



LAFOURCHE PARISH SHERIFF'S OFFICE

RFQ # LPSO137-2024

Hurricane Ida Architectural/Engineering Services Request for Statements of Qualifications



AUGUST 16, 2024 @ 2:00 PM



RFQ Number LPSO137-2024
RFQ Title Hurricane Ida Architectural and Engineering Services

RFQ Start Date July 22, 2024

RFQ End Date August 16, 2024

RFQ Contact: Vicky Hebert
Purchasing Manager
Purchasing
985 -449-4436
vicky-hebert@lpsso.net

RFQ Comments: The Lafourche Parish Sheriff's Office is requesting the submission of Statements of Qualifications from qualified architectural and/or engineering firms to complete the needed design services required in the repair/restoration/reconstruction of LPSO facilities damaged as a result of Hurricane Ida.

ONLY ELECTRONIC RESPONSES will be received until 2:00 P.M., CDST, ON **AUGUST 16, 2024**, at which time all responses shall be opened at Lafourche Parish Sheriff's Office, 200 Canal Boulevard, Thibodaux, Louisiana 70301 (985) 449-4436. Persons requiring reasonable accommodations to participate in this procurement process are requested to contact Vicky Hebert at (985) 449-4436 or by email at vicky-hebert@lpsso.net no less than five (5) days prior to the deadline for submission to discuss their particular needs.

RESPONSES RECEIVED AFTER 2:00 p.m. CDST will not be considered. The attached document contains a description of the services to be rendered and the qualifications required to be met.

Statements of Qualifications are to be submitted **ELECTRONICALLY** online at www.publicpurchase.com. Your electronic response, **MUST** include the required forms listed on the RFQ Checklist.

RESPONSES WILL NOT BE ACCEPTED IN PAPER FORMAT.

Responses submitted electronically must, when required, include a digital signature as required by Louisiana State Law.



Before submitting your response, verify all required forms on the RFQ Checklist are completed and included with submission. (Checklist can be found on the page 8 of this solicitation.)

Attachments to this Solicitation:

Scope of Work	Page 9
Attachment A	Insurance Requirements, Page 13
Attachment B	Evaluation Criteria, Page 16
Attachment C	Non-Solicitation and Unemployment Affidavit, Page 17
Attachment D	Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions, Page 18
Attachment E	Instructions for Certification, Page 19
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Attachment G	RFQ Response Form, Page 21
Attachment H	FEMA Required Contract Compliance Provisions, Page 27

Publish Date: July 22, 2024 and July 29, 2024



General Terms and Conditions

ELECTRONIC statements of qualifications are to be submitted online at www.publicpurchase.com no later than 2:00 PM, CDST, on Friday, August 16, 2024. **Late responses will not be accepted.**

Please read the entire solicitation. All responses are subject to these general terms and conditions and any special conditions and specifications contained herein and shall be made a part of a response to this solicitation for statements of qualifications.

By utilizing the **RFQ Checklist**, provided in this solicitation, you will ensure that your response is in compliance with the Lafourche Parish Sheriff's Office's requirements.

Submission of Statements of Qualifications

In accordance with LRS 38:2212.1(4) (a), the Lafourche Parish Sheriff's Office offers respondents the ability to respond to this solicitation **electronically**. Responses will be accepted in **electronic** form online at www.publicpurchase.com. Firms interested in submitting a response electronically must register through publicpurchase.com (fees may apply).

Responses submitted electronically must, when required, include a digital signature as required by Louisiana State Law.

This solicitation has been designated as an Electronic Solicitation only. RESPONSES WILL NOT BE ACCEPTED IN PAPER FORMAT.

The respondent is solely responsible for the timely delivery of its response to this solicitation. Failure to meet the deadline date & time shall result in rejection of the response.

Calendar of Events:

Deadline to submit written inquiries: July 26, 2024

Deadline to answer written inquiries: August 2, 2024

Deadline for Submission: August 16, 2024, 2:00 p.m., CDST

NOTE: Lafourche Parish Sheriff's Office reserves the right to revise the Calendar of Events. Revisions to this solicitation, if any, will be formalized by the issuance of an addendum to this solicitation before the submission deadline.

