

REQUEST FOR PROPOSAL

Provide Professional Consulting Services to Update
Development Related Ordinances and Design Guidelines for a
Comprehensive Unified Development Code (UDC)



RFP No.: **0502**

Proposal Receipt Date: **June 6, 2025**

Proposal Receipt Time: **3:30 p.m.**

Jefferson Parish
Department of Purchasing
200 Derbigny Street, Suite 4400
Gretna, LA 70053
(504) 364-2678

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REQUEST FOR PROPOSAL FOR UNIFIED DEVELOPMENT CODE (UDC) COMPREHENSIVE UPDATE

1.1 Background

This Request for Proposal (RFP) seeks firms to complete a comprehensive update to/ re-write of Ch. 33 of the Code of Ordinances, commonly referred to as the Unified Development Code (UDC) of Jefferson Parish, and incorporate all of Ch. 40, Zoning into Ch. 33.

The “Unified Development Code (UDC) Comprehensive Update” planning project is funded by Community Development Block Grant- Disaster Recovery (CDBG-DR) funds under the *Resilient Communities Infrastructure Program (RCIP)*, granted to Jefferson Parish by the Louisiana Office of Community Development–Disaster Recovery (“LOCD-DR”). RCIP was established under the *State’s Action Plan for the Utilization of CDBG-DR Grant Funds in Response to 2020 and 2021 Federal Declarations Disasters*¹ and ensuing Action Plan Amendments. Through RCIP the state and Parish seeks to address unmet needs in the area of infrastructure across impacted areas in order to expand upon and improve resilient communities. The goal is to reduce the overall risk to the population and structures from future hazard events, while also reducing reliance on federal funding in future disasters.

Jefferson Parish seeks the professional services from experienced firms qualified to:

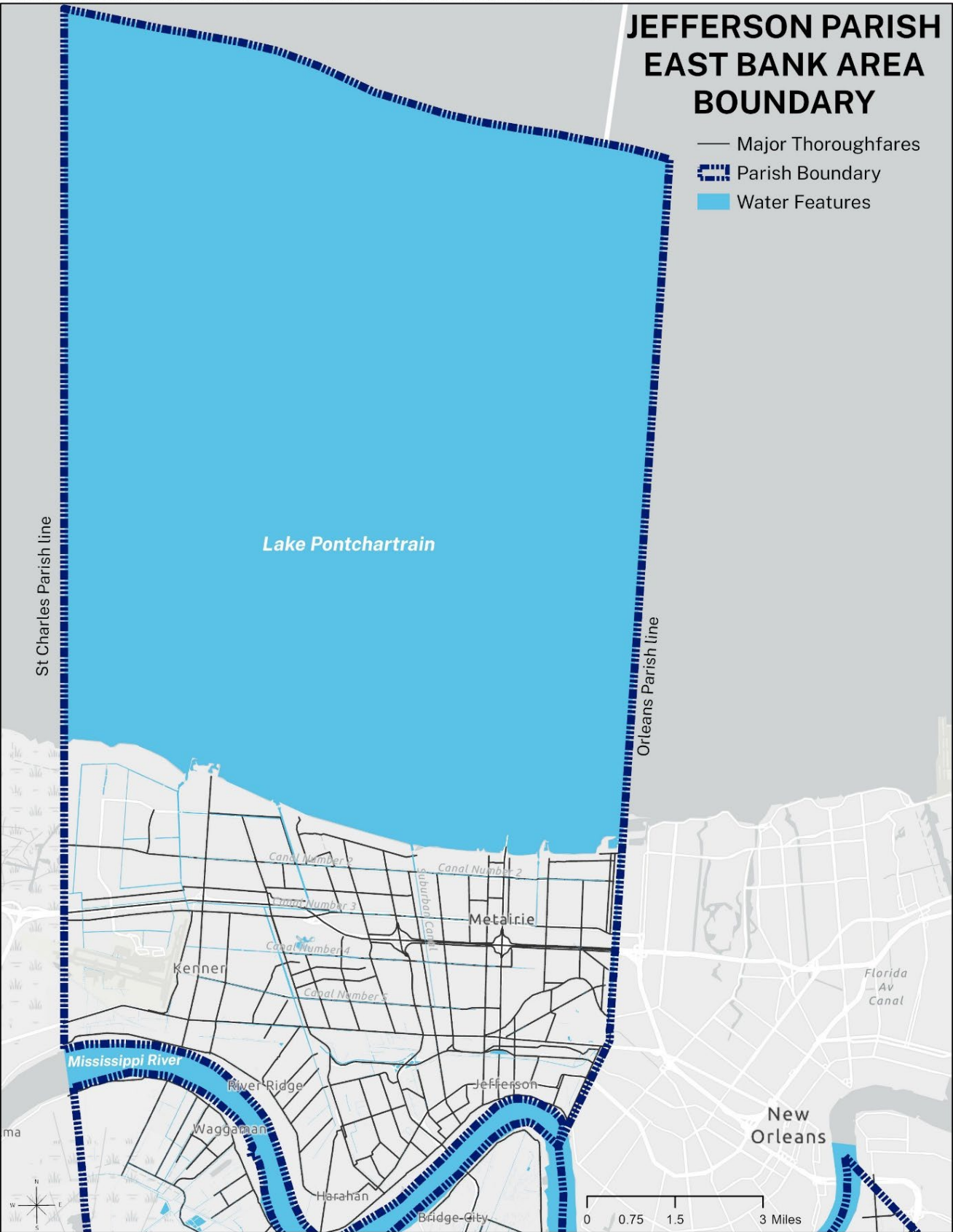
- Complete an analysis of the Parish’s Unified Development Code including a gap analysis to identify existing code conflicts and deficits, an audit of the existing code, and establishment of a framework for the new development code;
- Establish of consensus driven process, involving extensive public and stakeholder engagement, to identify priorities for new development and redevelopment;
- Create new, consolidated land development regulations to be considered by the Parish Council; and
- Develop a community engagement plan that can be applied to significant development or initiatives in Jefferson Parish.

