....	20
3.38	Contract Changes.....	20
3.39	Substitution of Personnel .....	20
3.40	Governing Law .....	20
3.41	Claims or Controversies .....	21
3.42	Proposer’s Certification of OMB Uniform Guidance 2 CFR Part 200 Compliance .....	21
3.43	Certification Statement.....	21
3.44	Debarment and Suspension.....	22
3.45	Fund Use .....	22
3.46	Confidentiality of Data .....	22
3.47	Audits and Inspections.....	23
3.48	Copyright.....	23
3.49	Changes.....	23
3.50	Covenant Against Contingent Fees and Conflicts of Interest .....	23
3.51	Section 3 Compliance in the Provisions of Training, Employment and Business Opportunities ....	24
3.52	Discrimination and Compliance Provisions.....	25
3.53	Section 109 of the Housing and Community Development Act of 1974 .....	25
3.54	Clean Air Act, Clean Water Act and Other Requirements .....	25
3.55	Energy Efficiency .....	26
3.56	Eligibility Status.....	26
3.57	Drug-Free Workplace Requirement.....	26
3.58	General Compliance.....	26
3.59	Financial Management.....	26
3.60	Documentation and Record Keeping.....	26
3.61	Prohibited Activity .....	27
PART IV. SELECTION CRITERIA.....		27
4.1	Selection Criteria: 100 TOTAL POSSIBLE POINTS. ....	27
4.1.1	Cost to Perform Services. Up to 10 Points.....	27
4.1.2	Personnel Qualifications. Up to 10 Points. ....	27
4.1.3	Management Capability. Up to 20 Points .....	27
4.1.4	Prior Experience Up to 20 Points .....	28
4.1.5	Technical Excellence Up to 20 Points.....	28

4.1.6 Past Performance Up to 20 Points .....	28
PART IV. PERFORMANCE STANDARDS .....	29
5.1 Performance Measurement/Evaluation .....	29
5.2 Termination of this Agreement for Cause .....	29
5.3 Termination of this Agreement for Convenience .....	29
5.4 Termination for Lack of Appropriated Funds.....	29
Definitions.....	30
Attachment A – Proposal Form.....	31
Attachment B - Corporate Resolution .....	33
Attachment C - Sample Contract .....	34
Attachment D - Insurance .....	47
Attachment E - Affidavit.....	48
Attachment F – Bidder Organization .....	49
Attachment G – Cost Proposal.....	50
Attachment H – Certification Statement .....	66

## PART I. ADMINISTRATIVE AND GENERAL INFORMATION

### 1.1 Background

Terrebonne Parish Consolidated Government is seeking proposals from qualified consultants to provide professional management and administrative as well as technical services for Program Management, Grant and Project Management Services for disaster recovery funding, other federal funding and economic development, and planning advisory services as outlined in the Scope of Services. The selected firm will be responsible for grant writing, administrative work, project development, oversight, reimbursement, and closeout activities, delivery of requested administrative work, assistance with the interpretation and application of applicable laws, policies, rules, regulations, and guidance provided or mandated by FEMA, HUD, Department of the Treasury, or any other federal agency to include, but not limited to FEMA Public Assistance, FEMA Hazard Mitigation, HUD CDBG-DR, and HUD CDBG-MIT programs as well as similar programs yet to be defined, including programs occurring as a result of past and future disasters or other federally funded initiatives.

Project Management to include but not limited to overall program management, management of the design phase, management of the construction phase, and management of the close-out and warranty phase.

The selected firm will be responsible for delivery of services and support on an as needed basis, with the Parish reserving the right to select the services needed on a task order basis.

The Proposer(s) awarded the Contract resulting from this RFP will be paid the actual billable rates proposed or lower negotiated rates for all "Programs" served.

The Terrebonne Parish Consolidated Government expects to receive federal funds, to include through HUD Community Development Block Grant (CDBG) and FEMA for disaster recovery necessary due to Hurricane Ida (2021) and other storm events occurring in 2019 and 2020 which adversely impacted Terrebonne Parish.

### 1.2 Schedule of Events

Item	Anticipated Schedule
RFP mailed to Proposers and posted to central bidding	February 8, 2022
Deadline to receive written inquiries	February 11, 2022
Deadline to answer written inquiries	February 14, 2022
Proposal Opening Date (deadline for submitting proposals)	February 18, 2022
Oral Presentations on or about, if required	TBD
Notice of Intent to Award to be mailed	TBD
Contract Initiation	TBD

NOTE: The Parish reserves the right to change this schedule of RFP events, as it deems necessary. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

## PART II. SCOPE OF SERVICES.

The level and scope of services needed will be determined by the Terrebonne Parish Consolidated Government (TPCG) and will include FEMA Public Assistance work, FEMA Hazard Mitigation, HUD CDBG-DR, and HUD CDBG-MIT. It is the intention of TPCG to award a cost reimbursable contract on a not-to-exceed basis to the selected proposer. The scopes of services that the consultant must be prepared and qualified to provide are as follows:

### 2.1 Parish Proposal and Amendments

- Assist TPCG administering its proposals for entitlement and disaster funding which address community development needs for the parish and making amendments thereto as may be required.
- Assist TPCG in analyzing the eligible activities as defined in the State Action Plan and State Action Plan Amendments to determine those most applicable and relevant to the Parish in its recovery and redevelopment in the program areas of community resiliency, public services, housing rehabilitation and affordable rental, public infrastructure, coastal restoration, and economic development.
- Assist TPCG in assessing the available program options and the complexity of program compliance for the purpose of making recommendations based upon the needs and capacity of the Parish.
- Assist TPCG in ensuring that proposed programs and projects are based on local recovery priorities.
- Assist TPCG in ensuring the proposed programs and projects are consistent with regional and state plans.
- Assist TPCG in determining how the selected programs and projects adhere to CDBG guidelines and eligibility, i.e., define applicable CDBG National Objectives.
- Assist TPCG in developing all applications and policies and procedures which need to be submitted to OCD-DRU which will grant authorization to the parish to proceed with implementation of each project.
- Assist TPCG in meeting milestones as established and monitored by OCD-DRU's Performance Template Tracker for each project and ensuring that tasks are completed in a timely manner to meet deadlines.
- Assist TPCG in developing [or updating] a procurement policy that meets the requirements of 24 CFR 85.36 for this allocation of CDBG Disaster Recovery funds.

## 2.2 General Program Administration.

- Establish project files in the Parish's office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete, and that all necessary documentation is being retained in the Parish files.

## 2.3 Citizen Participation.

- Assist in the conduct of public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, etc.

## 2.4 Acquisition.

- Assist the Parish in complying with regulations governing land acquisition (real property, easements, rights of ways, donation of property).

## 2.5 Environmental Compliance.

- Prepare Environmental Review Record(s) for all funded projects and ensure NEPA compliance.

## 2.6 Financial Management.

- Ensure that the Parish has an acceptable financial management system as it pertains to finances of the CDBG-DR Program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- Prepare the Requests for Payment to ensure consistency with the procedures established for all potential funding sources.
- Assist the Parish in meeting the federal and state financial reporting requirements.
- Assist the Parish in establishing an internal financial tracking system to ensure that funds are expended within both state and federal timelines as established for Ida and other storms/disasters, and for each obligation of funds.

## 2.7 Public Facilities/Construction Management.

- Assist the project engineer in the preparation of bid documents and supervise the bidding process consistent with state and federal regulations.
- Assist in the preparation of construction contracts which comply with state and federal regulations. Examples are Conflict of Interest, Access to Records, DBA Labor Standards, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over \$100,000), HUD Handbook (6500.3), 24 CFR 85.36.
- Obtain contractor clearance(s).



## 2.8 Labor Compliance.

- Secure the Department of Labor’s federal wage decision and include it in the bid documents.
- Monitor construction to ensure compliance with labor standards provisions.

## 2.9 Fair Housing/Equal Opportunity.

- Prepare the Section 504 self-evaluation and transition plan, if applicable.
- Prepare analysis of impediments to fair housing, if required.
- Monitor construction to ensure compliance with equal opportunity Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over \$10,000), Section 503, etc.

## 2.10 National Objective Compliance.

- Conduct survey(s) in target area(s), if needed.
- Compile census data for target area(s) of identified recovery projects.
- Conduct income verification of beneficiaries, if needed.

## 2.11 Program Monitoring and Closeout.

- Maintain project files in the Parish's office. The project files must be monitored throughout the program to ensure that they are complete, and that all necessary documentation is being retained in the community's files.
- Attend and assist the Parish during the OCD/DRU's monitoring visit(s). Prepare Parish's response to all monitoring findings.
- Prepare close-out documents.

## 2.12 FEMA PA

The consulting firm shall work closely and collaborate with Terrebonne Parish, FEMA, and various other funding agencies to ensure the proper use and application of federal and state funds, focusing on maximizing eligible and allocable dollars. The Consultant shall implement efficient processes that reduce the timeline for eligibility determinations to support project cashflow, sources, and uses. The Consultant will provide technical knowledge and experience, proven business processes, and procurement advisory and policy strategies. To develop and implement the framework of grant activities, the Consultant may be requested to perform services necessary to complete the following objectives and tasks as requested by Terrebonne parish for disaster recovery funding.

- Conduct damage assessments as required following a disaster event.