Inquiries:

The Lafourche Parish Sheriff's Office shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of the agency customers. The Sheriff's Office reasonably expects and requires responsible and interested respondents to conduct an in-depth review and submit inquiries in a timely manner.



An inquiry period is hereby firmly set for all interested respondents to perform a detailed review of the solicitation and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the respondent, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the Inquiry Deadline date set forth in the Calendar of Events section of this solicitation. Only those inquiries received by the established deadline shall be considered by the Lafourche Parish Sheriff's Office. Inquiries received after the established deadline shall not be entertained.

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

Lafourche Parish Sheriff's Office
Attention: Vicky Hebert
200 Canal Boulevard
Post Office Box 5608
Thibodaux, Louisiana 70302
E-Mail: vicky-hebert@lpsonet
Phone: (985) 449-4436
Fax: (985) 447-1854

Only the person identified above, or their designee has the authority to officially respond to a respondent's questions on behalf of the Sheriff's Office. Any communications from other individuals are nonbinding to the Sheriff's Office.

An addendum will be issued and posted www.publicpurchase.com, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all solicitation 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 respondent as a result of any oral discussions with any Sheriff's office employee or consultant. It is the respondent's responsibility to check the Public Purchase website frequently for any possible addenda that may be issued. The Lafourche Parish Sheriff's Office is not responsible for a respondent's failure to download any addenda documents required to properly submit a response to this solicitation.

Insurance Requirements

See Attachment A for insurance requirements.

Compliance with FEMA-Required Contract Provisions

All respondents are strongly encouraged to closely review Attachment H-FEMA-Required Contract Provisions, which will be made a part of the contract for services. Failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.



Right to Reject

The Lafourche Parish Sheriff's Office reserves the right to reject any and all submissions in whole or in part and to waive any and all formalities in the best interest of the Lafourche Parish Sheriff's Office. Lafourche Parish Sheriff's Office has the right to prohibit awards with individuals convicted of certain felony crimes.

Cancellation of Contract

Respondents are advised that, if selected, the Lafourche Parish Sheriff's Office has the right to terminate a contract immediately for any of the following reasons: (A) Misrepresentation by the contractor, (B) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the Lafourche Parish Sheriff's Office; (C) Conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (D) Abusive or belligerent conduct by contractor towards an employee or agent of the Sheriff's Office; (E) Contractor's intentional violation of the public bid law and its corresponding regulations, or (F) any reason for debarment.

Governing Law, Venue

All disputes will be governed in accordance with the laws of the State of Louisiana. All issues shall be resolved in the 17th Judicial District Court, Lafourche Parish, Louisiana.

Indemnity

Respondents are advised that, if selected, the Firm will be required to agree, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the Sheriff's Office, its officers, its agents or its employees from and against all claims and actions for bodily injury, death, or property damages caused by the fault of the, its officers, its agents, or its employees.

The selected Firm will be obligated to indemnify only to the extent of the fault of the Firm, its officers, its agents, or its employees. However, the selected Firm shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the Sheriff's Office, its officers, its agents, or its employees.

Anti-Lobbying and Debarment Act

The contractor will be expected to comply with federal statutes in the anti-lobbying act and the debarment act.

Certification of No Federal Suspension or Debarment.

Respondents must certify that their company, any Subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in accordance with the requirements in "audit requirements in Subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (formerly OMB Circular A-133).



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

The selected firm and its subcontractors will be required to be registered in the System for Award Management (SAM) prior to contract execution.

In accordance with Louisiana Law, all corporations (see LA R.S. 12:262.1) and Limited Liability Companies (see LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State.

Contractual Period

The Lafourche Parish Sheriff's Office intends to award this contract for an initial period of two (2) years with the option to renew for an additional twelve months (12). The contract shall not exceed thirty-six (36) months total.



RFQ CHECKLIST

Check off each line. Items in **bold** are required to be returned as part of your submission.

