



ST. TAMMANY PARISH

MICHAEL B. COOPER
PARISH PRESIDENT

NOTICE OF REQUEST FOR PROPOSALS

ST. TAMMANY PARISH

St. Tammany Parish Government is seeking responses for the following project:

RFP# 22-18-3 – American Rescue Plan Act Public Health-Non-Profit Program

This RFP is available online at: LaPAC – Louisiana Procurement and Contract

Network:<https://www.cfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>

It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Parish is not responsible for a proposer's failure to download any addenda documents required to complete an RFP.

Responses will be received by the Department of Procurement, **until 2:00pm CST, Tuesday, November 1, 2022**. RFP responses will be opened publicly at the physical location as stated in Section 1.4 of the RFP documents and only respondents who have submitted an RFP response shall be identified aloud. Prices shall not be read. Each response will be evaluated by designated Parish personnel after the submission deadline and public opening has passed.

Each Proposal must be sealed. The outside of the envelope, box or package should be marked with the Proposer's Name and Address, the Proposal Name, the RFP #, and the Proposal Opening Date. The successful Respondent must supply St. Tammany Parish Government with all required documentation as specified in the RFP documents. Said Respondent must also be in Good Standing and licensed to do business in the State of Louisiana.

Proposals will be received at the St. Tammany Parish Government Department of Procurement Office, 21454 Koop Dr., Suite 2F, Mandeville LA., 70471 from each Respondent or his agent, or by certified mail with return receipt requested.

Procurement Department

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- Attachment “A” – Project Expenditure Categories
- Attachment “B” – Proposal Application
- Attachment “C” – Proposed Budget Detail Form
- Attachment “D” – Acknowledgment and Waiver
- Attachment “E” – Application Certification
- Attachment “F” – Sample Contract-OMITTED
- Attachment “G” – Insurance Requirements-OMITTED
- Attachment “H” – Reporting and Reimbursement Request Form
- Attachment “I” – Beneficiary Reporting Form
- Attachment “J” – Hold Harmless Agreement-OMITTED
- Attachment “K” – Affidavits-OMITTED
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**REQUEST FOR PROPOSAL
FOR
AMERICAN RESCUE PLAN ACT
PUBLIC HEALTH NON-PROFIT PROGRAM**

PART I: OVERVIEW

1.1 Background/Purpose

The St Tammany Parish Government is issuing this Request to solicit funding proposals for projects that address negative economic and public health impacts in St. Tammany Parish. The program is funded through the American Rescue Plan Act (ARPA).

Background

On March 11, 2021, President Biden signed the \$1.9 trillion American Rescue Plan Act (ARPA) into law. This legislation included \$350 billion in relief for state, local, and tribal governments, many of which were hard-hit by the COVID-19 pandemic. St. Tammany Parish is set to receive a total of \$50.5 million in stimulus funding from the ARPA. St. Tammany Parish President Michael B. Cooper and the Parish Council engaged the assistance of St. Tammany Corporation, the independent economic development organization in St. Tammany Parish, to help facilitate and develop the funding strategy for the American Rescue Plan Act Funds. St. Tammany Corporation provided research on policy, project, and program best practices, community stakeholder engagement sessions.

Over a period of approximately 90 days in summer 2021, St. Tammany Corporation has facilitated four in-person stakeholder focus group sessions, convened the parish government working group, administered an online community survey yielding over 700 responses, and compiled a strategic framework for the administration and council to consider as they determine how the American Rescue Plan funds will be used in St. Tammany Parish. As a result of those meeting \$2.5 million was allocated to the Public Health Response focusing on human infrastructure and community resilience, including housing, transportation and behavioral health.

Objective:

This Request for Proposal (RFP) is to provide services as part of the Public Health Non-Profit program funded through the American Rescue Plan Act (ARPA) intended to enhance the entitlement public service programs serving the citizens of St. Tammany Parish.

Submittal of a proposal does not create any right or expectation to a contract with the Parish.

1.2 Definitions

- A. Shall – The term “shall” denotes mandatory requirements.
- B. Must – The term “must” denotes mandatory requirements.
- C. May – The term “may” denotes an advisory or permissible action.