- Coordinate with entity to obtain cost information and backup documentation for expenses related to responding to and recovery from a disaster.
  - Review potential reimbursement cost eligibility and develop justifications for presentation to Federal, State, and other agencies involved in providing disaster recovery funds.
- Compile and summarize cost information and justifications for presentation to entity and Federal, State, and other agencies.
- Develop, revise, and submit expedited Project Worksheets (PW's) and grant applications, including subsequent revisions, on behalf of the Entity to Federal and State agencies for successful approval, obligation, and reimbursement.
- This includes project identification, development, formulation, and processing as required for small and large projects.
- Ensure that all eligible damages have been identified, quantified, and presented to entity, Federal agencies, and State agencies. Incorporate all eligible damages into Project Worksheets (PW's) and grant applications with supporting documentation and proper cost estimates, using FEMA Cost Estimating Factor (CEF) when necessary.
- Perform insurance reconciliation, as well as other funding source coordination to avoid duplication of benefits (DOB).
- Perform Cost-Benefit Analyses when necessary to support entity determination of pursuing reimbursement and/or application submittals.
- Consult with entity to ensure compliance with applicable regulations and requirements, including the Stafford Act, Environmental and Historic Preservation Management, Davis-Bacon, and Section 3 as necessary.
- Prepare hazard mitigation proposals, grant applications, benefit-cost analysis and other services related to the Hazard Mitigation Grant Program and other mitigation programs when applicable.
- Attend meetings with entity, Federal agencies, and State agencies to negotiate and present Project Worksheets and the obligation of eligible amounts.
- Provide grant management advice to maximize reimbursements of disaster recovery expenses.
- Attend and participate in meetings as required and requested by entity.
- Prepare draft correspondence to local, Federal, State, and Parish officials on behalf of entity.

- Provide the entity with any changes in policies, procedures, processes, or deadlines throughout the financial disaster recovery processes.
- Prepare for and respond to inspections and audits for on-going and completed projects as requested.
- Prepare formal audit responses and justifications; attend associated meetings and hearings as needed.
- Prepare and conduct the final cost reconciliation and close-out packaging, ensuring maximum recovery and retention of all eligible funding, satisfactory disposition of arbitration and appeals, and availability of supporting documents for future audits.
- Coordinate with other consultants and vendors for related services such as accounting, legal, architecture, engineering, environmental, restoration, and construction contractors as needed.
- Track, monitor, and report time and activities performed by Consulting Firm staff by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs reimbursement.
- Provide monthly written performance and status reports to Entity on the status of activities completed under this contract, the FEMA Public Assistance (PA) program, and other grant assistance programs.

### 2.13 Other Activities as Directed.

Other grant management related activities, as directed by TPCG.

## Part III. Proposal Submittal

This RFP is available in PDF format or in printed form by submitting a written request to the RFP Contact. (See Section 1.7.2 for this RFP contact)

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

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

**Proposal Name: 2022 Grant Management and Administrative Services**  
**Solicitation No. 22-RFP-03 2022 Grant Management and Administrative Services**  
**Proposal Opening Date & Time: February 18, 2022, at 2:00 PM Local Time**

Proposals may be mailed USPS certified or registered mail with a return receipt requested or delivered by hand or courier service to the Purchasing Division's physical location at:

**Terrebonne Parish Consolidated Government**  
**Purchasing Division**  
**301 Plant Road**  
**Houma, LA 70363**  
**Attn: Sharon Ellis**

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

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

***PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.***

### 3.1 Proposal Response Format

The following information should be included under the title "Request for Proposals for Management and Administrative Services" for the TPCG CDBG-Disaster Recovery Program:

- Name of proposer.
- Proposer address.
- Proposer telephone number.
- Proposer federal tax identification number.
- Name, title address, telephone number, fax number, and email address of contact person authorized to contractually obligate the Proposer on behalf of the proposer.

Proposers should letter and number responses exactly as the questions are presented herein. Interested proposers are invited to submit proposals that contain the following information:

- Introduction (Transmittal Letter).
- Background and Experience.
- Specialized Knowledge.
- Personnel/Professional Qualifications.
- Approach.
- Proposed Compensation.

### 3.1.1 Introduction (Transmittal Letter).

By signing the letter and/or offer, the Proposer certifies that the signatory is authorized to bind the Proposer. The transmittal letter must include:

- A brief statement of the proposer's understanding of the scope of the work to be performed.
- A confirmation that the proposer meets the appropriate state licensing requirements to practice in the State of Louisiana if applicable;
- A confirmation that the proposer has not had a record of substandard work within the last five (5) years.
- A confirmation that the proposer has not engaged in any unethical practices within the last five (5) years.
- A confirmation that, if awarded the contract, the Proposer acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract.
- Any other information that the Proposer feels appropriate.
- The signature of an individual who is authorized to make offers of this nature in the name of the proposer submitting the proposal.

### 3.1.2 Background and Experience.

Proposers must:

- Describe the firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure and any recent or materially significant change in ownership.
- Describe any prior engagements in which the firm assisted a governmental entity in dealings with Disaster Recovery projects and any other projects relating to CDBG-DR-MIT and FEMA PA. Proposer should include all examples of work on similar projects as described in Part One. Proposer should provide a list of completed Disaster Recovery or projects, and/or similar CDBG projects. Proposer should provide the names, phone numbers, and emails of contact persons in the organizations for whom any projects referenced in this section were conducted. Proposer should include written references (letters or forms are acceptable) from previous clients attesting to the quality of work proposer cites in this proposal.
- Describe any issue the characteristics of which would be uniquely relevant in evaluating the experience of Proposer's firm to handle the proposed project.
- Provide current information on professional errors and omissions coverage carried by Proposer's firm, including amount of coverage.

### 3.1.3 Specialized Knowledge.

Proposers must:

- Describe their knowledge of federal disaster programs, including CDBG-DR, CDBG-MIT and FEMA PA and HMGP.
- Describe their knowledge of Terrebonne Parish's Entitlement and Disaster Recovery Programs.

### 3.1.4 Personnel/Professional Qualifications.

Proposers must:

- Identify staff members, in the job classifications, who will be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
- Include resumes or curriculum vitae of each such staff member designated above, including name, position, telephone number, fax number, email address, education, and years and type of experience. Describe, for each such person, the projects relevant to CDBG and/or Disaster Recovery on which they have worked. Provide the names, and email addresses of contact persons with the firms or organizations with whom these staff members worked on CDBG and/or Disaster Recovery projects.
- Estimate the number of persons to be assigned to this project.

### 3.1.5 Approach.

Proposers must:

- Clearly describe the unique approach, methodologies, knowledge, and capability to be employed in the performance of the Scope of Services.
- Present innovative concepts, approaches, and methodologies, if any, not discussed in the Scope of Work for consideration.

### 3.1.6 Proposed Compensation.

For each separate Task Order received by the successful proposer, the proposer shall provide the following cost component details on the Excel Spreadsheet provided by the TPCG. The Cost Proposal must be submitted using the Cost Proposal, Attachment G. All hourly rates requested in Cost Proposal, Attachment G must be filled in. Any Proposals with blank hourly rates, multiple rates proposed for the same job classification, or with personnel titles changed will be disqualified. Hourly rates proposed shall be inclusive of all charges including travel, per diem, mileage, copies etc. No additional expenses of any sort will be paid separately under the contract. Only time properly billed and approved by the OCD will be paid. Only hourly rates included in Attachment IV, Cost Proposal, or the resulting contract will be paid. No expenses, including travel expenses, will be paid under the contract.

These hourly rates will be in effect for the entire term of the Contract.

- Direct labor hours per task by job classification (As listed in Paragraph 4, Personnel/Professional Qualifications, above), hourly rate by job classification, fringe benefits as either percent or absolute dollar per hour amount; mileage and per diem required per task, contracted services or materials identified by quantities and cost per unit; and overhead as a percent of direct costs or dollar amount per direct labor hour. Responses shall be submitted on the Cost and Price Summary Form, as issued by TPCG.
- In addition, for each separate task, the proposer may provide a total price per task, consisting of the quantity of units and price per unit as applicable. Any final price per task will be subject to a cost reasonableness determination and final negotiation.

## 3.2 Number of Response Copies

Each Applicant shall submit one (1) signed original response. Five (5) copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6) and an electronic copy on a CD or flash drive with the name of the Applicant written on the front.

### 3.2.1 Legibility/Clarity

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

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

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

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

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

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

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

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

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

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

### 3.5 Proposal Clarifications Prior to Submittal

3.5.1 Pre-proposal Conference- Not required.

3.5.2 Proposer Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the bid 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, if held) and received by the close of business on the Inquiry Deadline date set forth in the Calendar of Events (See Section 1.3). Initial inquiries shall not be entertained thereafter.



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

Further, we realize that additional questions or requests for clarification may generate from the Parish's addendum responses to the inquiries received during the initial inquiry period.

Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is issued (or, posted to the Central Auction House (CAH) and Terrebonne Parish Consolidated Government (tpcg.org) website at:

<https://www.centralauctionhouse.com/>

[http://www.tpcg.org/index.php?f=purchasing&p=bid\\_opportunities](http://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities)

\* If necessary, another addendum will be issued to address the 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 by any addendum issued as a result of the final inquiry period.

Any person aggrieved in connection with the specifications contained therein shall submit questions or concerns in writing to Director of Purchasing (see Sect. 1.46) during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive proposals may be submitted as specified herein. Protests with regard to the specification documents will not be considered after proposals are opened.

\*Note: Terrebonne Parish has elected to use Central Auction House (CAH) online electronic bid posting and notification system and Terrebonne Parish Consolidated Government (tpcg.org)

<https://www.centralauctionhouse.com/>

[http://www.tpcg.org/index.php?f=purchasing&p=bid\\_opportunities](http://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities)

and is available for vendor self-enrollment. In that CAH provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any Parish employee or Parish consultant. The Parish shall only consider written and timely communications from proposers.

Inquiries shall be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. Only those inquiries received by the established deadline shall be considered by the Parish. Answers to questions that change or substantially clarify the solicitations shall be issued by addendum and provided to all perspective proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

**Ms. Sharon Ellis, Purchasing Manager**

**301 Plant Road**

**Houma, LA 70363**

E-Mail: [sellis@tpcg.org](mailto:sellis@tpcg.org)

Phone: (985) 746-6705

Fax: (985) 873-6766

### 3.6 Errors and Omissions in Proposal

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

- Proposal Guarantee – Not Required
- Payment and Performance Bond- Not Required

### 3.7 Changes, Addenda, Withdrawals

Terrebonne Parish reserves the right to change the schedule of events or issue Addenda to the RFP at any time. The Parish also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the Proposer, cross - referenced clearly to the relevant proposal section, and submitted in a sealed envelope marked as stated in Section 1.4. Such shall meet all requirements for the proposal.