- Responder has read the "Attachment H, FEMA-Required Contract Provisions."
- Responder has reviewed "Attachment A-Insurance Requirements" and will provide the required certificates of insurance in accordance with the submission requirements detailed in this solicitation if selected.
- Attachment G- RFQ Response Form**
- Respondent has reviewed the required certifications contained in Attachments C, D, and F and will submit fully executed certifications, if selected.



Hurricane Ida Architectural/Engineering Services Scope of Work

BACKGROUND/OVERVIEW.

On August 29, 2021, Hurricane Ida made landfall at Port Fourchon, Lafourche Parish, Louisiana, as a Category 4 Hurricane resulting in significant and devastating damages. The Lafourche Parish Sheriff's Office (LPSO), in consideration of the damages to the structures it either owns or occupies, coupled with its intent to utilize FEMA PA and other state and federal assistance in the rebuilding effort, is seeking an experienced, qualified firm to provide architectural/engineering services for multiple diverse reconstruction projects scheduled for implementation within the next year. The current structures for which the requested services will be provided may include the following:

Transitional Work Program (Permanent Repairs/Reconstruction)
1156 U. S. Hwy. 90 East
Raceland, Louisiana

Criminal Operations Center
805 Crescent Avenue
Lockport, Louisiana

Shooting Range
3451 Highway 182
Raceland, Louisiana

South Lafourche Substation
102 West 91st Street
Cut Off, Louisiana

Law Enforcement Complex
1300 Lynn Street
Thibodaux, Louisiana

Funding will be delivered through the several sources including but not limited to insurance proceeds, FEMA PA, and other local, state, and federal programs. Accordingly, respondents are obligated to comply with applicable federal and state laws and regulations, as well as with the LPSO Hurricane Ida Procurement Policy and Procedures. In addition, respondents are obligated to comply with all municipal, parish, and Louisiana state codes, ordinances, laws, and regulations, as well as the general terms and contract conditions required by FEMA (See Exhibit H) and any other source of federal funding to be used in the completion of a repair/reconstruction project.

The successful respondent must demonstrate in its response that it has assembled adequate professional staff and has the capacity to implement multiple projects within 6 months of contract execution. Similarly, the successful respondent must demonstrate in its response that the firm (and its subconsultants) have experience in designing projects under the various local, state, and federal



plan review processes. Team members will likely consist of architects, civil engineers, land surveyors, geotechnical engineers, and other specialty resilient design consultants.

The procedures for the selection of the firm will be in accordance with the procurement requirements of the Lafourche Parish Hurricane Ida Procurement Policies and Procedures. All responses received will be evaluated in accordance with the selection criteria and corresponding point system identified herein (See Attachment B).

The Lafourche Parish Sheriff's Office will begin contract negotiations with the respondent obtaining the highest total score in the evaluation process. The agreement will be **task order driven, fixed fee** agreement, with fees, performance schedules, and payment terms to be negotiated with the selected respondent.

SCOPE OF WORK

The Lafourche Parish Sheriff's Office is soliciting qualification statements from qualified architectural/engineering firms to provide design and related services for the restoration/repair/reconstruction of LPSO occupied and/or owned structures damaged by Hurricane Ida. The scope of work to be completed includes but may not be limited to the following:

1. Provide all necessary engineering, design, topographic survey, geotechnical investigations, and related services required for the preparation of construction documents including plans, specifications, and cost estimates.
2. Submit plans and specifications to appropriate agencies, if applicable, for approval. Delivery of construction documents including final plans, specifications, bid documents and opinion of construction costs shall be submitted within specified time limits.
3. In the event acquisition of property/servitudes/rights-of-way by the LPSO is required to facilitate the project, prepare property boundary maps and legal descriptions of each parcel to be acquired.
4. Assist and work with the LPSO staff and assigned consultant(s) in the completion of the construction bid package in conformance with applicable federal funding program requirements and supervising the bid advertising, tabulation, and award process, including preparing the advertisements for bids, conducting the bid opening, and issuing the notice to proceed.
5. Assist in conducting the preconstruction conference(s).
6. Provide construction phase administration services.
7. Field staking, on-site observation of construction work, and preparing inspection reports.
8. Review and approve all contractor requests for payment and submit approved requests to the LPSO for payment.