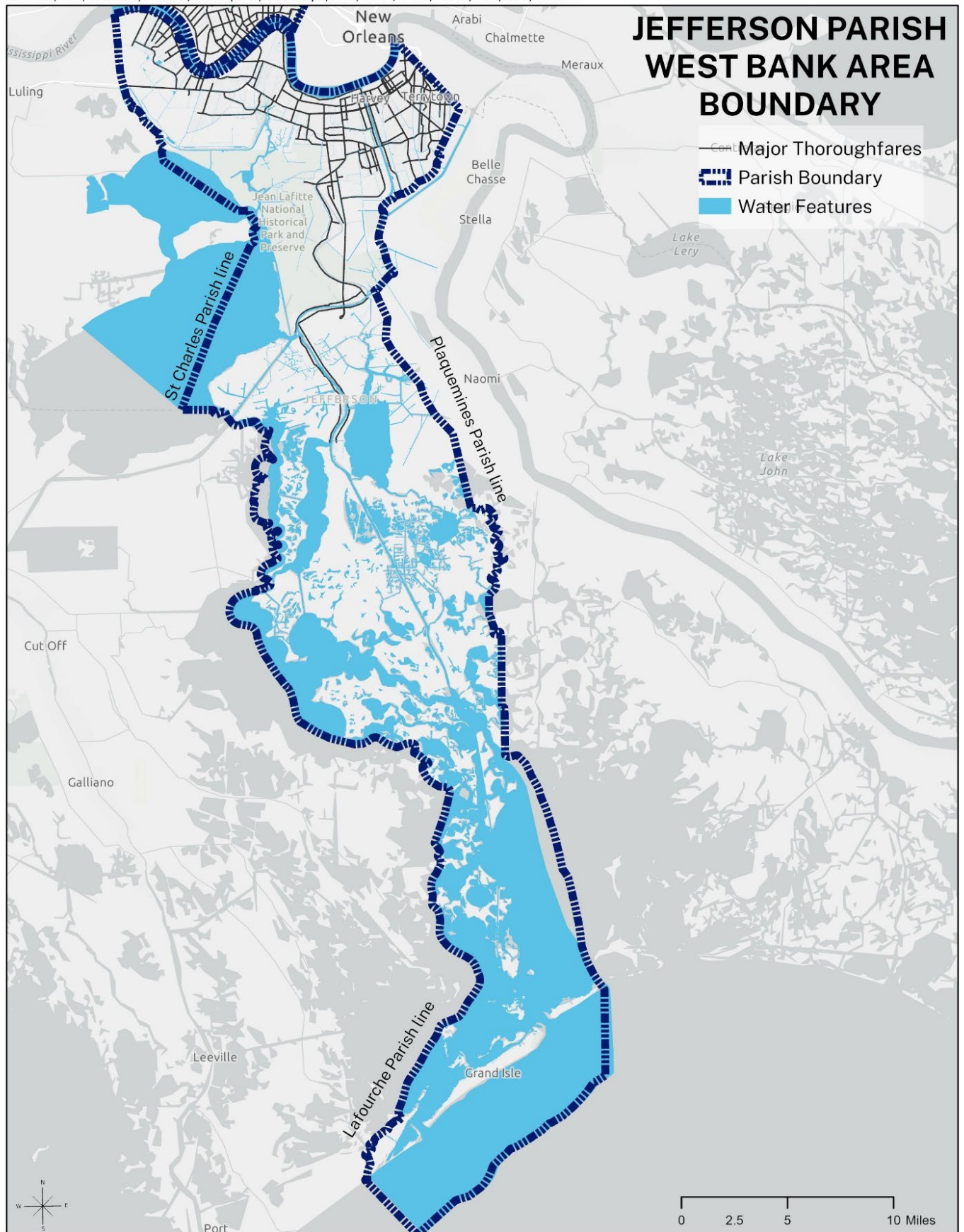
1.1.1 Overview of Jefferson Parish, LA

Established in 1825, Jefferson Parish, Louisiana was named in honor of America's third president and author of the Declaration of Independence, Thomas Jefferson, commemorating his role in purchasing the Louisiana territory from France in 1803. The settlement of Jefferson Parish dates back to the 1600's, as seen in excavations within the boundaries of the Barataria Preserve of Jean Lafitte's National Park. Native American tribes, including ancestors of the area's Houma Indians, were found throughout Jefferson. French colonists began farming, soon joined by Spaniards, Germans, Africans and settlers from the Canary Islands. Later groups included Acadians (Cajuns) resettling from elsewhere in Louisiana, as well as Italians, Chinese and later Hispanic and Vietnamese immigrants.