### 3.8 Withdrawal of Proposal

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

### 3.9 Material in the RFP

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

### 3.10 Waiver of Administrative Informalities

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

### 3.11 Proposal Rejection

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

Failure to submit all non-mandatory information requested may result in the Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

### 3.12 Ownership of Proposal

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

### 3.13 Cost of Offer Preparation

Terrebonne Parish is not liable for any costs incurred by prospective Proposers prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by Terrebonne Parish.

### 3.14 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, Equal Employment Opportunity Commission (EEOC) and American Disability Act (ADA) compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds (if applicable).

### 3.15 Taxes

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

### 3.16 Proposal Validity

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

### 3.17 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal, whether or not he produces or provides them. Terrebonne Parish shall consider the

selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### 3.18 Corporation Requirements

Upon the award of the contract, if the contractor is a corporation and not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R.S. 12:301 - 302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

If services are to be performed in Terrebonne Parish, by a Terrebonne Parish-domiciled contractor or subcontractor, evidence of a current occupational license issued by Terrebonne Parish shall be supplied

### 3.19 Use of Subcontractors

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

Terrebonne Parish is an equal opportunity employer and encourages the participation of Disadvantaged Business Enterprises (DBE) in all of its projects. Proposers are strongly encouraged to make positive efforts to utilize minority subcontractors for a portion of this project. Proposers are requested to include in their proposal a description of plans for minority participation under this Contract as suppliers or subcontractors.

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

The Proposer will be solely responsible to the Parish for any acts or omissions of all subcontractors and all persons employed by any subcontractor. All transactions of the subcontractor will be with the Proposer. Subcontractors will be considered only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competency.

To the fullest extent permitted by law, Proposer shall indemnify, defend, and hold harmless Terrebonne Parish Consolidated Government from any claim of damage, cost expense, or amount owed under any lien or claim of privilege, including, but not limited to, attorney fees, involving Proposer's subcontractors or suppliers.

Proposer shall submit list of proposed Subcontractors, including their address and area of assigned work, to the Parish prior to Contract execution.

### 3.20 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Terrebonne Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

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

Written or oral discussions/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

### 3.21 Acceptance of Proposal Content

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

### 3.22 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected, and the Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non - mandatory terms, conditions, and requirements. Negotiation shall also allow price reductions. The final contract form shall be reviewed by the Purchasing Division and approved by the Parish Attorney prior to issuance of a purchase order, if applicable to complete the process.

### 3.23 Contract Award and Execution

Terrebonne Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, any addendums, and the proposal of the selected Contractor will become part of any contract initiated by the Parish.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in the sample contract (Attachment C) and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the negotiation process with the exception of contract provisions that are non-negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within seven calendar days of delivery of it, Terrebonne Parish Consolidated Government may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer or Proposers whose proposal, conforming to the RFP, will be the most advantageous to the Parish, price and other factors considered.

The Parish intends to award to a single Proposer.

### 3.24 Notice of Intent to Award

Upon review and approval of the evaluation committee's recommendation for award by Purchasing and the Terrebonne Parish Council, a Notice of Intent to Award letter to the apparent successful Proposer will be issued. A contract shall be completed and signed by all parties concerned on or before the date indicated in the Schedule of Events. If this date is not met, through no fault of the Parish, the Parish may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

Purchasing shall notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, evaluation committee member names, and the completed evaluation summary and recommendation report shall be made available to all interested parties after the Notice of Intent to Award letter has been issued.

### 3.25 Debriefings

Debriefings may be scheduled by the participating Proposers after the Notice of Intent to Award letter has been issued by contacting TPCG Purchasing Division 72 hours in advance. Contact may be made by phone at (985) 746-6705 or E-mail to Sharon Ellis (sellis@tpcg.org) to schedule the debriefing. Debriefings will be for the sole purpose of reviewing with the requesting vendor their own proposal results.

If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. must be submitted.

### 3.26 Insurance Requirements

The Successful Proposer shall furnish Terrebonne Parish with certificates of insurance affecting coverage(s) required by the RFP (See Attachment D). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by Terrebonne Parish before work commences. Terrebonne Parish reserves the right to require complete certified copies of all required policies, at any time.

### 3.27 Subcontractor Insurance

The Successful Proposer shall include all subcontractors as insured under its policies or shall ensure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

### 3.28 Indemnification

Service Provider agrees to indemnify, defend, and hold harmless Terrebonne Parish Consolidated Government from any and all losses, damages, expenses or other liabilities, including but not limited

to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release Terrebonne Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

### 3.29 Fidelity Bond Requirements (Not Required)

### 3.30 Termination

#### 3.30.1 Termination of this Agreement for Cause

Terrebonne Parish Consolidated Government may terminate this contract for cause based upon the failure of the Successful Proposer to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the Parish shall give the Successful Proposer written notice specifying the Successful Proposer's failure. If within thirty (30) days after receipt of such notice, the Successful Proposer shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Successful Proposer in default and the Agreement shall terminate on the date specified in such notice.

The Successful Proposer may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the Parish written notice specifying the Parish failure and a reasonable opportunity for the Parish to cure the defect.

#### 3.30.2 Termination of this Agreement for Convenience

Terrebonne Parish Consolidated Government may terminate this Agreement at any time by giving thirty (30) days written notice to the Successful Proposer of such termination or negotiating with the Successful Proposer an effective date.

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

#### 3.30.3 Termination for Lack of Appropriated Funds

Should the RFP result in a multi - year contract, a non - appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

### 3.31 Assignment

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Parish.

### 3.32 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. The quantities for which unit prices are indicated in the Proposal Form do not constitute a guarantee that the quantities so indicated are the actual quantities required for the work under the contract. The Parish reserves the right to increase or decrease the quantities of work and materials under unit price per items as deemed necessary, provided said increase or decrease does not materially change the intent of the contract. Such alterations shall not be considered as a waiver of any conditions of the contract nor to invalidate any provisions thereof.

Neither the Parish nor Department obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

### 3.33 Audit of Records

Terrebonne Parish Consolidated Government or others so designated by the Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

### 3.34 Civil Rights Compliance

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

### 3.35 Record Retention

The Successful Proposer shall maintain all records in relation to this contract for a period of at least five (5) years beyond the end of the contract.



### 3.36 Record Ownership

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

### 3.37 Content of Contract/Order of Precedence

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

### 3.38 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of Purchasing, Parish Attorney, Parish President, and Parish Council, where applicable.

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

### 3.39 Substitution of Personnel

Terrebonne Parish Consolidated Government intends to include in any contract resulting from this RFP the following condition:

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

### 3.40 Governing Law

All activities associated with this RFP process shall be interpreted under applicable Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to Section 2-74 (4) of the Terrebonne Parish Code of Ordinances, purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

In accordance with the provisions of Louisiana R.S. 38:2212.9 in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been

convicted of, or has entered a plea of guilty or nolo contendere to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

### 3.41 Claims or Controversies

Any proposer who believes they were adversely affected by the Parish's procurement process or award, may file a protest. It must be submitted in writing to the Director of Purchasing and specifically state the particular facts which form the basis of the protest and the relief requested. The written protest must be received within seven (7) days from the date the basis of the protest was or should have been known.

The Parish will take action on protests within fifteen (15) days of the receipt thereof. The Parish may suspend, postpone, or defer the proposal process and/or award in whole or in part upon receipt of a protest.

A protest shall be limited to issues arising from the procurement provisions of the contract and state or local law. Protests with regard to basic project design will not be considered. Protests will be reviewed by a committee appointed by the Parish Attorney. The decision of the committee regarding the protest will be given to the Proposer in writing within ten (10) days after all pertinent information has been considered. The decision of the Review Committee shall be a condition precedent to any other proceedings in connection with a protest and shall be considered the administrative remedy available to the protesting proposer.

### 3.42 Proposer's Certification of OMB Uniform Guidance 2 CFR Part 200 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the Applicant certifies that its company, any subcontractors, or principals are not presently suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the General Services Administration (GSA) in accordance with the requirements in OMB Uniform Guidance 2 CFR Part 200.

Failure to make required disclosures can result in any of the remedies described in 45 CFR § 75.31, including suspension or debarment. (See also 2 CFR parts 180 and 376 and 31 U.S.C. 3321)

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>

### 3.43 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment H.

### 3.44 Debarment and Suspension

A contractor shall not be allowed to propose on any work if he is presently debarred, suspended, proposed for debarment, or voluntarily excluded from transactions by any Federal department or agency.

### 3.45 Fund Use

The Contractor agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law or is being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

The Contractor and all Subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and 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. The Contractor and each Subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

### 3.46 Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to the OCD's operation which are designated confidential by the OCD and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by The Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the OCD. The identification of all such confidential data and information as well as the OCD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the OCD in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the OCD to be adequate for the protection of OCD's confidential information, such methods and procedures may be used, with the written consent of the OCD, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, is obtained from other public agencies, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD. This does not extend to

information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information concerning this project without prior express written approval of OCD.

### 3.47 Audits and Inspections

It is hereby agreed that the OCD, the DOA, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, and auditors contracted by any of them shall have the option of auditing all records and accounts of the Contractor and/or its subcontractors that relate to this Agreement at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing the Contractor or subcontractors, as appropriate, with reasonable advance notice. The Contractor and its subcontractors shall comply with all relevant provisions of state law pertaining to audit requirements, including LA R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be fully cleared within thirty (30) days after receipt by the Contractor or subcontractor, as appropriate.