9. Prepare and submit all applications for the various permits to federal and state agencies, on an as-needed basis.
10. Work with the LPSO in providing the needed documents to facilitate environmental clearance on those projects funding in whole or part with federal funding.
11. Conduct final inspection and testing.
12. Submit certified as-built drawings to the LPSO.
13. Attend any project meetings as necessary to complete project successfully.

All responses must include the following:

1. Identification of all team member firms and brief history of each firm comprising the team responding to the solicitation for prime and each subconsultant).
2. Complete list of any federally funded projects which the respondent has provided architectural/engineering services, including the name and address of the grantee, grantee contact name, telephone number and email address, the type of project, the total amount of funding, and the year of award (past 10 years).
3. Complete list of similar projects which the respondent has prior architectural/engineering experience, including the name and address of the owner, owner contact name, telephone number and email address, the type of project, and the total amount of funding (past 10 years).
4. A narrative to demonstrate capacity and methodology for timely completion of design and bidding documents.
5. Submissions must address each criterion for evaluation in the order listed in Attachment B, Evaluation Criteria.



6. **Submittals Required Upon Provisional Award.** Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the submittal to be rejected as non-responsive.
 - a. Attachment A, Insurance Requirements.
 - b. A current, fully executed Taxpayer Identification Number (W-9).
 - c. Documentation of registration with the System for Award Management (SAM) at sam.gov.
 - d. Attachment C, Non-Solicitation and Unemployment Affidavit.
 - e. Attachment D, Certification Regarding Debarment, Suspension, and other Responsibility Matters Primary Covered Transactions.
 - f. Attachment F, Certification Regarding Lobbying.

7. **Attachment I- FEMA-Required Contract Provisions.** Respondents are requested to closely review Attachment I, FEMA-Required Contract Provisions in the event of contract award.

MONTHLY INVOICES

Certified itemized invoices to the LPSO for the payment of these services shall be submitted to the Purchasing Manager by the 10th day of each month. All invoices must total a minimum of \$1,500.00 to be processed.

PROJECT SCHEDULE

The selected firm will develop an overall project schedule and provide monthly updates with each invoice.

AWARD

This award will be made to the responsible consultant/sub-consultant team whose proposal is determined in writing to be the most advantageous to the LPSO, taking into consideration a review of the Evaluation Criteria set forth in this solicitation. The LPSO reserves the right to enter into a contract deemed to be in its best interest. The LPSO also reserves the right to reject any and all proposals for just cause and to award to multiple respondents.

DISCLOSURE

The firm must disclose whether it provides services or pays commissions to any employee or elected official of the LPSO. If so, the company must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.



Attachment A
Insurance Requirements

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

4. Umbrella or Excess Coverage

Umbrella or Excess Coverage may be purchased to reach the required limits.

5. Deductibles

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

B. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees, and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees, and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.



2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees, and volunteers for losses arising from work performed by the Contractor for the Agency.

3. Professional Liability with a minimum limit of \$2,000,000.

All required insurance certificates shall be submitted to the Chief Financial Officer within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the LPSO shall be cause for the submittal to be rejected as non-responsive. Consultant shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract. All policies must have a thirty (30) day non-cancellation clause giving the LPSO thirty (30) days prior written notice in the event a policy is changed or canceled.

4. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees, and volunteers.

C. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

D. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. 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 the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:



Lafourche Parish Sheriff's Office
200 Canal Blvd.
P. O. Box 5608
Thibodaux, LA 70302

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.



**Attachment B
EVALUATION CRITERIA**

- 1. Specialized Experience/Knowledge of the Firm or Assigned Professionals in undertaking the requested services (past 5 years). 0 – 30 points**
Considerations:

 - Depth of Skills; Is the experience of the firm team sufficient to meet the needs of the LPSO.
 - Listing of similar successful projects in response to a disaster.
 - Innovative concepts successfully used on other similar projects.

- 2. Prior experience in the completion of similar architectural/engineering projects (past 5 years). 0 – 25 points**
(Please identify each Project, including the name and address of the public agency, contact name, telephone number and email address, the type of project, and the total project cost.)
Considerations:

 - Other projects that would demonstrate similar design and permitting type challenges.