D. Should – The term “should” denotes a desirable action.

E. Contractor – A Proposer who contracts with the Parish.

F. Parish – St. Tammany Parish Government.

G. 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.

H. RFP – Request for Proposal.

I. Proposer – Person or entity responding to this RFP.

J. Agreement – A contract between the Contractor and the Parish.

K. Evaluation Committee – Committee established for the purposes of evaluating proposals submitted in response to this RFP.

1.3 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP Available	September 28, 2022	8:00 AM
2. Pre-Proposal Conference (if required):*		Not required
3. Deadline to receive written inquiries	October 21, 2022	2:00 PM
4. Deadline to answer written inquiries	October 27, 2022	2:00 PM
5. Proposal Opening Date (deadline for submitting proposals)	November 1, 2022	2:00 PM
6. Oral discussions with proposers, if applicable		TBD
7. Notice of Intent to Award to be mailed		TBD
8. Contract Initiation		TBD

NOTE: The Parish reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.

1.4 Proposal Submittal

This RFP is available online at: LaPAC – Louisiana Procurement and Contract

Network:<https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185>

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

Subrecipient Reporting. All recipients of federal funds must complete financial, performance, and compliance reporting as required in 2 CFR 200.

Milestone achievement will be established in the grant agreement in order for St. Tammany Parish to monitor the progress and success of a program. Organizations which consistently submit late reports or fail to meet milestone accomplishments may not be consider for a continuation of funding in subsequent years. All records must be kept for a minimum of five years.

As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, we must also report the names and total compensation of the subrecipients' five most highly compensated executives for the preceding completed fiscal year if (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public.

4.2 Performance Measurement/Evaluation

How will you conduct effective evaluation to determine the results and impact of the project?

PART V: GENERAL PROVISIONS

5.1 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 Proposer's response is to demonstrate an understanding of the requirements. Proposals shall be prepared providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

5.2 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 the proposal. The 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 (LSA-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, the Parish of St. Tammany 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 of St. Tammany’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, 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 state harmless, the Parish may disclose the information.

The Parish reserves the right to make any proposal, including proprietary information contained therein, available to Parish personnel, the Parish Council, or other Parish and state 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 the Procurement Department. 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 have been removed.

5.3 Proposal Clarifications Prior to Submittal

Written questions must be submitted in writing via email to : procurement@stpgov.org before deadline to answer written inquiries. Inquiry deadline date provided in RFP package.

5.3.1 Pre-proposal Conference

[Omitted as not applicable to this RFP].

5.3.2 Proposer Inquiry Periods

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

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during a Pre-proposal Conference). All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the Parish. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by e-mail or hand-delivery to:

St. Tammany Parish Government Procurement Department
Attn: Director of Procurement
21454 Koop Drive, Suite 2F
Mandeville, Louisiana 70471
E-Mail: procurement@stpgov.org

An addendum will be issued and posted on LaPAC (Louisiana Procurement and Contract Network) <https://www.cfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=185> to address all inquiries received and any other changes or clarifications to the solicitation. 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. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any Parish employee or Parish consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Parish is not responsible for a Proposer's failure to download any addenda documents required to complete an RFP.

5.4 Errors and Omissions in Proposal

The 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: the 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 request clarification or additional information from the Proposer.

5.5 Proposal Guarantee

[Omitted as not applicable to this RFP].

5.6 Performance Bond

[Omitted as not applicable to this RFP].

5.7 Changes, Addenda, Withdrawals

The 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, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

5.8 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 the Procurement Department.

5.9 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.

5.10 Waiver of Administrative Informalities

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

5.11 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the 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.

5.12 Ownership of Proposal

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

5.13 Cost of Offer Preparation

The Parish 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 the Parish.

5.14 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.

5.15 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 Proposer's cost.

5.16 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, the Parish reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

5.17 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. The 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.

5.18 Use of Subcontractors

Each Contractor 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.

If it becomes necessary for the prime contractor to use subcontractors, the Parish urges the prime contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the Parish.

Information required of the prime contractor under the terms of this 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.

5.19 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; however, the Parish reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received. Any such written or oral discussion shall be initiated by the Parish.

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. Any such written or oral discussions/presentations shall be initiated by the Parish. Proposals may be accepted without such discussions.

5.20 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

5.21 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the Evaluation Committee for the purpose of selecting the Proposer with whom the Parish shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination. Any such written or oral discussions shall be initiated by the Evaluation Committee.