¹ Action Plan link: [2020-2021 Storms Action Plans - Louisiana Division of Administration](#); Louisiana Office of Community Development website.

Located immediately west of the city of New Orleans, Jefferson Parish, a parish in Louisiana is the same as a county in other states, is an entity in its own right. With a population of approximately 431,270 residents in a metro area of almost 1.4 million, Jefferson Parish is located in southeast Louisiana, with land area of 296 square miles and water area of 370 square miles, totaling in 665 square miles. Jefferson Parish stretches 60 miles between the south shore of Lake Pontchartrain and the shores of the Gulf of Mexico, thus resulting in a diverse topography which consists of natural land ridges, bayous, swamps, lakes, bays and islands. The Mississippi River bisects the parish into two parts that are locally termed as the East Bank and West Bank. The East Bank of Jefferson Parish is generally North of the Mississippi River and is composed of the unincorporated areas of Metairie and Jefferson, primarily, and the incorporated cities of Kenner and Harahan. The West Bank of Jefferson Parish, located south of the Mississippi River, contains the unincorporated areas of Marrero, Harvey, Terrytown, Crown Point, Lafitte and Waggaman, while Gretna, Westwego and Jean Lafitte are incorporated. The incorporated Town of Grand Isle, located on a barrier island in the Gulf of Mexico, forms the parish's southernmost boundary.





1.1.2 Parish Government Structure

As previously mentioned, Jefferson Parish was established in 1825 and named in honor of Thomas Jefferson. From 1825-1834, district judge and 12 commissioners administered Parish affairs. From 1834 to 1958, a Police Jury governed. In 1958, voters approved Home Rule Charter, replacing the Police Jury with the Parish Council and Parish President.

The Parish is governed by a Parish President who carries out the policies adopted by the Council, the legislative body of the Parish. As Chief Administrative Officer, the Parish President supervises all Parish operations except for the offices of the Jefferson Parish Sheriff, Clerk of Court, Assessor, Coroner, District Attorney, and the Public School Board. These agencies are legally separate from the Parish Council. The Council, composed of two council members at large and five district council members, levies taxes, special assessments, service charges, and license fees.

Each council member appoints a member to the Planning Advisory Board (PAB). The PAB acts in an advisory capacity to the Parish Council in conformance with the Charter, Code, and state law. The PAB:

- Conducts public hearings.
- Reviews recommendations of the planning director concerning legislative land use actions and makes recommendations to the Council.
- Reviews the comprehensive plan for the social, economic, and physical development of the Parish.
- Make recommendations upon all other items referred to it by the parish council.

The Planning Department effectively manages the parish's planning functions, responsibly conducts development reviews, and clearly understands the needs and concerns of the stakeholders who are invested in the planning development review processes. In expertly administering the parish's adopted policies and regulations for land use and development, the Planning Department presents a customer service ethic that is successful in meeting both public and private sector goals.

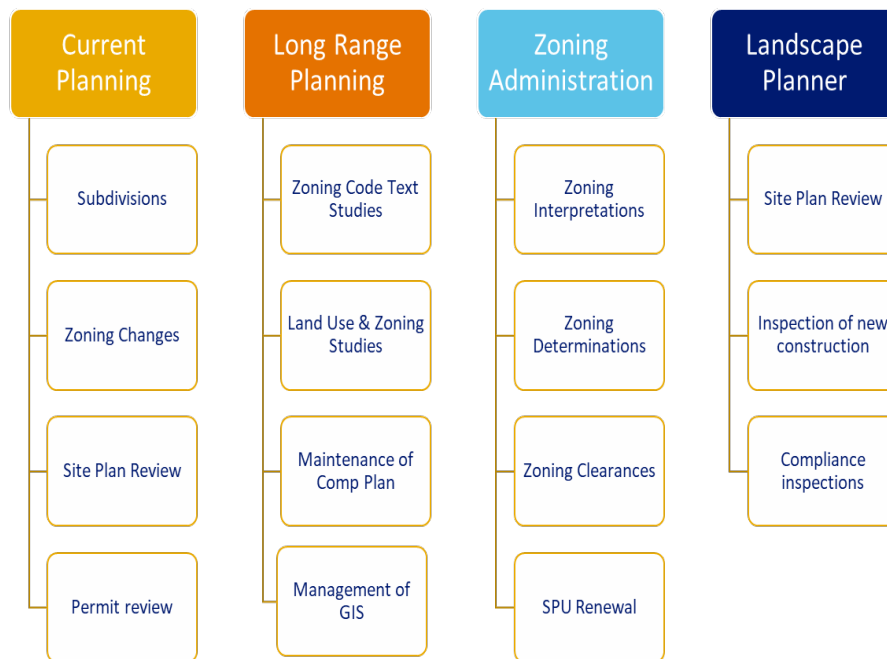
The Planning Department is comprised of five (5) sections: the administration (including the landscape planner), Current Planning: Eastbank section, Current Planning: Westbank section, Long Range planning, and Zoning Administration. Review duties vary depending on each section.