Failure of the Contractor and/or its subcontractor to comply with the above audit requirements will constitute a violation of this Agreement and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under this Agreement.

The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of this Agreement.

### 3.48 Copyright

No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the OCD and all such rights shall belong to the OCD.

### 3.49 Changes

The OCD may, from time to time, request changes in the Services described in the Scope of Services. Such changes, including any increase or decrease in the amount of compensation, which are mutually agreed upon by and between the Parties, shall be incorporated in written amendments to this Agreement, subject to all legally required approvals.

### 3.50 Covenant Against Contingent Fees and Conflicts of Interest

The Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OCD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of , or agents, subcontractor, member of the governing body of the Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Agreement.

The Contractor shall also comply with the current Louisiana Code of Governmental Ethics, as applicable. The Contractor agrees to immediately notify the OCD if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

### 3.51 Section 3 Compliance in the Provisions of Training, Employment and Business Opportunities

The work to be performed under this Contract shall be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract shall agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every contract and/or subcontract subject to compliance with regulations in 24 CFR part 135, and shall agree to take appropriate action, as provided in an applicable provision of the contract or subcontract or in this Section 3 clause, upon a finding that any Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor's Subcontractors will not subcontract with any subcontractors where such Subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The Contractor certifies that any vacant employment positions, including training positions, which are filled (1) after such Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent such Contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. The Contractor's contracts that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

### 3.52 Discrimination and Compliance Provisions

The Contractor and its subcontractors shall abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Housing and Community Development Act of 1974; the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 et seq.; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

The Contractor and its subcontractors shall not discriminate unlawfully in its employment practices and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of unlawful discrimination committed by the Contractor or its subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

### 3.53 Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

### 3.54 Clean Air Act, Clean Water Act and Other Requirements

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq. (1970)), section 508 of the Clean Water Act

(33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The OCD recognizes that the Contractor is not responsible for environmental or safety compliance that Grant Recipients and their contractors may be subject to that are outside of the Scope of Services to be conducted under this Agreement.

### 3.55 Energy Efficiency

The Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to the Contractor and its Subcontractors. The OCD will provide such standards and policies to the Contractor as a pre-condition of this stipulation.

### 3.56 Eligibility Status

The Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424.

### 3.57 Drug-Free Workplace Requirement

The Contractor hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended. Further, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in any contracts executed by and between the Contractor and any third parties using funds under this Agreement in accordance with FAR part 23.500, et seq.

### 3.58 General Compliance

The Contractor will agree with all applicable federal, state, and local laws and all applicable Office of Management and Budget Circulars, (<http://www.whitehouse.gov/omb/circulars/>).

### 3.59 Financial Management

The Contractor shall administer its program in conformance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. The Contractor is responsible for having all its Subcontractors and project sponsors administer their programs in conformance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### 3.60 Documentation and Record Keeping

The Contractor shall maintain all records required by the Federal regulations specified in 2 CFR §200 that are pertinent to the activities to be funded as proposed. The Contractor is responsible for having

all subcontractors maintain all records required by the Federal regulations specified in 2 CFR §200, which are pertinent to the activities to be funded as proposed.

The Contractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after final contract payment. The contractor is responsible for having all subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after final contract payment.

### 3.61 Prohibited Activity

The Contractor is prohibited from using and is responsible for its Subcontractors being prohibited from using, the funds provided herein, or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. Grantee will comply with the provision of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

## PART IV. SELECTION CRITERIA

All responses to the proposal will be evaluated according to the following criteria and corresponding rating system. The proposals will be evaluated on the basis of written materials. Sufficient information must be included in the proposal to assure the correct rating. Incomplete or incorrect information may result in a lower evaluation.

### 4.1 Selection Criteria: 100 TOTAL POSSIBLE POINTS.

#### 4.1.1 Cost to Perform Services. Up to 10 Points.

Cost: Cost will be scored in accordance with Cost Proposal, Attachment G, using the total weighted hourly rates. Attachment G must be filled out completely, including all job classifications. The cost points will be awarded on the basis of the following formula:

$(A/B) \times C = D$  where B is the total weighted hourly rate being graded, A is the lowest proposed total weighted rate of all proposals received, C is the maximum costs points, and D is the number of cost points awarded.

#### 4.1.2 Personnel Qualifications. Up to 10 Points.

Points will be awarded based on the Proposer's:

- Education attainment and years of CDBG experience of staff.
- The particular types of experience relevant to the Disaster Recovery Program.

#### 4.1.3 Management Capability. Up to 20 Points.

Points will be awarded based on the Proposer's:



- Employees' depth of skills of proposer.
- Number of employees the Proposer will devote to this proposal
- Length of time the Proposer has been in business.
- Diversity of experience the Proposer has in conducting federal grant programs.
- Capacity of the Proposer to undertake the contract.

#### 4.1.4 Prior Experience Up to 20 Points.

Points will be awarded based on the Proposer's:

- Number and types of local governments the Proposer has worked with in the past.
- Number of CDBG projects the Proposer's has underway or completed relevant to the CDBG Disaster Recovery Program.
- The diversity of types of programs [housing, public facilities, economic development] the Proposer has administered in the past.

#### 4.1.5 Technical Excellence Up to 20 Points.

Points will be awarded based on the Proposer's:

- Knowledge of the CDBG program.
- Staff expertise in particular CDBG program areas [acquisition, housing rehabilitation, financial management etc.]
- Unique contributions or processes developed in the conduct of previous CDBG programs.

#### 4.1.6 Past Performance Up to 20 Points.

Points will be awarded based on the Proposer's:

- Number and quality of references attesting to the quality of work with previous CDBG grants.

**TOTAL POINTS AVAILABLE: 100 Points**

## PART IV. PERFORMANCE STANDARDS

### 5.1 Performance Measurement/Evaluation

The Contractor shall provide the Parish high quality management and administrative services in a manner that will provide the greatest degree of financial control to the Parish, while providing superior levels of customer service to its users, thus ensuring the integrity of the revenue stream.

### 5.2 Termination of this Agreement for Cause

Terrebonne Parish Consolidated Government may terminate this contract for cause based upon the failure of the Successful Proposer to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the Parish shall give the Successful Proposer written notice specifying the Successful Proposer's failure. If within thirty (30) days after receipt of such notice, the Successful Proposer shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Successful Proposer in default and the Agreement shall terminate on the date specified in such notice.

The Successful Proposer may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this contract; provided that the contractor shall give the Parish written notice specifying the Parish failure and a reasonable opportunity for the Parish to cure the defect.

### 5.3 Termination of this Agreement for Convenience

The Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Successful Proposer of such termination or negotiating with the Successful Proposer an effective date.

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

### 5.4 Termination for Lack of Appropriated Funds

Should the RFP result in a multiyear contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

## Definitions

**CDBG** – Community Development Block Grant – a federal program funded by HUD that provides communities with resources to address a wide range of unique community development needs, and included special allocations for disaster recovery in CDBG-DR.

**CFR** – Code of Federal Regulations

**Parish** – Terrebonne; or Terrebonne Parish Consolidated Government (TPCG)

**Contractor** – Any person having a contract with a governmental body; the selected proposer.

**Discussions** - For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

**FEMA-PA** – Federal Emergency Management Agency, Public Assistance Program

**HUD** – U.S. Department of Housing and Urban Development

**May and Can** - The terms “may” and “can” denote an advisory or permissible action.

**Must** - The term “must” denote mandatory requirements.

**OCD** – The State of Louisiana’s Office of Community Development established within the Division of Administration and charged with administering expenditures for disaster recovery and monitoring federal disaster funds spent by the State.

**Proposer** – A firm or individual who responds to this RFP.

**RFP** – Request for Proposals

**R.S.** – Revised Statute

**Section 3** – Section 3 of the Housing and Urban Development Act of 1968, as amended.

**Section 504** – Section 504 of the Rehabilitation Act of 1973, as amended. Shall and Will– The terms “shall” and “will” denote mandatory requirements. Should – The term “should” denote a desirable action.

**State** - The State of Louisiana.

**Subrecipient** – An organization or unit of local government that has received disaster recovery funds through an arrangement with a Grantee. An agreement must be executed between the subrecipient and the Grantee prior to the subrecipient receiving funds.

**Agency**- any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the Parish authorized to participate in any contract resulting from this solicitation.

**Department**- Department for whom the solicitation is issued.

**Director**- Director of Purchasing

**Discussions** -For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposer who submit proposals in response to this RFP.

# Attachment A – Proposal Form

Sealed proposals will be received until 2:00 PM, Local Time February 18 2022, at the TPCG Purchasing Dept., 301 Plant Road, Houma, Louisiana 70363. Proposals will be evaluated by the committee with Notice of Intent to Award to follow.

PROPOSAL OF : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

DATE : \_\_\_\_\_

The undersigned hereby agrees to furnish all materials, tools, equipment, insurance, and labor to perform all services required for the following project:

Grant Management, Project Management and Administrative Services

As set forth in the following Contract Documents:

1. Notice to Proposers
2. The Specifications (Administrative and General Information, Scope of Work/Services, Evaluation, Performance Standards, Technical Specifications, Attachments, and Appendix.)
3. Proposal Forms with Attachments
4. Standard Contract
5. The following enumerated addenda: receipt of which is hereby acknowledged.

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion of any kind with any other person, firm, association or corporation; that the undersigned has carefully examined the site of the proposed work, and proposes, and agrees, if this proposal is accepted, to do all the work and furnish all the services specified in accordance with the requirements of the Contract Documents and to accept as full

compensation therefore the total amount of the prices herein proposed, subject to any mutually agreed upon amendments.

The undersigned agrees that the proposal is firm until time of award.

The undersigned agrees to execute the Agreement and Affidavit and furnish to the Parish all insurance certificates fidelity and performance bond required for the project within fifteen (15) calendar days after receiving notice of intent to award from the Parish.

