

# **CITY OF OPELOUSAS**

Request for Proposal

For

Project Management, Grant Management, and Administrative Services

RFP No: 2020-01 Project Management, Grant Management and Administrative  
Services

RFP Opening Date: March 16, 2021 at 1:00 PM CST

# TABLE OF CONTENTS

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

1.1	Background.....	4
1.1.1	Purpose.....	4
1.1.2	Goals and Objectives .....	4
1.2	Definitions .....	4
1.3	Schedule of Events .....	5
1.4	Proposal Submittal .....	5
1.5	Proposal Response Format.....	6
1.5.1	Number of Response Copies .....	6
1.5.2	Legibility/Clarity .....	7
1.6	Confidential Information, Trade Secrets, Proprietary Information.....	7
1.7	Proposal Clarifications Prior to Submittal .....	8
1.7.1	Pre-proposal Conference.....	8
1.7.2	Proposer Inquiry Period.....	8
1.8	Errors and Omissions in Proposal .....	9
1.9	Proposal Guarantee.....	9
1.10	Performance Bond.....	9
1.11	Changes, Addenda, Withdrawals .....	9
1.12	Withdrawal of Proposal.....	9
1.13	Material in the RFP .....	9
1.14	Waiver of Administrative Informalities.....	9
1.15	Proposal Rejection.....	9
1.16	Ownership of Proposal.....	9
1.17	Cost of Offer Preparation .....	10
1.18	Non-negotiable Contract Terms.....	10
1.19	Taxes .....	10
1.20	Proposal Validity .....	10
1.21	Prime Contractor Responsibilities .....	10
1.21.1	Corporation Requirements .....	10
1.22	Use of Subcontractors.....	10
1.23	Written or Oral Discussions/Presentations .....	10
1.24	Acceptance of Proposal Content .....	11
1.25	Evaluation and Selection.....	11
1.26	Contract Negotiations .....	11
1.27	Contract Award and Execution .....	11
1.28	Notice of Intent to Award.....	11
1.29	Debriefings .....	12
1.30	Insurance Requirements .....	12
1.31	Subcontractor Insurance .....	12
1.32	Indemnification .....	12
1.33	Fidelity Bond Requirements .....	12
1.34	Payment for Services .....	12
1.35	Termination.....	12
1.35.1	Termination of this Agreement for Cause.....	12
1.35.2	Termination of this Agreement for Convenience .....	13
1.35.3	Termination for Lack of Appropriated Funds .....	13

## **PART I ADMINISTRATIVE AND GENERAL INFORMATION (Continued)**

1.36	Assignment .....	13
1.37	No Guarantee of Quantities .....	13
1.38	Audit of Records .....	13
1.39	Civil Rights Compliance .....	13
1.40	Record Retention .....	13
1.41	Record Ownership .....	13
1.42	Content of Contract/Order of Precedence .....	14
1.43	Contract Changes .....	14
1.44	Substitution of Personnel .....	14
1.45	Governing Law .....	14
1.46	Claims or Controversies .....	14
1.47	Proposer's Certification of Debarment and Suspension Compliance .....	14

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

21	1 .....	Scope of Work/Services	15
22	Period of Agreement .....		15
23	Price Schedule .....		15
24	Deliverables .....		15
25	Location .....		15
26	Proposal Elements .....		15
	2.6.1 Financial .....		15
	2.6.2 Technical .....		15

## **PART III. EVALUATION**

3.1	Financial Proposal (20%) .....	16
3.2	Technical Proposal (80%) .....	16

## **PART IV. PERFORMANCE STANDARDS**

4.1	Performance Requirements .....	17
4.2	Performance Measurement/Evaluation .....	17

## **PART V. FEDERAL CLAUSES**

5.1	Remedies .....	18
5.2	Termination for Cause and Convenience .....	18
5.3	Equal Employment Opportunity .....	18
5.4	Davis Bacon and Copeland Anti-Kickback Act .....	20
5.5	Contract Work Hours and Safety Standards Act .....	20
5.6	Rights to Inventions Made Under a Contract or Agreement .....	20
5.7	Clean Air Act and the Federal Water Pollution Control Act .....	20
5.8	Debarment and Suspension .....	21
5.9	Byrd Anti-Lobbying Amendment .....	21
5.10	Procurement of Recovered Materials .....	21
5.11	DHS Seal, Logo, and Flags .....	21
5.12	Compliance with Federal Law, Regulations, and Executive Orders .....	21
5.13	No Obligation by Federal Government .....	21
5.14	Program Fraud and False or Fraudulent Statements or Related Acts .....	21