The Administration Section includes the Planning Director, Assistant Director, Executive Assistant, Typist Clerk III, and the Landscape Planner.

The Current Planning Division- Eastbank and Westbank- reviews, evaluates, and makes recommendations concerning applications for the development or use of land that requires zoning changes, subdivision of parcels, special permits, or site plan review for certain zoning districts and uses. In addition, Current Planning coordinates administrative review of applications and provides public services.

The Long Range Planning Division prepares comprehensive, neighborhood, and corridor plans for future development. The division also performs studies of land use and zoning issues associated with development regulations or specific geographic areas and makes recommendations for amendments to official maps and codes.

The Zoning Administration Division provides technical support and research to the current and long range divisions of the Planning Department, as well to other Jefferson Parish administrative departments and Parish Council members. The division's main responsibilities are zoning and use determinations, nonconforming determinations, zoning clearances, Special Permitted Use renewals, research projects, and zoning interpretations.



1.1.3 Jefferson Parish Unified Development Code (UDC)

The Jefferson Parish Zoning Ordinance (Zoning Ordinance) was originally adopted in 1958, and codified as part a chapter in the municipal code in 1999. In 2008, the Parish revised and renamed a chapter of the Code of Ordinances to “Unified Development Code” with the intent of transitioning the zoning code from its current chapter, Chapter 40, in the municipal code to the UDC, Chapter 33. The Parish has never completed a comprehensive review of either chapter of the Code. Since 2008, the Parish has been operating under two sets of development regulations and have been making revisions to both chapters in a piecemeal fashion.

The Planning Department conducts studies and transfers zoning district provisions from Chapter 40 Zoning to Chapter 33, provisions for base and overlay zoning districts have been reorganized and revised to be made consistent with the UDC format. One of the most significant updates to the Code since 2008, was the recent completion of the Industrial Zoning Districts Study in 2024. The comprehensive study was initiated in 2020:

- To evaluate the current industrial district structure and associated regulations.
- Create a set of industrial districts that build clearer regulations and predictability into the zoning process.
- Create development standards within the districts that allow for both the growth of the industrial economy and facilitate compatibility with surrounding land uses.
- Define and allow for new types of industrial uses desired by the Parish, such as those related to “green and clean” industries, logistics, and food production.
- Balance the needs of industrial facilities and the larger community.
- Protect prime industrial property from incompatible uses like new residential, and vice versa.

This effort resulted in industrial districts that address the range of characteristics seen in the industrial areas of the Parish and allow for modern industrial uses. The Parish Council adopted new regulations and map changes on May 22, 2024. Public engagement drove the direction of the study from the beginning to the very end of the project. Through consistent communication and collaboration with stakeholders, Planning and the Consultant Team were able to develop, refine, and finalize new industrial regulations. More information regarding the study can be accessed at <https://jpindustrialzoning.com/>.

The Industrial Zoning Districts Study required the Planning Department to think outside the box for public engagement, education, and dissemination of information and set a standard for outreach for large planning projects to include the following:

- Explore different ways and resources to communicate with your audience and stakeholders.
- Use technology, maps, etc. to illustrate complex or comprehensive concepts or recommendations (see Industrial Zoning Districts Story Map).
- Use your public information office, if your municipality or agency has one, and resources to raise awareness about the initiative, including public notices, live streamed meetings and recording, etc.
- Use graphics, maps, pictures and simple language to illustrate complex planning concepts.

As a part of the continued effort to update the Unified Development Code and enhance the development regulations of Jefferson Parish, the Parish has prioritized the need for a substantial upgrade to its development codes to encourage new growth that better responds to the challenges of the post-war, suburban built environment. New land development regulations could balance streamlined processes for permitting and increase the intensity and vibrancy of mixed-use and commercially zoned tracks while adding emphasis to design and performance standards. Resulting development outcomes could showcase a range of resilience and sustainability best practices, improving the Parish’s ability to respond and recover from natural disasters and other social and economic stressors. This is the primary tool to align private sector investment in the built environment with public sector capital projects.

1.1.4 Community Engagement Plan

The Unified Development Code will also implement neighborhood engagement strategies with the goal of building and understanding the needs of the community. The residents of the Parish are its greatest asset. The Parish will structure their outreach through direct efforts to improve the development codes to positively impact the residents. Community engagement aims to understand need through demonstration projects, neighborhood walk arounds and meetings to provide community buy in. In addition to the UDC, this project shall result in the development of a parish-wide community engagement plan that can be used to solicit input from the public regarding significant development and other important initiatives in Jefferson Parish.