- 3. Experience of the Firm or Assigned Architect/Engineer with FEMA PA funded projects or other Federal Programs. 0 – 25 points**
(past 5 years)
(Please identify each disaster-related project, or other federally funded project, including the name and address of the grantee, grantee contact name, telephone number and email address, type of project, total amount of funding, and the year of award)
Considerations:

 - Number & Type of federally funded Projects;

- 4. Capacity for timely completion of work. 0 – 20 points**
Considerations:

 - Current staffing capacity of the firm;
 - Current workload as compared to current staffing (firm and team members);
 - Approach and methodology for completion of engineering design in a timely manner.

- TOTAL POSSIBLE POINTS 100 POINTS**



Attachment C
NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT
(Pursuant to La. R.S. 38:2224 and La. R.S. 23:1726(B))
(To Be Executed at Time of Contract Award)

STATE OF _____
PARISH/COUNTY OF _____

Before me, the undersigned authority, came and appeared,

I, _____, the owner/authorized representative of

Company/Individual/Legal Entity Name

who, being first duly sworn, deposed and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Contractor nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above-named Contractor, if awarded, continually affirms that no part of the contract price received by Contractor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services were in the regular course of their duties for Contractor.

The above-named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Lafourche Parish Sheriff's Office, Post Office Box 5608, Thibodaux, Louisiana 70302, no later than five business days after contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

Table with 2 columns: Signatory Information and Notary Information. Includes fields for Signature, Printed Name, Title, Project Name/Number, Date, Notary Signature, Printed Notary Name, Notary/Bar Roll Number, and My Commission is for/expires on.

Attachment D



Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

(To Be Executed at Time of Contract Award)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or Voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) Terminated for cause of default.
(2) Where the Prospective primary participant is unable to certify to any of the statements in this Certification, such prospective primary participant shall attach an explanation to this proposal

Business Name:

Date _____ By _____

Name & Title of Authorized Representative

Signature of Authorized Representative



Attachment E
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to check the Non-Procurement List
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



Attachment F
"APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
(To Be Executed at Time of Contract Award)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

"The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any. Signature of Contractor's Authorized Official.

Name and Title of Contractor's Authorized Official:

Name Title

Signature Date



**ATTACHMENT G
RFQ RESPONSE FORM
(To Be Submitted as Part of the Statement of Qualifications)**

- 1. Firm, as registered with the Louisiana Secretary of State and mailing address of the office to perform the work:

- 2. Name, Title, Telephone Number, and email address of the official with signing authority:

- 3. Name, Title, Telephone Number, email address, registration number of full time LA licensed architect and/or engineer in responsible charge of the services to be rendered:

- 4. I certify that the following information is accurate and complete to the best of my knowledge (Must be same person as is listed in Question 3):

Signature Date



5. Full-time Personnel on the Firm's Payroll located at the primary work location identified in Question 1:

Architects with current Louisiana licenses: _____

Civil Engineers with current Louisiana P.E. registration: _____

Environmental Engineers with current Louisiana licenses: _____

Land Surveyors with current Louisiana P.L.S. registration: _____

Designers/Draftsmen: _____

Other Personnel Not included in the above categories: _____

Total Personnel at Primary Work Location (Sum of All Listed Above) _____

6. Full-time Personnel on the Firm's Payroll **not** located at the primary work location to be used on the project:

Architects with current Louisiana licenses: _____

Civil Engineers with current Louisiana P.E. registration: _____

Environmental Engineers with current Louisiana licenses: _____

Land Surveyors with current Louisiana P.L.S. registration: _____

Designers/Draftsmen: _____

Other Personnel Not included in the above categories: _____

Total Personnel at Primary Work Location (Sum of All Listed Above) _____

7. Do you currently have sufficient staff to perform the requested services in a timely manner?
_____ Yes _____ No

8. Identify the element of work (as defined in this solicitation) and the percentage of the element to be performed by the firm.