Results of the evaluations will be provided by the Evaluation Committee to the Procurement Director. Written recommendation for award shall be made for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the Parish, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the Parish.

5.22 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. The Procurement Department must approve the final contract form and issue a purchase order, if applicable, to complete the process.

5.23 Contract Award and Execution

The Parish reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

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

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in Attachment “B” of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **ten (10) calendar** days of delivery of it, the Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, 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.

5.24 Acknowledgment and Waiver of Protest Rights

Proposer shall execute an Acknowledgment and Waiver (the “Waiver”) (Attachment “C”) and shall produce same to the Parish along with its proposal. Such Waiver shall state that Proposer has read this RFP and the Waiver, and understands that the Parish’s obligations under this RFP are not dictated by Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Proposer understands that it is provided no opportunity for protest and waives all such rights.

5.25 Notice of Intent to Award

Upon review and approval of the evaluation committee’s and agency’s recommendation for award, the Procurement Department will issue a “Notice of Intent to Award” letter to the apparent successful Proposer. 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.

The Procurement Department will also 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 will be made available to all interested parties after the “Notice of Intent to Award” letter has been issued.

5.26 Insurance Requirements

[Omitted as not applicable to this RFP].

5.27 Subcontractor Insurance

[Omitted as not applicable to this RFP].

5.28 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the Parish from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Parish. In connection therewith, the Contractor shall execute the Hold Harmless Agreement furnished by the Parish (Attachment "E"). Work may not commence until such Hold Harmless Agreement is executed by the Contractor and received by the Parish.

Contractor will indemnify, defend and hold the Parish harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the Parish in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the Parish shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Parish may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Parish shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Parish's unauthorized modification or alteration of a Product, Material, or Service; (ii) Parish's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) Parish's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Parish's exclusive remedy to take action in the following order of precedence: (i) to procure for the Parish the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the Parish up to the dollar amount of the Contract.

The Parish may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

5.29 Fidelity Bond Requirements

[Omitted as not applicable to this RFP].

5.30 Payment

5.30.1 Payment for Services

The Parish shall pay Contractor in accordance with the Guidelines and Reimbursement Request form set forth in Attachment H. The Contractor may invoice the Parish monthly at the billing address designated by the Parish. Payments will be made by the Parish within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Parish. Invoices shall include the purchase order number and beneficiary data on Monthly Beneficiary Report (Attachment I). Invoices submitted without this information will not be approved for payment until the required information is provided/reflected on the invoice.

5.31 Termination

5.31.1 Termination of the Contract for Cause

The Parish may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the Parish shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have 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 Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor 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 the contract, provided that the Contractor shall give the Parish written notice specifying the Parish's failure and a reasonable opportunity for the Parish to cure the defect.

5.31.2 Termination of the Contract for Convenience

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

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

5.31.3 Termination for Non-Appropriation of Funds

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

5.32 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

5.33 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the Parish to increase or decrease the amount, at the unit price stated in the proposal.

The Parish does not obligate itself to contract for or accept more than its actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

5.34 Audit of Records

The Parish Auditor, state auditors, federal auditors or others so designated by the Parish, 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 State and Federal law. Records shall be made available during normal working hours for this purpose. See attached Sub-recipient Monitoring Policy and Manual (Attachment J).

5.35 Civil Rights Compliance

The Contractor 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 Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

5.36 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

5.37 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 the Parish and shall, upon request, be returned by Contractor to the Parish, at Contractor's expense, at termination or expiration of the contract.

5.38 Content of Contract/ Order of Precedence

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

5.39 Contract Changes

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

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.

5.40 Substitution of Personnel

The Parish intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor 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 Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

5.41 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and specifications listed in this RFP. Jurisdiction and venue for any suit filed in connection with this RFP process and contract shall be exclusive to the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana.