1.2 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Code of Ordinances Section 2-895 from bona fide, qualified Proposers who are interested in providing Scope of Work as defined in Part II hereof. By submitting a proposal, Proposer agrees to comply with all provisions of Louisiana law as well as compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish (hereinafter sometimes referred to as the “Parish”) standard terms and conditions as adopted by Jefferson Parish Council Resolution. Proposers will also adhere to compliance requirements under the administration of CDBG-DR HUD funds (See Attachment “C”).

1.3 Goals and Objectives

With this project, Jefferson Parish aims to achieve the following outcomes:

- A. Develop a Unified Development Code (UDC) that promotes innovative development responsive to the evolving economic, social, and cultural aspects of the community while preserving and celebrating its history.
- B. Develop a UDC that is easier to understand and administer with streamlined planning and permitting processes and clear enforcement measures and procedures.
- C. Develop a UDC that provides clear and consistent rules, efficient and predictable processes, incentives for inclusive and environmentally friendly development, and standards that support neighborhood growth with diverse housing options.
- D. Provide regulations that are aligned with the Parish’s Comprehensive Plan’s goals and objectives and consider equity, health, sustainability, climate action, access to affordable housing, and distinct Parish needs and characteristics.
- E. Provide regulations that will showcase a range of resilience and sustainability best practices, improving the Parish’s ability to respond and recover from natural disasters and other social and economic stressors.
- F. Provide regulations that promote accessible, walkable, and vibrant streets and neighborhoods, while preserving the Parish’s established neighborhoods.

- G. Modify the current regulations to reduce impediments for development, remove outdated and inconsistent regulations, and address substantive issues with the current zoning code identified by the Parish Council, Planning Advisory Board (PAB), the Planning Department, and other parish departments.
- H. Collaborate with Jefferson Parish residents, leaders, business owners, and other stakeholders to ensure an efficient and inclusive process both in development of the UDC and its implementation.
- I. Update the Official Zoning and Future Land Use (FLU) maps, as appropriate, to reflect the current development pattern and changes to the zoning district structure.
- J. Develop operations and Administrative Manual, updated applications forms, workflows, and checklists, template for performance metrics tracking, and other training materials.
- K. Develop a community engagement plan that:
 - Outlines a set of specific outreach and public participation strategies with assigned roles and a timeline for new and reoccurring projects that will impact the community either at the neighborhood or parish-wide level.
 - Addresses barriers, challenges, and opportunities unique to Jefferson Parish.
 - Sets realistic expectations for the members of the general public.

1.4 Proposer Preferred Qualifications

Well-developed proposals from either one (1) single consultant firm that may include subcontractors or a joint venture are welcome and will be considered.

Primary Consultant Preferred Qualifications Include:

- Senior or principal in the firm of primary consultant shall have at least ten (10) years' experience in the urban planning field. The professional in charge of the project should be certified by the American Institute of Certified Planners (AICP). *(Firm must provide proof of certification).* ****This qualification cannot be fulfilled by a subcontractor. ****
- Primary firm have completed a similar project within a community/municipality with at least three hundred thousand (300,000) residents within the last five (5) years. ****This qualification cannot be fulfilled by a subcontractor. ****
- At least one (1) person or firm representative (primary consultant or sub-consultant) shall be a licensed attorney with at least five (5) years' experience and a broad-based knowledge in land use law, and expertise in sign code development.
- At least one (1) person or firm representative (primary consultant or sub-consultant) shall have experience developing a community engagement plan or similar project within a community/municipality with at least three hundred thousand (300,000) residents within the last five (5) years.

References:

Proposers must provide a minimum of three (3) references (governmental and/or private), for whom equal or larger scope of services are either currently being provided or have been provided in recent past (department to define recent past but not to exceed past ten (10) years). Contact person(s), addresses and telephone numbers for each reference shall be included.

The Proposer may satisfy the Preferred Qualifications through the use of a subcontractor subject to the noted exceptions above.

1.5 Schedule of Events

	<u>Date</u>	<u>Time (CST)</u>
A. RFP posted online @ www.jeffparishbids.net	May 7, 2025	At least 30 days prior to the last day that proposals will be accepted
B. Deadline to receive written inquiries	May 22, 2025	By 4:30 p.m.
C. Proposal Receipt Date and Time	June 6, 2025	3:30 p.m.
D. RFP Evaluation Committee Meeting - Technical		TBD
E. Technical Interviews/Presentations		TBD
F. RFP Evaluation Committee Meeting - Price Proposal		TBD

Proposers are encouraged to check the general information board in the General Government Building located at 200 Derbigny St., Gretna and the Joseph S. Yenni Building located at 1221 Elmwood Park Blvd., Jefferson. Additionally, proposers may check for meeting information posted on the Jefferson Parish website, <https://www.jeffparish.gov/464/Purchasing>

G. Council Selection via resolution	to be scheduled
H. Contract Ratification via resolution	to be scheduled

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

1.6 Proposal Submittal

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

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

- Proposal Name: **UDC Comprehensive Update**
- Proposal No. **0502**
- Proposal Receipt Date and Time: **June 6, 2025 3:30 PM**

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

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

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

RFP Evaluation Committee Meetings are open to the public.