## **ATTACHMENTS**

A	Scope of Services.....	22
B	Pricing Schedule .....	24
C	Insurance Requirements.....	25

**REQUEST FOR PROPOSAL**  
**FOR**  
**Project Management, Grant Management and Administrative Services**

**PART I. ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Background**

City of Opelousas ("OP"), in the State of Louisiana (hereafter referred to as OP), invites interested parties to submit proposals to provide Project Management, Grant Management and Administrative Services for Disaster and Non-Disaster Projects. These projects will be applied for through, but not limited to, Hazard Mitigation Assistance (HMA), Community Development Block Grant - Disaster Recovery (CDBG-DR) programs, Federal Emergency Management Agency (FEMA) Public Assistance.

In order to effectively administer and manage the program, OP is soliciting proposals from qualified and experienced firms to provide project management, grant management and administrative services.

**1.1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Parish governing statutes, ordinances, resolutions and policies from bona fide, qualified Proposers who are interested and able to provide knowledgeable personnel that are experienced in project management, grant management and administrative services.

**1.1.2 Goals and Objectives**

OP desires to engage with a grants management and administration consultant for professional services to provide management and administration support of grant activities and associated project management activities as needed for federal and state programs.

**1.2 Definitions**

- A. Shall - The term "shall" denotes mandatory requirements.
- B. Must - The terms "must" denotes mandatory requirements.
- C. May - The term "may" denotes an advisory or permissible action.
- D. Should - The term "should" denotes desirable.
- E. Contractor - means successful offeror who enters into a binding, written agreement.
- F. 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.
- G. State -The State of Louisiana.
- H. Department - Department for whom the solicitation is issued.
- I. Director - Director of Finance.

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

K. Close Out - A financial reconciliation between FEMA and OP on all project applications associated with the disaster/non-disaster projects

L. Records - All documentation associated with the disaster reimbursement process or administration of State and Federal grants.

### 1.3 Schedule of Events

<i>Item</i>	<i>Anticipated Schedule</i>
RFP issued	March 10, 2021
Deadline to receive written inquiries	March 16, 2021 @ 1:00 PM CST
Deadline to answer written inquiries	March 16, 2021 @ 1:00 PM CST
Proposal Opening Date (deadline for submitting proposals)	March 16, 2021 @ 1:00 PM CST
Oral discussions with proposers	To be scheduled if OP determines necessity
Contract Initiation	TBD

NOTE: OP reserves the right to deviate from these dates.

### 1.4 Proposal Submittal

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

**Important - Clearly identify submission with the following information and format:**

Proposal Name: Project Management, Grant Management and Administrative Services

Solicitation No.: 2020-01 Project Management, Grant Management and Administrative Services

Proposal Opening Date & Time: March 16, 2021 at 1:00 PM CST

Proposals may be delivered by hand or courier service to our physical location at:

City of Opelousas  
105 N. Main Street,  
Opelousas, Louisiana 70570

Or mailed to:

Attn: City Clerk  
City of Opelousas  
P.O. Drawer 1879  
Opelousas, LA 70571

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. OP 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.

### 1.5 Proposal Response Format (Not to Exceed 25 Pages)

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

- A. **Cover Letter**: Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with OP. By signing the letter and/or the proposal, the Proposer certifies compliance with the signature authority required in accordance with Louisiana law. The person signing the proposal must be:
1. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
  2. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
  3. Able to provide other documents indicating authority which are acceptable to the public entity.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.