5.42 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland “Anti-Kickback” Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

5.43 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

5.44 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

5.45 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

5.46 Anti-Lobbying and Debarment Act

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

ATTACHMENT “A”

Project Expenditure Category		Reporting Requirements:		
		REQUIRED POPULATION SERVED *	Evidence Based Research	Report Template used
1: Public Health				
COVID-19 Mitigation & Prevention				
1.1	COVID-19 Vaccination	GENERAL		BASE LINE
1.2	COVID-19 Testing	GENERAL		BASE LINE
1.3	COVID-19 Contact Tracing	GENERAL		BASE LINE
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)	GENERAL	YES	BASE LINE
1.5	Personal Protective Equipment	GENERAL		BASE LINE
1.6	Medical Expenses (including Alternative Care Facilities)	GENERAL		BASE LINE
1.7	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)	GENERAL		BASE LINE
1.9	COVID 19 Assistance to Non-Profits	GENERAL		ADDT REQ
Community Violence Interventions				
1.11	Community Violence Interventions	GENERAL	YES	ADDT REQ
Behavioral Health				
1.12	Mental Health Services	GENERAL	YES	BASE LINE
1.13	Substance Use Services	GENERAL	YES	BASE LINE
Other				
1.14	Other Public Health Services	GENERAL		BASE LINE
2: Negative Economic Impacts				
Assistance to Households				
2.1	Household Assistance: Food Programs	IMPACTED	YES	ADDT REQ
2.2	Household Assistance: Rent, Mortgage, and Utility Aid	IMPACTED	YES	ADDT REQ
2.3	Household Assistance: Cash Transfers	IMPACTED	YES	ADDT REQ
2.4	Household Assistance: Internet Access Programs	IMPACTED	YES	ADDT REQ
2.5	Household Assistance: Paid Sick and Medical Leave	IMPACTED		ADDT REQ
2.6	Household Assistance: Health Insurance	IMPACTED	YES	ADDT REQ
2.7	Household Assistance: Services for Un/Unbanked	IMPACTED	YES	ADDT REQ
2.8	Household Assistance: Survivor's Benefits	IMPACTED		ADDT REQ
2.10	Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives)	IMPACTED	YES	ADDT REQ
2.11	Healthy Childhood Environments: Child Care	IMPACTED	YES	ADDT REQ
2.12	Healthy Childhood Environments: Home Visiting	IMPACTED	YES	ADDT REQ
2.13	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System	IMPACTED	YES	ADDT REQ
2.14	Healthy Childhood Environments: Early Learning	IMPACTED	YES	ADDT REQ
2.15	Long-term Housing Security: Affordable Housing	IMPACTED	YES	ADDT REQ
2.16	Long-term Housing Security: Services for Unhoused Persons	IMPACTED	YES	ADDT REQ
2.17	Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities	DISPR. IMPACTED	YES	ADDT REQ
2.18	Housing Support: Other Housing Assistance	DISPR. IMPACTED	YES	ADDT REQ
2.19	Social Determinants of Health: Community Health Workers or Benefits Navigators	DISPR. IMPACTED	YES	BASE LINE
2.20	Social Determinants of Health: Lead Remediation	DISPR. IMPACTED	YES	BASE LINE
2.21	Medical Facilities for Disproportionately Impacted Communities	DISPR. IMPACTED		BASE LINE
2.22	Strong Healthy Communities: Neighborhood Features that Promote Health and Safety	DISPR. IMPACTED		BASE LINE
2.23	Strong Healthy Communities: Demolition and Rehabilitation of Properties	DISPR. IMPACTED		BASE LINE
2.24	Addressing Educational Disparities: Aid to High-Poverty Districts	DISPR. IMPACTED		ADDT REQ
2.25	Addressing Educational Disparities: Academic, Social, and Emotional Services	DISPR. IMPACTED	YES	ADDT REQ
2.26	Addressing Educational Disparities: Mental Health Services	DISPR. IMPACTED	YES	ADDT REQ
2.27	Addressing Impacts of Lost Instructional Time	DISPR. IMPACTED		ADDT REQ

*** Population Served - If the project expenditure category requires a specific population served (either impacted or disproportionately impacted), the population must fall within one of the below categories.**

Impacted

Low- or moderate-income households or populations:
Income at or below 300 percent of the Federal Poverty Guidelines
Income at or below 65 percent of area median income for its county
may use a default household size of three when easier for administration
may presume any household earning below \$65,880 is impacted and eligible for services
Households that experienced unemployment
Households that experienced increased food or housing insecurity