The undersigned further agrees that the work will begin on the date specified in the Notice to Proceed, projected to be on or about \_\_\_\_\_ and shall be diligently prosecuted at such rate and in such manner as, in the opinion of the TPCG Representative is necessary for the prosecution of the work within the times specified in the Contract, it being understood that time is of the essence.

NOTE: This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the Parish. The Total Proposal amount listed above should reflect the total of the prices in Table 1.

All supplemental information requested is enclosed or presented in a separate sealed box or envelope.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(Typed Name and Title)

THE ATTACHED PROPOSER'S ORGANIZATION SHEET MUST BE COMPLETED TO INDICATE WHETHER PROPOSER IS AN INDIVIDUAL, PARTNERSHIP, ETC.

## Attachment B - Corporate Resolution

A meeting of the Board of Directors of a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this \_\_\_\_\_ day \_\_\_\_\_, 2022 and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that

\_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the Terrebonne Parish Consolidated Government.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Terrebonne Parish Consolidated Government, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_.

that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 2022

## Attachment C - Sample Contract

This Contract, made and entered into at Houma, Louisiana, effective thisday of , 2022 by and between Terrebonne Parish Consolidated Government, herein referred to as Parish and herein referred to as “Consultant (Service Provider/Contractor, whichever is applicable, may be substituted)”.

Consultant shall provide consulting services as described herein for ...

Consultant agrees to proceed, upon written notice of the Director of \_ (designate department contact if not department head or director), with all professional services necessary for the performance, in proper sequence and in the time specified, of the items of work as hereinafter set forth. Services will be subject to review and administration by the office requesting the service unless designated otherwise by the Parish. All the services required hereunder will be performed by consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

SCOPE OF SERVICES: The services to be rendered by the Consultant for this project shall be as follows: (generally a brief scope could be written here or reference to an attachment with greater detail would be given.)

CONTRACT MODIFICATIONS: No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

GENERAL REQUIREMENTS: With the exception of the services specifically listed to be furnished by the Parish, Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to provide the contracted services. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by the Consultant or their representatives at conferences and public hearings, are to be furnished at the expense of consultant.

SERVICES TO BE PERFORMED BY THE PARISH: The Parish will furnish the Consultant without charge all information which it has in its files which may be useful to the Consultant in carrying out this work, as well as assistance in securing data from others to the extent available. The Parish shall provide (Insert Parish responsibilities here) when/where necessary, to perform the work.

COMPENSATION AND PAYMENT: The Parish shall pay, and Consultant agrees to accept compensation for the Consulting services to be performed under this contract, at the rates indicated on the Cost Proposal Form attached and made a part of the contract.

Monthly invoices for work completed to date may be submitted by consultant, and subject to the approval of the Department Head or his/her designee, will be paid within 60 days after approval.

**CONTRACT TIME:** The services to be performed under this contract shall be commenced promptly by the Consultant and shall be completed as defined in the notice to proceed issued for each Task Order.

**COMMENCEMENT OF WORK:** No work shall be performed by Consultant and the Parish shall not be bound until such time as a Contract is fully executed between the Parish and the Contractor and all required approvals are obtained at which time Task/Work Orders will be used to order specific quantities and types of services.

**OWNERSHIP OF DOCUMENTS:** All data collected by consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Consultant's personal and administrative files, shall become the property of the Parish, and the Parish shall not be restricted in any way whatsoever in its use of such materials.

**DELAYS AND EXTENSIONS:** Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

**TERMINATION OR SUSPENSION:** The Parish may terminate this contract for cause based upon the failure of the Consultant to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that the Parish shall give the Consultant written notice specifying the Consultant's failure. If within days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice.

The Consultant may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the Parish to comply with the terms and conditions of this contract; provided that the Consultant shall give the Parish written notice specifying the Parish failure and a reasonable opportunity for the Parish to cure the defect.

The Parish may terminate this Agreement at any time by giving \_\_days written notice to the Consultant of such termination or negotiating with the Consultant an effective date.

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

Should the Parish find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by days' notice given by the Parish in writing to that effect. The work may be reinstated and resumed in full force and effect upon receipt from the Parish of days' notice in writing to that effect.

This agreement shall ipso-facto terminate three years after the date of the suspension of the work as provided above if the work has not been reinstated and resumed by notice from the Parish during the three-year period, and neither party shall have any further obligation to the other party.

**DISPUTES:** Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Purchasing or her duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties



to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

**INDEPENDENT CONTRACTOR OBLIGATION:** Consultant shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Consultant shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional Consultants under similar circumstances at the time the services are performed, with the Parish interested only in the results of the work.

**COMPLIANCE WITH APPLICABLE LAWS:** Consultant shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Consultant shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

**INDEMNITY:** Service Provider agrees to indemnify, defend, and hold harmless the Parish from any and all losses, damages, expenses or other liabilities, including but not limited to connected with any claim for personal injury, death, property damage or other liability that may be asserted against the Parish by any party which arises or allegedly agents in performing its obligations under this Agreement.

Service Provider, its agents, employees and insurer (s) hereby release the Parish its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way or subrogation or otherwise for any loss or damage which Service Provider, its agents or insurers may sustain incidental to or in any way related to Service Provider's operations under this Agreement.

**PERSONAL INTEREST:** Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Study or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of his contract no person having any such interest shall be employed.

**AFFIDAVIT AND CORPORATE RESOLUTION:** Consultant shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Consultant is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

**CIVIL RIGHTS COMPLIANCE:** The Contractor agrees to abide the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended the Vietnam Era of 1975, the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices and will render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this agreement.

**ADDITIONAL REQUIREMENTS OF FEDERAL GRANT FUNDED PROJECTS:** If the project is funded in whole or in part by Federal Grants, Consultant shall comply with the Federal Requirements. Consultant shall also include these Federal Requirements in any sub-contracts.

**COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**NO OBLIGATION BY FEDERAL GOVERNMENT:**

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

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**DEPT. OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS:**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

**ACCESS TO RECORDS:**

The following access to records requirements applies to this contract:

1. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the (write in name of the nonfederal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**REMEDIES:** Applies to all FEMA grant and cooperative agreement programs.

Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or

breach contract terms and provide for such sanctions and penalties as appropriate. See 2 C.F.R.

Part 200, Appendix II, A.

**TERMINATION FOR CAUSE AND CONVENIENCE:** Applies to all FEMA grant and cooperative agreement programs.

All contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity, including how it will be affected and the basis for settlement. See 2 C.F.R.

Part 200, Appendix II, B.

**EQUAL EMPLOYMENT OPPORTUNITY:** This requirement applies to all FEMA grant and cooperative agreement programs and exact language below is required.

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

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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 because 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. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program

with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**DEBARMENT AND SUSPENSION:** This requirement applies to all FEMA grant and cooperative agreement programs.

#### Suspension and Debarment

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). V4 2020 Page 253 Requirements: These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.

In general, an "excluded" party cannot receive a federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients.

(1). This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor'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). V4 2020 Page 254

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

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

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

**PROCUREMENT OF RECOVERED MATERIALS:** This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(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—

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

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

(3). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT: This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

#### Clean Air Act

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

(2). The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

#### Federal Water Pollution Control Act

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

(2). The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

BYRD ANTI-LOBBYING AMENDMENT: This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) 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. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification: If applicable, contractors must sign and submit to the non-Federal entity the following certification.

#### APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

##### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1). No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2). If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 subawards at all tiers (including subcontracts, subgrants, 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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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. The Contractor, \_\_\_\_\_, certifies or affirms the

truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

---

Signature of Contractor's Authorized Official

---

Name and Title of Contractor's Authorized Official

---

Date

**FOR CONSTRUCTION CONTRACTS:**

**DAVIS BACON LABOR COMPLIANCE Act:**

a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 29 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The Non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract



must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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 Copeland Anti-Kickback Act provides that each contractor or subrecipient must 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: This requirement applies to all FEMA contracts awarded by the non-federal entity exceeding \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section 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 paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the grant recipient) 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 contractor, 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 paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and 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 paragraphs (b)(1) through (4) of this section.

**TAXES:** Any taxes, other than state and local sales and use taxes, from which the Parish is exempt, shall be assumed to be included within the Consultant's cost.

**RIGHT TO AUDIT:** The Parish or others so designated by the Parish, or other lawful entity shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable Local, State and Federal law. Records shall be made available during normal working hours for this purpose.

**ASSIGNMENT:** Assignment of contract, or any payment under the contract, requires the advanced written approval of the Parish.

**CONFIDENTIALITY:** The following provision will apply unless the Parish agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical, and other data and information relating to Parish's operations which are designated confidential by the State and made available to the Contractor to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the Parish. The identification of all such confidential data and information as well as the Parish's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the Parish in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by the Parish to be adequate for the protection of the Parish's confidential information, such methods and procedures may be used, with the written consent of the Parish, to carry out the intent of this paragraph. The Consultant shall not be

required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the contract or is rightfully obtained from third parties.

RECORD RETENTION: The Consultant shall maintain all records in relation to this contract for a period of at least five (5) years from close of file.

#### ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated , and the Consultant's Proposal dated , are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Consultant's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and subsequent addenda (if any) and finally, the Consultant's Proposal.

GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Thirty-Second Judicial District Court, Parish of Terrebonne, State of Louisiana.

#### COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final approval by both parties.

IN WITNESS WHEREOF, the Parish and Consultant have executed this contract effective as of the date first written above.