The cover letter should also:

- Identify the submitting Proposer;
  - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
  - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience**: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **RFP Compliance**: Illustrating and describing compliance with the RFP requirements.
- E. **Innovative Concepts**: Present innovative concepts, if any, not discussed above for consideration.
- F. **Project Strategy**: Detailed strategy and implementation plan for project management, grant management and administrative services. This strategy is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal**: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with OP.

#### 1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Four (4) additional copies of the proposal should be provided, as well as one (1) electronic copy emailed to [landerson@cityofopelousas.com](mailto:landerson@cityofopelousas.com). The first page of the original proposals should be marked "Original" and the first page of the copies should be marked "Copy". (See Section 1.6).

### **1.5.2 Legibility/Clarity**

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

### **1.6 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. Proposers 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 Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer 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 Proposer 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 Proposer as a result of or in connection with the submission of this proposal, OP shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit OP's right to use or disclose data obtained from any source, including the Proposer, without restrictions."*

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

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, OP 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 OP and hold OP harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order OP to disclose the information. If the owner of the asserted data refuses to indemnify and hold OP harmless, OP may disclose the information.

OP reserves the right to make any proposal, including proprietary information contained therein, available to OP's employees, its city auditor, city attorney, or other OP agencies or organizations for the sole purpose of



assisting OP in its evaluation of the proposal. OP 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 OP. 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."

## **1.7 Proposal Clarifications Prior to Submittal**

### **1.7.1 Pre-proposal Conference**

A pre-proposal conference will not be held. The Proposer Inquiry period is your sole opportunity for submitting questions and obtaining official responses from OP concerning this Request for Proposal. (See 1.3 - Schedule of Events)

### **1.7.2 Proposer Inquiry Periods**

An initial inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written questions relative thereto. Without exception, all questions MUST be in writing 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.

OP 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. OP reasonably expects and requires responsible and interested Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

Any person aggrieved in connection with the specifications contained therein shall submit questions or concerns in writing to the City Clerk (see Sect. 1.4) 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.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any City employee or consultant. OP 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 OP. 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:

City of Opelousas  
Attention: Leisa Anderson  
105 N. Main Street  
P.O. Drawer 1879  
Opelousas, LA 70570  
E-Mail: [landerson@cityofopelousas.com](mailto:landerson@cityofopelousas.com)  
Phone: (337) 948-2520/ Fax: (337) 948-2593

### **1.8 Errors and Omissions in Proposal**

OP 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: OP reserves the right to make corrections or clarifications due to patent errors identified in proposals by OP or the Proposer. OP, at its option, has the right to require clarification or additional information from the Proposer.

### **1.9 Proposal Guarantee (not required for this RFP)**

### **1.10 Performance Bond (not required for this RFP)**

### **1.11 Changes, Addenda, Withdrawals**

OP reserves the right to change the calendar of events or issue Addenda to the RFP at any time. OP 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.

### **1.12 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 OP.

### **1.13 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 OP pursuant to the RFP.

### **1.14 Waiver of Administrative Informalities**

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

### **1.15 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by OP to award a contract. OP 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 OP to do so.

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

### **1.16 Ownership of Proposal**

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

### **1.17 Cost of Offer Preparation**

OP is not liable for any costs incurred by prospective Proposers or Contractors 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 OP.

### **1.18 Non-negotiable Contract Terms**

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

### **1.19 Taxes**

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

### **1.20 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, OP 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.

### **1.21 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. OP 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.

#### **1.21.1 Corporation Requirements**

Upon the award of the contract, if the Consultant is a corporation and not incorporated under the laws of the State of Louisiana, the Consultant 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 Consultant is a for-profit corporation whose stock is not publicly traded, the Consultant 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 City of Opelousas, evidence of a current occupational license and/or permit issued by the Parish shall be supplied by the successful vendor, if applicable.

### **1.22 Use of Subcontractors**

Each Consultant 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.

### **1.23 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. OP 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 OP'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.

#### **1.24 Acceptance of Proposal Content**

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

#### **1.25 Evaluation and Selection (see Part III Evaluation)**

#### **1.26 Contract Negotiations**

If for any reason the Proposer whose proposal is most responsive to OP'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 OP 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 city attorney and approved by the governing authority prior to issuance of a purchase order, if applicable to complete the process.