Disproportionately Impacted

Low income households and populations:
Income at or below 185 percent of the Federal Poverty Guidelines
Income at or below 40 percent of area median income for its county
may use a default household size of three when easier for administration
may use any household earning below \$40,626 is disproportionately impacted
Households and populations residing in Qualified Census Tracts
Households that qualify for certain federal programs: TANF, SNAP, SSI, WIC, Section 8 vouchers, LIHEAP
Households receiving services provided by Tribal governments
Households residing in the U.S. territories or receiving services
For services to address educational disparities Title I eligible
Other households or populations that experienced a disproportionate
Non-profits operating in Qualified Census Tracts
Non-profits operated by Tribal governments or on Tribal lands
Non-profits operating in the U.S. territories
Non-profits Dis Imp by the pandemic specify

Evidence based research

Recipients may include links to evidence standards, evidence dashboards, evaluation policies, and other public facing tools that are used to track and communicate the use of evidence and evaluation for the programs. Recipients are encouraged to consider how a learning agenda, either narrowly focused on ARPA funds or broadly focused on the recipient's broader policy agenda, could support their overarching evaluation efforts in order to create an evidence-building strategy for their jurisdiction.

Recipients should identify whether ARPA funds are being used for evidence-based interventions and/or if projects are being evaluated through rigorous program evaluations that are designed to build evidence. Recipients must briefly describe the goals of the project and the evidence base for the interventions funded by the project. As part of the Project Inventory section, recipients must also specifically identify the dollar amount of the total project spending that is allocated towards evidence-based interventions for each project in the Expenditure Categories required to have evidence-based research.

Recipients are encouraged to reference relevant evidence clearinghouses, among other sources, to assess the level of evidence for their interventions and identify evidence-based models that could be applied in their jurisdiction; such evidence clearinghouses include the U.S. Department of Education's What Works Clearinghouse, the U.S. Department of Labor's CLEAR, and the Childcare & Early Education Research Connections and the Home Visiting Evidence of Effectiveness clearinghouses from Administration for Children and Families, as well as other clearinghouses relevant to particular projects conducted by the recipient.



ATTACHMENT "B"

AMERICAN RESCUE PLAN ACT PUBLIC SERVICE GRANT APPLICATION

PROGRAM OVERVIEW

PROPOSED PROGRAM
TITLE REQUESTED ARPA
FUNDS

PROGRAM DESCRIPTION (between 50 - 250 words)

--

ORGANIZATIONAL INFORMATION

NAME OF
ORGANIZATION
PHYSICAL ADDRESS
MAILING ADDRESS
PHONE NUMBER
WEBSITE

EXECUTIVE
DIRECTOR EMAIL
PHONE NUMBER

PROGRAM
MANAGER EMAIL
PHONE NUMBER
501(c)3 STATUS

DUNS NUMBER
SAM.GOV UNIQUE ENTITY IDENTIFIER
TAX ID NUMBER

	YES		NO

ORGANIZATIONAL HISTORY AND EXPERIENCE

Using only this space below, provide a brief history of the agency, including a description of the history, mission, services of the organization, description and experience of staff, and federal grant management experience:

HAVE YOU PREVIOUSLY APPLIED FOR FEDERAL FUNDING?

YES

NO

DO YOU CURRENTLY OR HAVE YOU EVER RECEIVE FEDERAL FUNDS?

YES

NO

IF YES, HAVE YOU EVER BEEN DENIED OR REQUIRED TO PAY BACK GRANT FUNDING?

DO YOU UNDERSTAND THE FEDERAL REPORTING REQUIREMENTS
REQUIRED FOR THE ARPA FUNDED PROGRAM AND HAVE THE
CAPACITY TO COMPLY WITH PROGRAM CONTROLS AND REPORTING?

(ALN 21.027)

YES

NO

PROGRAM DETAILS

PROPOSED PROGRAM/PROJECT TITLE

PROJECT EXPENDITURE CATEGORY

(See Exhibit A for additional information regarding the project expenditure

categories) PROGRAM OVERVIEW

Using only the space below, provide a narrative of the proposed program to be funded using ARPA funds. Please include a description of the program, total proposed costs, location, residents being served, and correlation to the organization's current programs.