## Attachment D - Insurance

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

- A. Commercial General Liability on an occurrence basis as follows: General Aggregate \$2,000,000
  - Products-Comp/Op Agg \$ 1,000,000
  - Personal & Adv Injury \$ 1,000,000
  - Each Occurrence \$ 1,000,000
  - Fire Damage (Any one fire) \$ 50,000
  - Med Exp \$ 5,000
- B. Business Auto Policy
  - Any Auto, or Owned, Combined Single Limit
  - Non-Owned & Mired \$300,000
- C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.
- D. The Terrebonne Parish Consolidated Government must be named as additional insured on all general liability policies described above.
- E. Waiver of subrogation in favor of Terrebonne Parish Consolidated Government is required from Workers Compensation Insurer.
- F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.
- G. The Certificate Holder should be shown as:

Terrebonne Parish Consolidated Government  
Attn: Purchasing Division  
Post Office Box 2768  
Houma, Louisiana 70361-2768

# Attachment E - Affidavit

STATE OF LOUISIANA

PARISH OF TERREBONNE

BEFORE ME, the undersigned authority, personally came and appeared

---

who, being duly sworn did depose and say:

That he is a duly authorized representative of \_\_\_\_\_

receiving value for services rendered in connection with the

**Grant Management, Project Management and Administrative Services RFP**

a public project of the Terrebonne Parish Consolidated Government, Louisiana: that he 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 him whose services in connection with the grant management and administrative services for the CDBG Disaster Recovery Program and HUD Entitlement Funding project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him 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 him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

This affidavit is executed in compliance with the provisions of LA R.S. 38:2224.

---

Affiant's Signature

SWORN TO AND SUBSCRIBED before me on this \_\_\_\_ day of \_\_\_\_\_ 2022.

Houma, Louisiana.

NOTARY PUBLIC

## Attachment F – Bidder Organization

BIDDER IS:

***AN INDIVIDUAL***

Individual's Name: \_\_\_\_\_

Doing business as: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

***A PARTNERSHIP***

Firm Name: \_\_\_\_\_

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

Name of person authorized to sign: \_\_\_\_\_

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

Telephone Number, Fax, Email: \_\_\_\_\_

***A CORPORATION***

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: \_\_\_\_\_

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

State of Incorporation: \_\_\_\_\_

Name of person authorized to sign: \_\_\_\_\_

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

Telephone Number, Fax, Email: \_\_\_\_\_

## Attachment G – Cost Proposal

ATTACHMENT G – COST PROPOSAL (To be used in Task Order cost negotiation)					
JOB CLASSIFICATION <sup>2</sup>	WEIGHTING FACTOR <sup>1</sup> (f)	NUMBER OF EMPLOYEES NEEDED *	NUMBER OF EMPLOYEES AVAILABLE **	HOURLY RATE *** (rate)	WEIGHTING FACTOR TIMES HOURLY RATE (f) x (rate)
Principal/Program Manager	2			\$	\$
Project Manager	5			\$	\$
Assistant Project Manager	5			\$	\$
Senior Grant Manager	5			\$	\$
Grant Manager	5			\$	\$
Grant Specialist 2	5			\$	\$
Grant Specialist 1	3			\$	\$
Senior Engineer	4			\$	\$
Mid-Level Engineer	4			\$	\$
Engineer Intern	1			\$	\$
Senior Architect	2			\$	\$
Mid-Level Architect	2			\$	\$
Entry-Level Architect	1			\$	\$
CADD Technician	1			\$	\$
Construction Manager	2			\$	\$
Construction Inspector	2			\$	\$
Planner	2			\$	\$
Scheduler	1			\$	\$
Cost Estimator	1			\$	\$
Project Control Specialist	4			\$	\$
GIS Specialist	1			\$	\$

Financial Lead	3			\$	\$
Financial Assistant	3			\$	\$
Clerical/Administrative Assistant	4			\$	\$
Payroll Review Clerk	5			\$	\$
Interpreter (Spanish)	1			\$	\$
Interpreter (Vietnamese)	0.5			\$	\$
IT Consultant	1			\$	\$
IT System Analyst	1			\$	\$
				TOTAL	\$

\*Number of Employees Needed – the estimated number of employees in the attached job classifications that are needed to perform the work described in Scope of Services for each Task Order as it is awarded. **Proposer does not need to fill in this column of Attachment G with this proposal.**

\*\* Number of Available Employees – the number of employees in the Proposer’s firm/team qualified for the attached job classifications and available to work on this project within 30 days of contract execution.

\*\*\* Hourly Rates proposed by each Proposer for work time.

1 Weighting factor refers to how much each job classification will be needed. For example, the OCD anticipates that the Grant Manager position will be utilized 5 times more than the Cost Estimator position. The weighting factor does not refer to the number of employees anticipated in that position.

Use of the weighting factors is for evaluation purposes only. Selected Proposer(s) shall be responsible for providing actual number of personnel & job classifications required to successfully meet the contract requirements. Only the proposed hourly rate (or lower negotiated rate) will be paid to the Contractor(s).

2 All personnel must meet the appropriate suggested job classification requirements listed on the following pages.



## **JOB CLASSIFICATIONS**

### **(Suggested Requirements)**

#### **Principal/Program Manager**

Education: Bachelor's or master's degree in a business or technical discipline.

Experience: 15 years' experience leading major programs, projects, or business units.

Responsibilities Include: Providing contractual administration and broad oversight and direction for Contractor services related to the OCD hurricane recovery effort.

Knowledge of And Skills in: Management and supervision, effective leadership, oral and written communication, and management of multiple tasks.

Examples of Work: Provides oversight of all program activities including program system development and internal system development. Provides guidance and supervises Project Managers. Manages work performance to ensure that services are being provided efficiently and effectively and takes corrective action as necessary. Approves hiring of staff. Communicates with Grantees, subrecipients, contractors, OCD personnel, staff, and other interested parties regarding all aspects of program operations. Makes effective presentations as required.

#### **Project Manager**

Education: Bachelor's or master's degree in a business or technical discipline.

Experience: 10 years' experience leading major programs and projects.

Responsibilities Include: Providing day-to-day direction, guidance, and decision making for operations involving Contractor services for the OCD hurricane recovery effort.

Knowledge of And Skills in: Management and supervision, effective leadership, problem solving, oral and written communication, evaluation of project effectiveness, and management of multiple tasks.

Examples of Work: Plans, directs, and coordinates daily project activities to ensure project goals and objectives are accomplished. Establishes work plan and staffing for each phase of the project. Confers with the project staff to outline the work plan and to assign duties, responsibilities, and authorities. Prepares project reports for OCD and management. Plans, reviews, and evaluates the work of subordinate professional and operational staff. Reviews and evaluates project and service delivery. Develops systems and maintains records that provide for the proper evaluation, control, and documentation of all program activities. Makes recommendations for hiring staff. Provides explanations, clarifications, and other communications with Grantees, subrecipients, contractors, OCD staff, and other interested parties regarding all aspects of program operations.

### **Assistant Project Manager**

Education: Bachelor's or master's degree in a business or technical discipline.

Experience: 3 years' experience in providing leadership assistance of major programs and projects.

Responsibilities Include: Assist Project Manager in providing day-to-day direction, guidance, and decision making for operations involving Contractor services for the OCD hurricane recovery effort.

Knowledge of And Skills in: Management and supervision, effective leadership, problem solving, oral and written communication, evaluation of project effectiveness, and management of multiple tasks.

Examples of Work: Assists Project Manager in the planning, directing, and coordination of daily project activities to ensure project goals and objectives are accomplished. Establishes work plan and staffing for each phase of the project. Confers with the project staff to outline the work plan and to assign duties, responsibilities, and authorities. Prepares project reports for OCD and management. Plans, reviews, and evaluates the work of subordinate professional and operational staff. Reviews and evaluates project and service delivery. Develops systems and maintains records that provide for the proper evaluation, control, and documentation of all program activities. Makes recommendations for hiring staff. Provides explanations, clarifications, and other communications with Grantees, subrecipients, contractors, OCD staff, and other interested parties regarding all aspects of program operations.

### **Senior Grant Manager**

Education: Bachelor or Master of Arts or bachelor or Master of Science degree or equivalent work-related experience.

Experience: 10 years' experience in serving as a lead in administering and overseeing grant funding and implementation at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program or classified as an expert in a particular category of grant management.

Responsibilities Include: Serving in the lead role for providing comprehensive grant management services to Grantees and subrecipients involving all aspects of HUD/CDBG requirements.

Knowledge of And Skills in: Federal grant provisions and requirements such as procurement, labor compliance, environmental, Section 3, Section 504, real estate acquisition, citizen participation, fair housing, residential anti-displacement, EEO, financial management, and record keeping. Has specific knowledge of HUD and CDBG requirements and policies.

Examples of Work: Advises OCD, Grantees, subrecipients, and staff regarding HUD and CDBG requirements. Conducts meetings with Grantees and subrecipients to establish initial assessment of proposed recovery projects and activities and to explain CDBG rules and regulations. Prepares project descriptions and initial and final applications for funding. Coordinates application development with other contractors. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements. Provides review and oversight of funded projects through project close-out.

## **Grant Manager**

**Education:** Bachelor or Master of arts or bachelor or Master of science degree or equivalent work-related experience.

**Experience:** 5 - 10 years' experience in administering grant funding and implementation at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program.

**Responsibilities Include:** Under the direction of a Senior Grant Manager, responsibilities include providing comprehensive grant management services to Grantees and subrecipients involving all aspects of HUD/CDBG requirements.

**Knowledge of And Skills in:** Federal grant provisions and requirements such as procurement, labor compliance, environmental, Section 3, Section 504, real estate acquisition, citizen participation, fair housing, residential anti-displacement, EEO, financial management, and record keeping. Has specific knowledge of HUD and CDBG requirements and policies.

**Examples of Work:** Participates in meetings with Grantees and subrecipients to establish initial assessment of proposed recovery projects and activities and to explain CDBG rules and regulations. Prepares project descriptions and initial and final applications for funding. Coordinates application development with other contractors. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements. Provides review and oversight of funded projects through project close-out.