#### **1.27 Contract Award and Execution**

OP 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 Consultant will become part of any contract initiated by OP.

In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP. The terms for the contract 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, OP may elect to cancel the award and award the contract to the next- highest-ranked Proposer.

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

#### **1.28 Notice of Intent to Award**

Upon review and approval of the evaluation committee's recommendation for award, 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 OP, OP may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

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

### **1.29 Debriefings**

Debriefings may be requested by the participating Proposers after a contract has been awarded. Contact may be made by phone at (337) 948-2520 to schedule the debriefing. Debriefings shall occur within 15 days after the Contract Award and will not be conducted prior to contract award. Debriefings may be conducted so that unsuccessful proposers can review the evaluation summary and discuss the relative merits of submitted proposals. If the requesting vendor wishes to view other file documents, a Public Records request in accordance with R.S 44.1 et. seq. can be submitted.

### **1.30 Insurance Requirements**

Proposer shall furnish OP with certificates of insurance affecting coverage(s) required by the RFP (see Attachment C). 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 OP before work commences. OP reserves the right to require complete certified copies of all required policies, at any time.

### **1.31 Subcontractor Insurance (not required for this RFP)**

### **1.32 Indemnification**

Proposer agrees to indemnify, defend, and hold harmless OP from any and all losses, damages, expenses or other liabilities, including but not limited to those connected with any claim for personal injury, death, property damage or other liability that may be asserted against OP by any party which arises or is alleged in performing its obligations under this Agreement.

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

### **1.33 Fidelity Bond Requirements (not required for this RFP)**

### **1.34 Payment for Services**

The Consultant shall be entitled to payment in accordance with the provisions of this paragraph. Consultant shall invoice OP on a monthly basis. The contract will be issued with a maximum (not to exceed) total contract price. Payments will be made by OP within approximately thirty (30) days after receipt and approval of a properly executed invoice, and approval by the finance department.

### **1.35 Termination**

**1.35.1 Termination of this Agreement for Cause** - OP 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 OP shall give the Consultant written notice specifying the Consultant's failure. If within thirty (30) 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 thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then OP 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 OP to comply with the terms and conditions of this contract; provided that the Consultant shall give OP written notice specifying OP's failure and a reasonable opportunity for OP to cure the defect.

**1.35.2 Termination of this Agreement for Convenience** - OP may terminate this Agreement at any time by giving thirty (30) 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.

**1.35.3 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 OP 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.

If the RFP contract services are funded by grant funds, OP shall have the right to terminate the contract or any issued Task Order for which funding is terminated.

### **1.36 Assignment**

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

### **1.37 No Guarantee of Quantities**

OP does not obligate 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.

### **1.38 Audit of Records**

OP or others so designated by OP, 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.

### **1.39 Civil Rights Compliance**

The 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, and the Americans with Disabilities Act of 1990. 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 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.

### **1.40 Record Retention**

The Contractor shall maintain all records in relation to this contract for a period of at least three (3) years after final close-out of the disaster.

### **1.41 Record Ownership**

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

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

In the event of an inconsistency between the contract, the RFP and/or the Consultant's 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 Consultant's Proposal.

#### **1.43 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the governing authority.

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.

#### **1.44 Substitution of Personnel**

Proposals should include the names and qualifications of the individuals that will be assigned to this project. Substitution of personnel shall be approved by OP.

#### **1.45 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 L.R.S.38-2211-2296; purchasing regulations; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

#### **1.46 Claims or Controversies**

Any Proposer who believes they were adversely affected by OP's procurement process or award, may file a protest. It must be submitted in writing to the City Clerk 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.

OP will take action on protests within fifteen (15) days of the receipt thereof. OP 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 OP's general services committee. 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 bidder.

#### **1.47 Proposer's Certification of No Suspension or Debarment**

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with Section 5.8 of this request for proposal.

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

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

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

The scope of services is as outlined in Attachment A.

### **2.2 Period of Agreement**

The term of any contract resulting from this solicitation shall cover project management, grant management and administrative services through close-out and/or for a period of three (3) years with the option to renew for two (2) one-year periods.