PROGRAM FUNDING AND EXPENDITURES

PROGRAM PROPOSED EXPENDITURES BY YEAR SUMMARY

(The budget summary form (attachment C) must be attached to the application)

EXPENDITURE TYPE	2022	2023	2024	2025	2026	TOTAL
SALARIES AND BENEFITS	\$	\$	\$	\$	\$	\$
DIRECT ASSISTANCE	\$	\$	\$	\$	\$	\$
TECHNOLOGY/EQUIPMENT	\$	\$	\$	\$	\$	\$
SERVICES	\$	\$	\$	\$	\$	\$
SUPPLIES	\$	\$	\$	\$	\$	\$
TRAINING/TRAVEL	\$	\$	\$	\$	\$	\$
UTILITIES	\$	\$	\$	\$	\$	\$
ASSETS/CAPITAL EXPENDITURES	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$

IS ATTACHMENT C ATTACHED? YES NO

FUNDING SOURCES	2022	2023	2024	2025	2026	TOTAL
ARPA	\$	\$	\$	\$	\$	\$
SELF GENERATED REVENUES	\$	\$	\$	\$	\$	\$
STATE FUNDS	\$	\$	\$	\$	\$	\$
OTHER FEDERAL FUNDS	\$	\$	\$	\$	\$	\$
OTHER	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$

ARE OTHER FUNDS GUARANTEED REGARDLESS OF ARPA FUNDING? EXPLANATION FOR FUNDS OTHER THAN ARPA:

WILL THIS PROGRAM GENERATE REVENUE? IF SO, HOW MUCH AND PROVIDE THE TIME FRAME OF WHEN THE REVENUES WILL BEGIN AND END

WILL FUNDS BE LEVERAGED OR USED TO MATCH ANOTHER FUNDING SOURCE?

PROGRAM GOALS AND OBJECTIVES

DESCRIBE HOW THE PROGRAM FULFILLS A PUBLIC NEED THAT HAS BEEN CREATED OR EXUBERATED BY THE COVID-19 PANDEMIC:

THIS PROGRAM AND WHAT IS THE BENEFIT TO THOSE CITIZENS? (See Project Expenditure Category Attachment for categorization of impacted citzines)

HOW WERE THE IMPACTED CITIZENS IDENTIFIED? (QCT, POVERTY LEVEL, OTHER FEDERAL PROGRAM INCLUSION)

WILL YOUR PROGRAM SERVE INDIVIDUALS OR HOUSEHOLDS?

INDIVIDUALS HOUSEHOLDS

APPROXIMATELY HOW MANY WILL BE SERVED?

DESCRIBE THE LOCATION OF THE SERVICES, SUCH AS LIMITATION TO NEIGHBORHOODS, CITIES, OR PARISHWIDE:

DOES THIS PROGRAM FOCUS ON ST. TAMMANY'S IDENTIFIED TARGET AREAS?

YES NO

IF YES, PLEASE SELECTION THE APPROPRIATE AREA:

WEST 30'S NEIGHBORHOOD OF COVINGTON
 BROWNS VILLAGE ROAD AREA OF SLIDELL
 HWY 433/HWY 190 AREA OF SLIDELL

HOW WILL YOUR PROGRAM TARGET INDIVIDUALS LIVING IN THE ABOVE SELECTED AREA(s)? PLEASE DESCRIBE YOUR PLAN BELOW:

IS THIS A NEW OR EXSISTING PROGRAM?

NEW EXSISTING

PROVIDE THE EVIDENCE-BASED RESEARCH USED TO FORMULATE THE PROGRAM:

MEASURED AND MONITORED? WHAT ARE THE INTENDED OUTCOMES? (CLOSING GAPS, UNVIERSAL LEVEL OF SERVICE, MEANINGFUL EQUITY BY RACE, ETHNICITY, OR OTHER DIMENSIONS?)

PROGRAM START DATE

END DATE

DESCRIBE THE PROGRAM'S TIMELINE AND MILESTONES

DESCRIBE THE SUSTAINABILITY OF THE PROGRAM BEYOND ARPA FUNDING:

IF APPLICABLE, PROVIDE THE NAMES AND DESCRIPTIONS OF PARTNER AGENCIES WHICH WILL BE INVOLVED IN THE PROGRAM AND THE NATURE OF THE PARTNERSHIP:

ATTACHMENT "C"
PROPOSED BUDGET DETAIL FORM

	SPECIFIC COST (ITEM/DESCRIPTION)	ARPA REQUEST	OTHER FUNDING SOURCE	OTHER FUNDING AMOUNT	TOTAL AMOUNT (ARPA + OTHER SOURCES)
SALARIES AND BENEFITS					
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
	TOTAL ARPA FUNDS REQUESTED			TOTAL PROGRAM COSTS	