1.7 Proposal Response Format

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

Technical Proposals:

- A. Cover Letter: Containing name, title, AICP number, and contact information of the proposed professional in charge of the project; address of the principal office where project work will be performed; an overview of the proposed consultant team, including subcontractors, if applicable; a summary of Proposer’s ability to perform the services described in the RFP; and confirming that Proposer is willing to perform those services and negotiate a contract with the Parish.

The letter shall be signed by a person having authority to negotiate and to commit the proposer to a contract. If proposer is a sole-proprietorship, proposer must include a statement that the company is a sole-proprietorship signed by the owner. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, **and** satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other

legal entity shall be attached to the proposal. A sample corporate resolution is provided in Attachment “E” and may also be downloaded from the Purchasing Department webpage of the Jefferson Parish website.

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

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Technical Proposal Elements: Illustrating and describing compliance with the RFP requirements defined in the Scope of Work/Services (Part II) and Proposer Qualifications. (See Section 2.7.A for further details.) Shall include the following, at a minimum:
 - 1) Description of approach, methodologies, knowledge, and capability to be employed in the performance of the Scope of Work.
 - 2) Description of how Parish staff would be expected to be involved in the project and/or opportunities for Parish involvement.
 - 3) Project organizational chart showing how the Proposer will work with the Parish and any stakeholders, and a proposed structure if using any subcontractors.
 - 4) Public engagement proposal illustrating how the Proposer will solicit input from the broader community, as well as targeted stakeholders, including those difficult to reach, throughout the course of the project.
- D. Proposer Qualifications and Experience: History and background of Proposer and any proposed subconsultants, including but not limited to:
- E.
 - 1) Contact information. Name, address, email address, and phone number of the Proposer/Primary Consultant and principals authorized to conduct negotiations for the Consulting Firm.
 - 2) Firm Information. Short history of each firm/entity proposed to be involved in the project and whether and on what types of projects these firms have previously worked together.
 - 3) Relevant UDC/zoning ordinance experience. A description of the firm(s) with emphasis on work related to writing new complete zoning/unified development code (UDC) ordinances. A description of unified development code (UDC) ordinances/zoning ordinances recently completed.
 - 4) Relevant legal experience. For the licensed attorney, a description of past legal experience in writing/defending zoning regulation, including any sign code regulations.

- 5) Other experience. Qualifications and experience of each professional that will be assigned to this project, including their name and title, years of relevant experience, education, certification information, role in this project, and role in other similar projects.
 - 6) Past projects. Prior projects that best illustrate the Proposer's qualifications relevant to this project, including the project name, location, description of services provided, and length and cost of project.
 - 7) Reference. A reference for at least three (3) of the projects that have been completed by the primary consultant in the last ten (10) years, including the name, title, organization, phone number, and email address of each reference.
 - 8) Unique issues or experience. Any issue(s), the characteristics of which would be uniquely relevant in evaluating the proposer's experience to handle the project.
 - 9) Related services status. Status with related services to government entities, including any prior and/or on-going litigation between the Proposer and Jefferson Parish.
 - 10) Information on subcontractors, if using a subcontractor to fulfill the Preferred Qualifications listed in Section 1.4.
 - 11) Other information that may be applicable. Any additional information that will assist in evaluating the applicant's qualifications.
- F. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- G. Project Schedule: Detailed schedule of implementation plan. It should include a timeline within which the scope of work should be completed, identifying all major tasks, responsible parties, important milestones, and deliverables.
- H. Financial Profile: Proposers are requested to submit documentation from the past three (3) years demonstrating proposer's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc. Such information should be included in the technical portion of the proposal submission and MUST NOT be included with the cost proposals and/or price schedules.

Technical Interview/Presentation:

Proposer should be prepared for a technical interview/presentation, in-person or virtual, which may be limited to, in the Parish's discretion, the top three scoring (3) firms based on the Technical Approach score. For more information on the structure of this Phase please see Section 1.21. The interview and score determination (for additional information about scoring see Section 4.1) shall include a discussion of the following, at a minimum:

- 1) Understanding of needs and goals of the project
- 2) Presentation of the approach and methodologies to accomplish the Scope of Work.
- 3) Staff knowledge and capability to be employed in the performance of the Scope of Work including innovative concepts and approaches.
- 4) Description of how Proposer will work with Parish staff and any stakeholders to be involved in the project.
- 5) Presentation and structure of public engagement approach describing efforts to incorporate input from the broader community, as well as targeted stakeholders, including those difficult to reach, throughout the course of the project.
- 6) Description of timeline to complete the Scope of Work and major deliverables.

Price Proposal:

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

1.8 Number of Response Copies

Each Proposer shall submit one (1) original **electronic** signed proposal. PDF files are preferred. Price Proposals ***shall not*** be included in the Technical Proposal of the proposal.