### **2.3 Price Schedule**

Prices proposed by the Proposers should be submitted on Attachment B. Prices submitted shall be firm for the term of the contract and inclusive of all charges Proposer wishes OP to consider for proposed services. Prices shall include delivery of all services.

### **2.4 Deliverables**

The deliverables listed in Attachment A are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

### **2.5 Location**

The proposed services are required at various locations throughout the City.

### **2.6 Proposal Elements**

#### **2.6.1 Financial**

Describe any potential charges for proposed services associated with the RFP program implementation and administration that you wish OP to consider.

#### **2.6.2 Technical**

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Firm's capacity to address OP's scope of work.
- Demonstration of the firm's prior experience in providing consulting services and its familiarity with FEMA, HUD and other Federal programs.
- Capability and qualification of the proposed personnel.
- Proposed Strategy of the firm in representing OP in project management, grant management and administrative services.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes OP to consider.



## **PART III EVALUATION**

The following criteria cited herein will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to OP, not on the basis of what may be inferred.

### **3.1 Financial Proposal (Value of 20%)**

The following financial criteria will be evaluated:

- All costs inclusive of maximum fee for all consulting work
- All other costs, if any, proposed by the Proposer

Prices proposed by the Proposers should be submitted on the Proposal Forms (or in a similar format) furnished in Attachment B. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost per the following formula:

*The Proposer with the lowest cost will be awarded maximum allocated points assigned Financial. Other Proposers will receive cost points in accordance with the following  $CC = (LPC/PC)$  multiplied by MAP. CC= computed cost, LPC= lowest proposed cost, PC= Proposer's cost and MAP=maximum allocated points*

The Proposer will not be reimbursed for any travel, per diem, photocopying, telephone bills or other related expenses of the engagement unless incurred at the specific written request of OP. All costs proposed are to be inclusive of all expenses necessary to provide the scope of services outlined in this RFP, and should be included in the hourly rates.

### **3.2 Technical Proposal (Value of 80%)**

The Technical criteria as detailed in Section 2.6.2 will be evaluated.

- Firm's capacity to address OP's scope of work. (20%)
- Demonstration of the firm's prior experience in providing consulting services and its familiarity with FEMA, HUD and other Federal programs. (20%)
- Capability and qualification of the proposed personnel. (10%)
- Small Entrepreneurships (MBE/SBE/WBE) Initiative (5%)
- Proposed Strategy of the firm in representing the City in project management, grant management and administrative services. (25%)

#### **MBE/SBE/WBE Initiative**

##### **Participation by Certified Small Entrepreneurships/DBE Initiative**

This procurement has been designated as suitable for certified small entrepreneurships (MBE/SBE/WBE) participation.

OP strongly encourages the participation of Small and Minority and Women-owned business in all contracts or procurements for goods and services and labor and material. To that end, all Service Providers and suppliers are encouraged to utilize federal, state or locally certified Small, Minority and Women-owned businesses in the purchase

or sub-contracting of materials, supplies, services and labor and material in which disadvantaged businesses are available.

Proposers that are not eligible for certification are encouraged to use Small, Minority and Women-owned businesses where sub-contracting opportunities exist. To be responsive to this request for proposal, the proposer should be a Small, Minority or Women-owned businesses or have put forth a good faith effort to use certified Small, Minority or Women-owned businesses as subcontractors. By submitting and signing a proposal, the proposer certifies that they are in compliance with this requirement. The proposer shall submit with the proposal a plan and selection process outlining good-faith efforts to utilize Small, Minority or Women-owned businesses as subcontractors.

Written notification is the preferred method to inform Small, Minority and Women-owned businesses of potential subcontracting opportunities. A current list of certified Small, Minority and Women-owned businesses may be obtained from the Louisiana Economic Development Certification System at <https://smallbiz.louisianaeconomicdevelopment.com/certifiedbusiness/default.aspx>. Additionally, a current list of Small, Minority and Women-owned businesses, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://www.prdl.doe.louisiana.gov/OSP/LaPAC/Vendor/srchven2.cfm>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE". Additional assistance may also be obtained from the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to solicit and use these firms at <http://www.mbda.gov/contact>.