DIRECT ASSISTANCE					
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
	TOTAL ARPA FUNDS REQUESTED			TOTAL PROGRAM COSTS	

TECHNOLOGY / EQUIPMENT					
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
	TOTAL ARPA FUNDS REQUESTED			TOTAL PROGRAM COSTS	

SERVICES					
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
	TOTAL ARPA FUNDS REQUESTED			TOTAL PROGRAM COSTS	

ATTACHMENT "D"

ACKNOWLEDGMENT AND WAIVER

_____ ("Proposer") hereby acknowledges that it has received Request for Proposal No. _____ ("RFP"), issued by the St. Tammany Parish Government, and has been advised that same is not subject to the Louisiana Public Bid Law or the Louisiana Procurement Code. As such, Proposer understands and acknowledges that it has not been granted and otherwise possesses no right to protest, contest, debate or otherwise call in question the processes, procedures, methodology or results of the RFP or the selection of a Contractor in connection therewith.

To the extent that the Proposer may otherwise have any such rights, Proposer herein waives all such rights to protest, contest, debate or otherwise call in question the processes, procedures, methodology or results of the RFP or the selection of a Contractor in connection therewith and agrees it will not file claims of any type or manner, in a court of law or otherwise, in any way related to same.

SIGNED, this _____ day of _____, 202__.

WITNESSES:

Proposer

Printed Name: _____

By: _____
(Signature of Authorized Representative)

Printed Name: _____

Printed Name: _____

Title: _____

STATE OF _____

PARISH/COUNTY OF _____

SWORN TO and subscribed before me, Notary, on this _____ day of _____, 202__.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT “E”

Application Certification

Signatures of Organization Representative with **binding authority** below certify to the following statements:

- Organization has no conflict of interests with Parish appointed or elected representatives and does not employ Parish appointed or elected representatives or their families.
- Organization will comply with federal requirements to be observed by organizations being funded with ARPA funds, including compliance with the U.S. Treasury’s Final Rule reporting requirements
- Authorized official certifies that this ARPA Public Service Grant Application package has been review and all information provided in this application and attachments is true and correct.
- Organization certifies that the proposed program is an allowable activity under the U.S. Treasury’s Final Rule and has effective internal controls to ensure that funding decisions under the ARPA award constitute eligible uses of funds, and document determinations.

Signature of authorized organization representative

Date

Printed Name

Title

Organization

ATTACHMENT "F"
Sample Contract

OMITTED

ATTACHMENT "G"
Insurance Requirements

OMITTED

ATTACHMENT "H"
Sample Reporting and Reimbursement Form

PROJECT EXPENDITURE CATEGORY GROUP	PROJECT EXPENDITURE CATEGORY #	PROJECT EXPENDITURE CATEGORY	STATUS OF COMPLETION	ARPA FUNDS BUDGETED

PROJECT ID #		PROJECT NAME	
---------------------	--	---------------------	--

PROJECT DESCRIPTION

FINANCIAL STATISTICS AS OF 6/30/2022				
EXPENDITURES	CURRENT PERIOD	PRIOR PERIODS	TOTAL EXPENDITURES TO DATE	
ARPA	\$ -	\$ -	\$	-
STATE / FEDERAL GRANTS	\$ -	\$ -	\$	-
OTHER	\$ -	\$ -	\$	-
TOTAL PROJECT	\$ -	\$ -	\$	-

	EARNED CURRENT PERIOD	EXPENDED CURRENT PERIOD	EARNED TOTAL PROJECT	EXPENDED TOTAL PROJECT
PROGRAM REVENUE	\$ -	\$ -	\$ -	\$ -

PROJECT STATUS				
PHASE	START DATE	(PROJECTED / ACTUAL)	COMPLETION DATE	(PROJECTED / ACTUAL)
OPERATIONS/PROGRAM				

STATUS NARRATIVE

PROJECT DEMOGRAPHIC DISTRIBUTION - PRIMARILY POPULATIONS SERVED

USE OF EVIDENCE

PERFORMANCE REPORT

ADDITIONAL REPORTING REQUIREMENTS

BASE LINE REPORT (ALL PROGRAMS MUST COMPLETE THE FOLLOWING QUESTIONS)