## **Grant Specialist 2**

**Education:** Associate's or technical degree or equivalent work-related experience.

**Experience:** 1 – 5 years' experience in administering grant funding and implementation at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program.

**Responsibilities Include:** Under the supervision of a Senior Grant Manager or a Grant Manager, responsibilities include providing comprehensive grant management services to Grantees and subrecipients involving all aspects of HUD/CDBG requirements.

**Knowledge of And Skills in:** Federal grant provisions and requirements such as procurement, labor compliance, environmental, Section 3, Section 504, real estate acquisition, citizen participation, fair housing, residential anti-displacement, EEO, financial management, and record keeping. Has specific knowledge of HUD and CDBG requirements and policies.

**Examples of Work:** Participates in meetings with Grantees and subrecipients to establish initial assessment of proposed recovery projects and activities and to explain CDBG rules and regulations. Assists in preparation of project descriptions and initial and final applications for funding. Coordinates application development with other contractors. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements. Assists with review and oversight of funded projects through project close-out.

## **Grant Specialist 1**

**Education:** Associate's or technical degree or equivalent work-related experience.

**Experience:** Entry level/training position to gain knowledge and experience in administering grant funding and implementation at the federal, state or local levels of government with emphasis on the Community Development Block Grant Program.

**Responsibilities Include:** Under the supervision of a Senior Grant Manager or a Grant Manager, responsibilities include providing comprehensive grant management services to Grantees and subrecipients involving all aspects of HUD/CDBG requirements.

**Knowledge of And Skills in:** Learning Federal grant provisions and requirements such as procurement, labor compliance, environmental, Section 3, Section 504, real estate acquisition, citizen participation, fair housing, residential anti-displacement, EEO, financial management, and record keeping. Has specific knowledge of HUD and CDBG requirements and policies.

**Examples of Work:** Participates in meetings with Grantees and subrecipients to establish initial assessment of proposed recovery projects and activities and to explain CDBG rules and regulations. Assists in preparation of project descriptions and initial and final applications for funding. Coordinates application development with other contractors. Assists Grantees and subrecipients with compiling CDBG required documentation and complying with all CDBG requirements. Assists with review and oversight of funded projects through project close-out.

## **Senior Engineer**

**Education:** Bachelor's or master's degree in an engineering discipline.

**Experience:** 15 years' experience in a research or design capacity having the technical responsibility for interpreting, organizing, executing, budgeting, and coordinating complex assignments. Requires Professional Engineer (PE)

**Responsibilities Include:** Scope definition, overseeing a number of large and important projects or a project of major scope and complexity, and may supervise others.

**Knowledge of And Skills in:** Engineering design theories, construction practices, surveying principles, project management, engineering review of plans and specifications, principles of contract administration, professional services procurement, and the State Public Bid Law.

**Examples of Work:** Supervises professional, technical, and support staff. Participates in review of CDBG applications. Conducts reviews of plans, specifications, and cost estimates for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Reviews proposed engineering fees for basic services and additional services. Provides engineering and construction expertise to OCD and management. Conducts reviews and makes recommendations

regarding proposed construction change orders. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.

### **Mid-Level Engineer**

**Education:** Bachelor's or master's degree in an engineering discipline.

**Experience:** 5 - 15 years' experience in a research or design capacity and is fully competent in organizing and coordinating routine and complex assignments. Requires Professional Engineer (PE) registration.

**Responsibilities Include:** Under the direction of a Senior Engineer, responsibilities include scope definition, overseeing a number of large projects or a project of substantial scope and complexity, and may supervise others.

**Knowledge of And Skills in:** Engineering design theories, construction practices, surveying principles, project management, engineering review of plans and specifications, principles of contract administration, professional services procurement, and the State Public Bid Law.

**Examples of Work:** Supervises professional, technical, and support staff. Participates in review of CDBG applications. Conducts reviews of plans and specifications for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Reviews proposed engineering fees for basic services and additional services. Provides engineering and construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed construction change orders. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.

### **Engineer Intern**

**Education:** Bachelor's or master's degree in an engineering discipline.

**Experience:** 0-5 years' experience on assignments requiring limited knowledge of principles and techniques. Position requires certification as an Engineer Intern (EI).

**Responsibilities Include:** Under the supervision of a Senior Engineer or Mid-Level Engineer, responsibilities include tasks involving conventional and straightforward engineering plans, investigations, surveys, structures, or equipment with relatively few complex features for which precedent exist.

**Knowledge of And Skills in:** Engineering design theories, construction practices, surveying principles, project management, engineering review of plans and specifications, principles of contract administration, professional services procurement, and the State Public Bid Law.

Examples of Work: Participates in review of CDBG applications. Assists in the review of plans and specifications for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Performs construction observation activities.

### **Senior Architect**

Education: Bachelor's or master's degree in architecture.

Experience: 15 years' experience in managing architectural design staff, technical resources, and new business efforts. Requires licensure as a Professional Architect.

Responsibilities Include: Working directly with clients and project managers in establishing architectural design approaches, conceptual layouts, and building systems.

Knowledge of And Skills in: Managing the preparation of construction drawings and specifications, resolving technical issues and conflicts, providing review and quality assurance, and interpreting building codes and standards.

Examples of Work: Supervises professional, technical, and support staff. Participates in review of CDBG applications. Conducts reviews of plans, specifications, and cost estimates for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Reviews proposed architectural fees for basic services and additional services. Provides architectural and construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed construction change orders. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.

### **Mid-Level Architect**

Education: Bachelor's or master's degree in architecture.

Experience: 5 - 15 years' experience in managing architectural design staff, technical resources, and new business efforts. Requires licensure as a Professional Architect.

Responsibilities Include: Under the direction of a Senior Architect, responsibilities include working directly with clients and project managers in establishing architectural design approaches, conceptual layouts, and building systems.

Knowledge of And Skills in: Managing the preparation of construction drawings and specifications, resolving technical issues and conflicts, providing review and quality assurance, and interpreting building codes and standards.

**Examples of Work:** Supervises professional, technical, and support staff. Participates in review of CDBG applications. Conducts reviews of plans, specifications, and cost estimates for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Reviews proposed architectural fees for basic services and additional services. Provides architectural and construction expertise to OCD and management. Conducts reviews and makes recommendations regarding proposed construction change orders. Develops preliminary construction cost estimates. Conducts cursory construction observation as requested by OCD.

### **Entry-Level Architect**

**Education:** Bachelor's or master's degree in architecture.

**Experience:** 0 - 5 years' experience in assisting project architects in planning, designing, and preparing related working drawings and details.

**Responsibilities Include:** Under the supervision of a Senior Architect or Mid-Level Architect, responsibilities include assisting in the development of solutions to detailed building design problems, preparing design alternatives, and the selection of best approach.

**Knowledge of And Skills in:** Preparing construction drawings and specifications, resolving technical issues, providing review and quality assurance, and interpreting building codes and standards.

**Examples of Work:** Participates in review of CDBG applications. Assists in the review of plans and specifications for compliance with the approved CDBG application, environmental clearances, and CDBG required contract documents. Conducts cursory construction observation as requested by OCD.

### **CADD Technician**

**Education:** Associate degree in Computer Aided Drafting and Design, Applied Science or related field or equivalent work-related experience.

**Experience:** 1 year of experience in providing extensive and complex CADD systems support to Architects and Engineers.

**Responsibilities Include:** Ensuring overall quality assurance as it relates to completing and adhering to CADD operations and standards, ensuring that CADD software and hardware is operational and efficient and overseeing all CADD needs on assigned projects.

**Knowledge of And Skills in:** AutoDesk Map and/or AutoCAD systems and applications design and operations, basic hardware and network structure and configuration methods, principles of civil/mechanical/electrical/architectural drafting, GIS concepts and processes, and GPS equipment and software.

**Examples of Work:** Generates maps, plats, site plans, etc. as required by the hurricane recovery efforts. Provides project status information to Architects, Engineers, Senior Grant Managers, Assistant

Project Managers, Project Managers, and Program Managers. Reviews the accuracy and completeness of data capture work.

### **Construction Manager**

**Education:** Bachelor's or master's degree in engineering, construction technology, construction management, or related field or equivalent work-related experience.

**Experience:** 5 years' experience in managing construction activities for major projects.

**Responsibilities Include:** Providing technical information and advice on construction issues, reviewing various construction related documents for compliance, and supervising construction inspectors (if required by OCD).

**Knowledge of And Skills in:** Project planning, construction contract administration, construction equipment and techniques, government regulations and permitting, CPM scheduling, claims administration, resolving conflicts, and project management.

**Examples of Work:** Evaluates constructability of projects. Performs reviews of construction cost estimates, plans and specifications, bid addenda, construction bids, and change orders, and partial pay estimates. Performs periodic construction site visits to review overall progress. Compares field work to approved designs and plans. Attends pre-construction meetings and final inspections on complex projects.

### **Construction Inspector**

**Education:** High School diploma or its equivalent.

**Experience:** 3 years' experience in the inspection of various public works and related construction projects.

**Responsibilities Include:** Serving as a primary construction inspector in an area or areas of specialization.

**Knowledge of And Skills in:** Construction practices, project management, construction contract administration, surveying principles, and an understanding of plans and specifications.

**Examples of Work:** Determines material sampling requirements and prepares sampling plans. Reviews test reports and recommends corrective actions regarding failing samples. Verifies elevations and alignments of construction work. Observes construction progress and prepares daily construction reports. Prepares work reports, estimated quantities, and calculations. Reviews contractor's partial pay estimates and change orders. Attends pre-construction meetings and final inspections.

### **Planner**

**Education:** Bachelor of arts or Bachelor of Science degree. AICP certification preferred.



**Experience:** 3 years progressive experience in planning activities such as developing long- and short-term urban and regional plans for land use, growth, and revitalization of communities, preparing plans for community development, addressing environmental, economic, and social health issues relating to changing communities.