1.9 Legibility/Clarity

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

1.10 Pre-proposal Conference

NOT REQUIRED FOR THIS RFP.

1.11 Written Inquiries

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

1.12 Inquiry Periods

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

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

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

Said written inquiries submitted by the Prospective Proposer shall clearly cross-reference the relevant RFP section. The Parish shall only respond to those inquiries received by the established deadline. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all Prospective Proposers.

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

Phone: **504-364-2680**

Buyer Email: **shanna.folse@jeffparish.gov**

Buyer Name: **Shanna Folse**

1.13 Required Signed and Notarized Affidavits

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

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

1.14 Proposal Guarantee

NOT REQUIRED FOR THIS RFP.

1.15 Performance Bond

NOT REQUIRED FOR THIS RFP.

1.16 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP.

1.17 Proposal Validity

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

1.18 Revisions, Withdrawals, Protest Procedures

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

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

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

1.19 Cost of Offer Preparation

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

1.20 Acceptance of Proposal Content

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

1.21 Interviews, Written or Oral Discussions/Presentations

The Parish, at its sole discretion, reserves the right to conduct interviews/presentations with those Proposers on the Vendor Shortlist, or any other Proposer. Interviews/Presentations may be conducted at Parish offices or via web conference. A Pre-Interview/Presentation Vendor Teleconference will take place for those Vendors that have been shortlisted, and Proposers will have an opportunity to review the format and ask questions related to procedure and specific scenarios. Evaluation Committee members will participate in the interviews/presentations, and additional Parish staff may also be in attendance to observe and provide informal feedback.

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

1.22 Standard Terms and Conditions and Non-negotiable Contract Terms

- A. The standard general terms and conditions used by the Parish of Jefferson may be found in Resolution No. 136353. A copy may be obtained from the Parish Clerk's Office, 6th Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, (504) 364-2626. A copy of the resolution may also be downloaded by viewing the Purchasing Department webpage of Jefferson Parish's website, <https://www.jeffparish.gov/466/Document-Library>.
- B. Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, including ethics statements, claims or controversies, and termination based on contingency of appropriation of funds.
- C. **Inspector General:** It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for

certification of eligibility for a parish contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing pursuant to JPCO 2-155.10(19). By signing this document, every corporation, partnership, or person contracting with PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

1.23 Taxes

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

1.24 Selected Proposer's Responsibilities

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

1.25 Sub-Contractor Requirements

If the proposer intends to satisfy any of the Proposer Requirements and/or Scope of Work through the use of a subcontractor, the proposer shall include the name of the subcontractor and specific designations of the tasks to be performed or Vendor Requirements to be met by respective subcontractor(s). Upon request of Parish, the information requested of the proposer under the terms of this RFP shall also be supplied for each subcontractor used to satisfy any of the Proposer Requirements and/or Scope of Work included in the proposal. Please note that Subcontractors cannot be used to satisfy the license requirements of this RFP. Unless specifically permitted in the contract with the Parish of Jefferson, the successful proposer(s) shall not contract with any other party for furnishing any of the work herein requested in the Scope of Work without the ratification by Jefferson Parish Council Resolution.

1.26 Insurance Requirements

Selected Proposer shall furnish the Parish with certificates of insurance evidencing mandated coverage(s) pursuant to Resolution No. 136353, as amended, and Attachment "A". A copy of Resolution No. 136353 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, <https://www.jeffparish.gov/466/Document-Library>.

1.27 Subcontractor Insurance

The Selected Proposer shall include all subcontractors as named insured under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be in conformity with Resolution No. 136353, as amended.

A copy of Resolution No. 136353 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, <https://www.jeffparish.gov/466/Document-Library>.

1.28 No Guarantee of Quantities

The Parish of Jefferson does not guaranty quantity or services required in the Scope of Work defined in Part II. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

The quantities of items or extent of Scope of Work are estimated values. In the event a greater or lesser quantity is required, the Parish reserves the right to increase or decrease said values in accordance with the Price Proposal.

1.29 Contract Negotiations

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

1.30 Cancellation of RFP or Rejection of Proposals

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

1.31 Evaluation and Selection

In conformity with Section 2-895 of the Jefferson Parish Code of Ordinances, all proposals will be evaluated by the RFP Evaluation Committee. Before beginning the evaluation process, the Evaluation Committee must review the RFP concerning not only the task of description, but also the qualifications and the evaluation criteria. The Evaluation Committee shall be comprised of representative from the requesting department(s), a representative from the Council Research and Budget Office, a representative from the Purchasing Department, a representative from the Finance Department, a representative from the Planning Department, and a representative from the Parish Attorney's Office, who will be a non-evaluating member and shall act as secretary of the Evaluation Committee, and is solely responsible for disseminating all information received during the review process. Also, if deemed necessary and duly authorized by Council Resolution, additional employees of Jefferson Parish may be appointed as members of the RFP Evaluation Committee. The maximum Technical Proposal points shall be calculated by multiplying the number of Technical Proposal and Technical Interview points assigned to the technical criterion