Defined Term	Definition
Subrecipient TIN	The Subrecipient's Internal Revenue Service (IRS) Taxpayer Identification Number NOTE: Sub-recipients must provide one of the following numbers: -UEI, or -TIN
Subrecipient Name	The name of the Subrecipient.
POC Email Address	The email address of the primary point-of-contact for the Subrecipient.
Subrecipient SAM.gov Registration	Confirmation that the Subrecipient is registered in SAM.gov
In its preceding fiscal year, did recipient receive 80% or more of its annual gross revenue from federal funds?	Confirmation that the proportion of the Subrecipient's federal funding-to-total annual gross revenue for the preceding fiscal year is at least 80%
In the preceding fiscal year, did recipient receive \$25 million or more of its annual gross revenue from federal funds?	Confirmation that the Subrecipient's total annual gross revenue from federal funding across all programs for the preceding fiscal year is greater than \$25 million.
Is the "total compensation" for the organization's five highest paid officers publicly listed or otherwise listed in SAM.gov?	Confirmation that qualifying Subrecipient's publicly identify their top five highest compensated executives or have it listed in their SAM.gov profile, if No please provide names and compensation for top 5 executives.
Executive Name (5 highest paid officers)	The legal name belonging to one of the five highest paid executives, officers, or employees of the Subrecipient.
Total Compensation Executive (5 highest paid offices)	The Total Compensation, as defined in 2 CFR part 170.330, earned by the five highest paid executives, officers, or employees of the Subrecipient.

ADDITIONAL REPORTING REQUIREMENTS BY PROJECT EXPENDITURE CATEGORY

Defined Term	Definition
1.9 and 2.34	
Non-Profits Served	Number of Non-Profits served (by program if recipient establishes multiple separate non-profit assistance programs)
1.11 & 2.10	
Workers enrolled in sectoral job training programs	Number of workers enrolled in sectoral job training programs
Workers completing sectoral job training programs	Number of workers completing sectoral job training programs
People participating in summer youth employment programs	Number of people participating in summer youth employment programs
2.1 - 2.8	
Number Households Served	Number of households served (by program if recipient establishes multiple separate household assistance programs)
2.11 - 2.14	
Children served by childcare and early learning services (pre- school/pre- K/ages 3-5)	Number of children served by childcare and early learning services (pre-school/pre- K/ages 3-5)
Families served by home visiting	Number of families served by home visiting
2.15 - 2.18	
Households receiving eviction prevention services	Number of households receiving eviction prevention services (including legal representation)
Affordable housing units preserved or developed	Number of affordable housing units preserved or developed
2.24 - 2.27	
The National Center for Education Statistics ("NCES") School ID or NCES District ID	The National Center for Education Statistics ("NCES") School ID or NCES District ID. Separate IDs with commas for multiple entries.
Capital Expenditures:	
Does this project include a capital expenditure?	If this project includes a capital expenditure, select one of the valid predefined responses from the picklist: "Yes" "No"

ATTACHMENT "J"
HOLD HARMLESS AGREEMENT

OMITTED

**ATTACHMENT "K"
AFFADAVITS**

OMITTED

ATTACHMENT "L"
Sample Scoring Matrix
RFP # 22-18-3
AMERICAN RESCUE PLAN ACT
PUBLIC HEALTH – NON-PROFIT PROGRAM

Vendor/Business Name _____

Evaluator's Name _____

CRITERIA	POSSIBLE POINTS	ASSIGNED POINTS	COMMENTS
Compliance with the RFP	15pts		
Understanding of the Project	10pts		
Approach to the Project	10pts		
Ability to perform within the stated timeframe	20pts		
Qualifications of the Proposer, including, but not limited to, its experience and personnel assigned to the projects	20pts		
Overall costs and fees to be charged	10pts		
Proposal quality and references	15pts		

Vendor Total **100pts**

Signature of Evaluator: _____

Date: _____

**ATTACHMENT “M”
Federal Requirements**

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), 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.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, [3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, 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 ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). 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. 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. The contracts 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 ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient 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 the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [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, each contractor must be 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.

(F) 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.

(G) [Clean Air Act](#) (42 U.S.C. [7401-7671q](#).) and the [Federal Water Pollution Control Act](#) (33 U.S.C. [1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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).

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

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - 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.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]