**Responsibilities Include:** Demonstrating creativity, foresight, and mature judgment in anticipating and solving significant problems, determining program objectives and requirements, organizing programs and projects, and developing standards and guides for these activities.

**Knowledge of And Skills in:** Principles of regional planning and zoning administration, comprehensive planning, and project management techniques.

**Examples of Work:** Evaluates the need for and approach to planning activities being proposed for CDBG applications. Reviews Grantee's and sub-recipient's long term community recovery plans, and school district plans. Analyzes existing municipal plans and planning efforts, considers alternatives, and makes recommendations. Provides planning expertise to OCD and management.

### **Scheduler**

**Education:** Bachelor's degree in a technical or business discipline. Additional experience may substitute for education requirements.

**Experience:** 5 years' experience in preparing and maintaining CPM schedules on major projects.

**Responsibilities Include:** Coordinating and communicating with all team players to identify all milestones, details and project dependencies in creating a timeline management process from the start of the project to final closeout.

**Knowledge of And Skills in:** Scheduling programs such as Primavera or MS Project.

**Examples of Work:** Approves or prepares manpower plans, project schedules, and forecasting reports. Sets up all project metrics and systems to control the outcome of the project budget and schedules.

### **Cost Estimator**

**Education:** Bachelor's degree in a technical or business discipline. Additional experience may substitute for education requirements

**Experience:** 5 years' experience in developing cost estimates, cost alternatives, and cost comparisons for major projects.

**Responsibilities Include:** Compiling and analyzing data on all factors that can influence costs, such as materials, labor, location, duration of projects, and special equipment requirements.

**Knowledge of And Skills in:** Principles of accounting/finance to analyze financial information and prepare financial reports.

**Examples of Work:** Performs take-off estimates of material and labor from bid documents, obtains material pricing from vendors and other sources, attends pre-bid walk through meetings and scope development meetings, participates in the review of bid tabulation and analysis, and works with the project team to identify all components of the project as well as make adjustments and updates in total project cost at different intervals of the project.

### **Project Control Specialist**

**Education:** Bachelor's degree in a business or technical discipline or equivalent work-related experience.

**Experience:** 4 years' experience in providing project control and project management support. Services include the design and implementation of project control systems to provide tracking and variance analysis.

**Responsibilities Include:** Forecasting and tracking total project reporting as it relates to scope, budget, schedules, document controls, procurement, subcontracting, property management, and contract resource management.

**Knowledge of And Skills in:** Architectural, engineering, and construction projects at detailed level, project management functions, and project control software.

**Examples of Work:** Provides support to Program Managers and Project Managers and coordinates cost and scheduling activities with various groups. Assists in developing plans including budgets and schedules to meet contractual and project goals and objectives. Assists in developing financial controls, procedures, systems, and forecasting techniques to evaluate project status and ensure compliance with OCD expectations. Evaluates current project control systems and recommends changes as necessary.

### **GIS Specialist**

**Education:** Bachelor's or master's degree in geography, geology, engineering, planning, mathematics, government, computer science, or related field or equivalent work-related experience.

**Experience:** 3 years progressive experience using GIS technology and/or information management technology in a geographic-based enterprise.

**Responsibilities Include:** Providing stable, reliable, and superior quality mapping and map-based reports and supporting GIS operations.

**Knowledge of And Skills in:** GIS mapping applications.

**Examples of Work:** Develops project maps showing existing conditions and proposed improvements. Develops target area maps for applications. Develops project location maps and other mapping products as necessary.

### **Financial Lead**

Education: Bachelor's or master's degree in accounting, finance, or related field or equivalent work-related experience.

Experience: 10 years' experience in directing the accounting and financial functions of contracts. Responsibilities Include: Reporting and tracking project financial results, client invoicing, defining financial specifications, format and requirements for all activities, forecasting financial needs, and managing all control systems.

Knowledge of And Skills in: Generally accepted accounting practices, government accounting practices, auditing practices, and standard office procedures.

Examples of Work: Directs the accounting and financial functions of the project. Maintains accurate financial records. Prepares clear and accurate reports for informational and operational use. Reviews and verifies accuracy of financial data. Analyzes and reconciles expenditure and revenue accounts.

### **Financial Assistant**

Education: High School diploma or its equivalent.

Experience: 1-year experience in performing routine accounting/finance duties under a Financial Lead. Additional education in a relevant field such as accounting or finance may substitute for experience.

Responsibilities Include: Under the supervision of a Financial Lead, responsibilities include processing standard financial records, compiling financial data, performing financial reconciliation and transfers, and operating computer-based financial software systems.

Knowledge of And Skills in: Accounting practices and standard office procedures.

Examples of Work: Assists with maintenance of financial records. Assists with the preparation of reports for informational and operational use. Reviews and verifies accuracy of financial data. Analyzes and reconciles expenditure and revenue accounts.

### **Clerical/Admin Assistant**

Education: High School diploma or its equivalent.

Experience: 1 year experience in performing routine office administration and secretarial services. Additional education may substitute for experience.

Responsibilities Include: Providing routine office functions and support services for management and staff.

Knowledge of And Skills in: Standard office procedures, basic computer operations, and office equipment operation.

**Examples of Work:** Prepares and processes various types of correspondence, forms, faxes and reports. Makes copies of documents and organizes and files documents. Answers and forwards incoming calls. Handles all outgoing and incoming mail responsibilities. Compiles and maintains records of office activities. Tabulates and posts data in record books or computers. Operates office machines and computer terminal to input and retrieve data.

### **Payroll Review Clerk**

**Education:** High School diploma or its equivalent.

**Experience:** Entry level position.

**Responsibilities Include:** Providing review of Certified payrolls for CDBG compliance.

**Knowledge of And Skills in:** Davis-Bacon wage rates, certified payroll process, CDBG labor compliance standards.

**Examples of Work:** Reviews certified payrolls of construction contractors for accuracy and compliance with CDBG and OCD requirements. Reports discrepancies to Grant Manager or higher-level supervisor. Makes copies of documents and organizes and files documents. Compiles and maintains records of office activities.

### **Interpreter (Spanish)**

**Education:** High School diploma or its equivalent.

**Experience:** 1-year experience in translation and interpretation of English and Spanish. Additional related education or certification(s) may substitute for the required experience.

**Responsibilities Include:** Providing interpretation or translation services for meetings, interviews, telephone calls, etc. especially in one-on-one settings.

**Knowledge of And Skills in:** Principles and techniques of effective verbal and written communication in the English and Spanish languages. Has knowledge of CDBG labor compliance employee interview requirements and understands the interview process.

**Examples of Work:** Interprets and translates spoken and written material from Spanish to English and from English to Spanish. Reviews translated material for accuracy of meaning, grammar, and syntax.

### **Interpreter (Vietnamese)**

**Education:** High School diploma or its equivalent.

**Experience:** 1-year experience in translation and interpretation of English and Vietnamese. Additional related education or certification(s) may substitute for the required experience.

**Responsibilities Include:** Providing interpretation or translation services for meetings, interviews, telephone calls, etc. especially in one-on-one settings.

**Knowledge of And Skills in:** Principles and techniques of effective verbal and written communication in the English and Vietnamese languages. Has knowledge of CDBG labor compliance employee interview requirements and understands the interview process.

**Examples of Work:** Interprets and translates spoken and written material from Vietnamese to English and from English to Vietnamese. Reviews translated material for accuracy of meaning, grammar, and syntax.

### **IT Consultant**

**Education:** Bachelor's or master's degree with a focus on information technology such as computer or information science; relevant advanced degrees and/or certifications are preferred.

**Experience:** Five (5) or more years of management-level technical experience that include the oversight of IT personnel.

**Responsibilities Include:** Ability to manage effectively with or without subordinates. Management of all aspects of information systems and services.

**Knowledge of And Skills in:** All aspects of information systems. Ability to interact and communicate with staff to understand results desired and strategies to produce

**Examples of Work:** Facilitate development and implementation of improvements to information technology systems. Manage resolution of system and network issues. Manage new installations and migrations.

### **IT System Analyst**

**Education:** Bachelor's or master's degree with a focus on information technology such as computer or information science, management information systems; relevant advanced degrees and/or certifications are preferred.

**Experience:** Five (5) or more years of professional level experience that includes software development and the support of information technology systems

**Responsibilities Include:** Ability to manage effectively with or without subordinates.

**Knowledge of And Skills in:** Information systems analysis, adaptation and management.

**Examples of Work:** Writing specifications for information systems, understanding operational systems and translating requirements into technical specifications, designing and implementing system modifications.

NOTE: All personnel and their associated job classifications must be approved by the OCD prior to billing. If, during the course of the contract, the Contractor adds personnel to the contract team, the Contractor will submit each individual's resume and proposed job classification to the OCD for prior review and approval. Once approved by the OCD, the individual will be added to the Contractor's roster. Personnel must be associated with one of the job classifications provided above and rate shall not exceed contract rate(s).

## Attachment H – Certification Statement

*The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.*

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date: \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (\_\_\_\_\_) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above-named person or otherwise verify the information provided.

By its submission of this Proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate.
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein.
3. Proposer accepts the procedures, evaluation criteria, mandatory Contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 180 calendar days from the date of Proposal's signature below.
5. Proposer understands that if selected as the successful Proposer, he/she will have 30 business days from the date of delivery of final Contract in which to complete Contract negotiations, if any, and execute the final Contract document.
6. Proposer certifies, by signing and submitting a Proposal for \$25,000 or more, that their company, any Subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR 200. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.sam.gov](http://www.sam.gov).)

7. There is no litigation or any suspension or debarment proceedings that could affect the services to be supplied in any contract resulting from this RFP, OR a list of such litigation/ proceedings is attached to this Certification.
8. In the last ten years Proposer has not filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, OR if such events have taken place, an explanation providing relevant details is attached to this Certification.

Company Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

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