9. Do you intend to use subconsultant(s)? _____ Yes _____ No
(NOTE: All subconsultants/associates listed in response to this solicitation must attach a completed and signed Attachment G—RFQ Response Form.)

a. Name and Address of Subconsultant #1:

b. Identify the element of work (as defined in this solicitation) and the percentage of the element to be performed by the subconsultant:

c. Worked with the prime before: _____ Yes _____ No



a. Name and Address of Subconsultant #2:

b. Identify the element of work (as defined in this solicitation) and the percentage of the element to be performed by the subconsultant:

c. Worked with the prime before: _____ Yes _____ No

a. Name and Address of Subconsultant #3:

b. Identify the element of work (as defined in this solicitation) and the percentage of the element to be performed by the subconsultant:



c. Worked with the prime before: _____ Yes _____ No

Please attach additional pages for additional subconsultants, as needed.

8. Staffing Plan. Please provide a diagram showing all personnel specifically assigned to each work element of the requested scope of services, their duties, and immediate supervisors. The Staffing Plan should also include the same information for subconsultants, if applicable.
9. Please provide a brief resume of key persons anticipated to provide the services requested in this solicitation. The resume must provide the following information:
 - Name, Title, and Domicile.
 - Position Assignment for Services to be Rendered under this Solicitation.
 - Name of Firm by which Employed Full Time.
 - Education, Degree(s), Years of Experience/Specializations.
 - Active Registration/Years Registered/Branch/State/License No.
 - Specific Experience and Qualifications Relevant to the Services Requested.



ATTACHMENT H

FEMA REQUIRED CONTRACT COMPLIANCE PROVISIONS

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FEMA REQUIRED CONTRACT COMPLIANCE PROVISIONS

1. Equal Employment Opportunity.

The regulation at 41 C.F.R. §60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, requires during the performance of this contract, the contractor agrees as follows:

- a. 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:
 - i. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.



- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor 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.”

2. Davis Bacon/Copeland “Anti-Kickback” Act.

Where applicable, the contractor will comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). As required, 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 FEMA. 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 FEMA.

3. 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.



4. 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. Clean Air Act and Federal Water Pollution Control Act.

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

The contractor agrees to report each violation to the Lafourche Parish Sheriff's Office and understands and agrees that the Lafourche Parish Sheriff's Office will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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

"Federal Water Pollution Control Act"

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The contractor agrees to report each violation to the Lafourche Parish Sheriff's Office and understands and agrees that the Lafourche Parish Sheriff's Office will, in turn, report each violation as required to assure notification to the Governor's Office of Homeland Security and Emergency Preparedness, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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

6. 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.

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).



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

This certification is a material representation of fact relied upon by the Lafourche Parish Sheriff's Office. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Lafourche Parish Sheriff's Office, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

8. Procurement of Recovered Materials.

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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



9. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
- b. *Prohibitions.*
 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- c. *Exceptions.*
 1. This clause does not prohibit contractors from providing:
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.



2. By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
 - iii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

- d. *Reporting requirement.*
 1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

 2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

10. Domestic Preferences for Procurements.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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



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

11. Access to Records.

“The Contractor agrees to provide to the Lafourche Parish Sheriff's Office, the Governor's Office of Homeland Security (GOHSEP), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Lafourche Parish Sheriff's Office and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

12. Changes to Contract. The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

13. Department of Homeland Security (DHS) Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.”

14. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgment of Federal Funding. The contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

15. No Obligation by Federal Government. The contractor acknowledges 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.

16. 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.”



Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible."

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- a) Any party to this Contract, when expending any Federal funds received under this Agreement, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this Contract.

- b) Affirmative steps must include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

17. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the Lafourche Parish Sheriff's Office, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Lafourche Parish Sheriff's Office or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Lafourche Parish Sheriff's Office data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Lafourche Parish Sheriff's Office.



18. Breach of Contract Terms

Any violation or breach of terms of any contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of the contract or such other action that may be necessary to enforce the rights of the parties of the contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

19. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in any contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

20. Personnel.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under any Contract.

21. Assignability.

The Contractor shall not assign any interest in any Contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under the Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

22. Interest of Contractor

The Contractor covenants that he/she presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of any Contract no person having any such interest shall be employed.

23. Political Activity.

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.