Copies of notification to at least three (or more) certified Small, Minority and Women-owned businesses will satisfy the notification requirements. Notification must be provided to the certified entrepreneurs by the proposer in writing no less than five working days prior to the date of proposal deadline.

Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

In the event questions arise after an award is made relative to the proposer's good faith efforts, the proposer will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the Service Provider did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Service Providers will be required to report Small and Minority and Women-owned businesses subcontractors or distributor participation and the dollar amount of each with payment request to the contract monitor.

#### **PART IV PERFORMANCE STANDARDS**

##### **4.1 Performance Requirements**

The performance requirements are as outlined in Attachment A.

##### **4.2 Performance Measurement/Evaluation (will be negotiated with successful proposer)**

#### **PART V FEDERAL CLAUSES**

The following clauses are mandatory if Federal Funds are utilized.

## **5.1 REMEDIES**

As a breach of service would cause serious and substantial damages to OP and its occupants, and the nature of resulting contract would render it impractical or extremely difficult to fix the actual damage sustained by OP by such breach, it is agreed that in case of a breach of service, OP may elect to collect liquidated damages as specified in the resulting contract, not as a penalty, such sums being agreed as the amount which OP will be damaged by the breach of such service.

The decision to seek such remedies shall not be construed as a waiver of any legal remedies OP may have as to any subsequent breach of service.

If the Proposer fails to perform, or to perform in a satisfactory manner, or to perform in strict compliance with the resulting Contract, the Proposer will be considered to be in Breach of Contract, in addition to such remedies of a less formal but corrective nature as may be delineated between OP and the Proposer elsewhere in the resulting Contract Documents, OP retains, solely to itself, all such remedies.

## **5.2 TERMINATION FOR CAUSE AND CONVENIENCE**

See 1.35.1 and 1.35.2 above.

## **5.3 EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, 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, record, 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 Agreement 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 subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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 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.

#### **5.4 DAVIS BACON AND COPELAND ANTI-KICKBACK ACT**

The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standard Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with this statute, the Contractor is 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, the Contractor is required to pay wages not less than once a week.

The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Contractor is 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.

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

Pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **5.7 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## **5.8 DEBARMENT AND SUSPENSION**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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.

## **5.9 BYRD ANTI-LOBBYING AMENDMENT**

Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

## **5.10 PROCUREMENT OF RECOVERED MATERIALS**

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act which pertains to procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000.00; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **5.11 DBS SEAL, LOGO, AND FLAGS**

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

## **5.12 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

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

## **5.13 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.

## **5.14 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.

## **Attachment A**

### **Scope of Services**

The consultant shall work closely and collaborate with various funding agencies and internal OP departments to ensure the proper use and application of federal and state funds. Consultant shall focus on maximizing eligible, allocable federal dollars. Consultant shall conduct efficient processes that reduce the timeline for eligibility determinations that support project cash flow sources and uses. Consultant will provide technical knowledge and experience, proven business processes, and policy strategies. In order to develop and implement the framework of grant activities, the consultant shall perform services and work necessary to complete the following objectives and tasks:

- Prepare and submit project applications, BCAs, budgets, reporting and project over site through closeout.
- Prepare the Requests for Payment to ensure consistency with guidelines and procedures established for each Program.
- Work with OP to ensure that OP has an acceptable financial management system as it pertains to the program guidelines and conforms to generally accepted principles of municipal accounting.
- Establish project files for OP for each application submitted. These files must demonstrate compliance with all applicable Local, State and Federal regulations. The project files must be updated throughout the program to ensure that they are complete and that all necessary documentation is being retained in the OP files.
- With the assistance of OP, help conduct public meetings when necessary. This includes, but is not limited to, such things as assisting with public notices, conducting the meeting, providing handouts if needed, et cetera.
- Ensure compliance with regulations governing land acquisition, easements, rights of ways, donations of property, transfer of property title, et cetera.
- Assist the engineer in the preparation of all bid documents and supervision of the bidding process as it pertains to state and federal regulations.
- Secure the proper wage decision to be included in the bid documents, if required.
- Review construction contracts to ensure compliance with applicable State and federal regulations. Examples are Conflict of Interest Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for Contracts over \$100,000), HUD Handbook (6500.3), OMB Circular A-102,
- (Attachment 0), Section 3, Section 109, Title VI, Civil Rights Act, EO 11246 (for contracts over \$10,000), Section 503, et cetera.
- Obtain contractor and subcontractor clearances from the State if necessary.
- If CDBG funding is awarded as matching funds, check weekly payrolls to ensure compliance with wage decisions. Conduct on-site interviews and compare the results with the appropriate payrolls to ensure compliance with Davis Bacon requirements.
- Monitor construction to ensure compliance with equal opportunity and labor standards provisions if required.
- Make progress inspections and certify partial payment requests.
- Attend and assist OP during the State's monitoring visit(s). Prepare OP's response to any monitoring findings.
- Assist in a final inspection of the project and assist OP in the issuance of a final acceptance of work.

- Assist OP in meeting the State's audit requirements.
- Prepare close-out documents. Assist OP in meeting all of the Program requirements.
- Assist OP with the preparation of a request for qualifications and the procurement of an engineering firm(s) for the awarded projects under this allocation.
- Assist OP in getting reimbursed on approved projects through FEMA, HMA, CDBG, and any other funding agencies for all payments made by OP.
- Keep track and monitor consultant's own time and activities by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs (reference Federal regulations and policy guidance for these topics).
- Provide written performance and status reports to OP on the status of the various grant programs as requested. The performance and status report should include, but is not limited to, the following:
  - Hours billed and amount invoiced by personnel
  - Grant application development and revisions
  - Grant application submissions and approvals
  - Obligated amounts versus eligible estimates
  - Issues with grant application submissions and resolutions
  - Issues requiring assistance
  - Amounts awarded to OP per grant application
  - Requests for Reimbursement submitted
  - Estimated and actual costs
  - Reimbursements received by OP
  - Insurance deductions
  - Grant application closeouts



## Attachment B

### PRICING SCHEDULE

List all pricing details here or in a format similar to this schedule.

Labor Category/Title	Qualification (Yrs. Of Experience)	Hourly Rate
Project Executive/Principal		
Subject Expert		
Project Manager		
Assistant Project Manager		
Grant Manager		
Senior Engineer/Scientist		
Mid-Level Engineer/Scientist		
Engineer/Scientist		
Senior Accounting Specialist		
Accounting Specialist		
Senior Closeout Specialist		
Closeout Specialist		
Senior Cost Estimator		
Cost Estimator		
HM Consultant IV		
HM Consultant III		
HM Consultant II		
HM Consultant I		
Administrative		
Total		

## **Attachment C**

### **Insurance Requirements for Project Management, Grant Management and Administrative Services**

**CONSULTANT'S AND SUB-CONSULTANT'S INSURANCE:** Consultant and any sub-consultants shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Consultant shall not commence work under this contract until certificates of insurance have been approved by OP. Insurance companies listed on certificates must have industry rating of **A-**, Class VI or higher, according to Best's Key Rating Guide. Consultant is responsible for assuring that its sub-consultants meet these insurance requirements.

- |    |  |                                      |                            |
|----|--|--------------------------------------|----------------------------|
| A. | Commercial General Liability on an occurrence basis:   | General Aggregate<br>Each Occurrence | \$2,000,000<br>\$1,000,000 |
| B. | Business Auto Policy<br>Any Auto; or Owned, Non-Owned & Hired:   | Combined Single Limit                | \$1,000,000                |
| C. | Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.                                  |                                      |                            |
| D. | City of Opelousas must be named as additional insured on all general liability policies described above.   |                                      |                            |
| E. | Professional Liability coverage for errors and omissions is not required, but OP shall have the benefit of any such insurance carried by Consultant. |                                      |                            |
| 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: City of Opelousas, Attn: City Clerk, Post Office Box 1879, Opelousas, Louisiana 70570.                    |                                      |                            |

**NOTE TO PROPOSERS:**

- 1) Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.**
- 2) Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.**