multiplied by the number of evaluators scoring the proposal. After completion and tallying of the Technical Proposal/Interview Evaluation scores, each RFP Evaluation Committee member shall sign and date his/her individual score sheet. After the secretary of the Evaluation Committee collects all individual technical score sheets, the Purchasing Department representative and the representative of the requesting department(s) shall tally the individual scores to obtain a total Technical Proposal evaluation score for each Proposer. Following the tabulation of Technical Proposal scores, the Purchasing Department representative shall open the sealed Price Proposals, and shall read the pertinent portions of those Price Proposals aloud. To the extent necessary, multiple meetings may be conducted to take into account the technical scoring for shortlisted Vendors who may be invited to the Interview/Presentation phase. Additionally, to the extent necessary the Evaluation Committee may further review and analyze the Price Proposals and/or request and receive clarification of the pricing information provided by the Proposers for submission to the Council. After discussion of all Price Proposals, the Finance Department representative shall calculate the price proposal evaluation portion of the scoring sheet, using the Price Proposals submitted by Proposers and the formula below. The Price Proposal evaluation shall constitute twenty-five percent (25%) of the total scoring points assigned. The maximum Price Proposal points shall be calculated by multiplying the number of cost points assigned to price in the evaluation criterion multiplied by the number of evaluators scoring the proposal. The Proposer with the lowest price shall receive the highest Price Proposal evaluation score.

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

$$CS = (LPC/PC \times X)$$

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed cost submitted

PC = Proposer's cost

X = Maximum combined cost points available.

After the Finance Department representative completes the cost evaluation scores, the Purchasing Department representative and the requesting department representative shall each add the cost evaluation scores for each Proposer to the tabulated technical scores of each Proposer, totaling the final number of points assigned to each Proposer. The tabulated score sheet shall be signed and dated by the Purchasing Department representative, the Finance Department representative and the requesting department representative. The secretary of the Evaluation Committee shall collect all individual and tabulated score sheets and deliver them to the Council Clerk. The Evaluation Committee shall prepare and forward to the Council a memorandum identifying the qualified Proposers and explaining their rationale. Attached to the memorandum shall be copies of the Price Proposals received in accordance with the RFP, along with any analysis or clarification completed regarding those Price Proposals. A list of names of the responsive and responsible Proposers shall be submitted to the Council along with a list of the non-responsive and non-responsible Proposers. Responsibility of a Proposer shall be determined in accordance with competitive sealed bids in the Revised Statutes of the State of Louisiana.

Responsiveness shall be determined considering the materials that the Proposer has submitted and the core requirements of the RFP. Proposers are invited to attend the Evaluation Committee Meeting(s) and are encouraged to check the Jefferson Parish website, <https://www.jeffparish.gov/>, for meeting details.

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

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

1.32 Indemnification

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

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

1.33 Payment for Services

The Selected Proposer shall address and send the invoice and monthly and/or quarterly report to the Planning Department pursuant to the payment terms negotiated in the contract.

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

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

1.34 Termination

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

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

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to

provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.35 Assignment

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

1.36 EEOC and ADA Compliance

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

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

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

1.37 Audit of Records

- A. Proposer(s) affirmatively acknowledges and agrees that pursuant to any ensuing contract, Selected Proposer shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to the Parish. Selected Proposer(s) shall permit Parish and Parish's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit during Selected Proposer(s) normal business office hours, the books and records pertaining to the services provided under the contract. Parish's right to audit, inspect, and make copies of Selected Proposer's records shall be at the sole expense of Parish.
- B. Periodic and/or Annual Reports. At any time, the Parish may request that the Selected Proposer(s) with the minimum of thirty (30) days written notice, prepare and/or produce a report of the results of operations, as it pertains to any ensuing contract, in the previous fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of said contract, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

1.38 Record Retention

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

1.39 Record Ownership

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

1.40 Content of Contract/Order of Precedence

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

1.41 Contract Changes

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

1.42 Substitution of Personnel

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

1.43 Force Majeure

The Selected Proposer or Parish of Jefferson shall be exempted from performance under the terms and conditions of the negotiated contract if the Selected Proposer or Parish is prevented from performing any services in whole or in part as a result of any act of God, strike, war, civil disturbance, or court order; provided the Selected Proposer or Parish of Jefferson has prudently and promptly acted to undertake any and all corrective steps that the respective parties can perform. Subject to this provision, such nonperformance shall not be construed as cause or grounds for early termination of the contract.

1.44 Governing Law

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

1.45 Claims or Controversies

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

PART II – SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

The current Jefferson Parish Unified Development Code (UDC) was drafted in 2008 and has been revised in a piecemeal fashion for the past sixteen (16) years. The Parish has prioritized the need for a substantial upgrade to its development codes to encourage new growth that better responds to the challenges of the post-war, suburban built environment. New land development regulations could balance streamlined processes for permitting and increase the intensity and vibrancy of mixed-use and commercially zoned tracks while adding emphasis to design and performance standards. Resulting development outcomes could showcase a range of resilience and sustainability best practices, improving the Parish's ability to respond and recover from natural disasters and other social and economic stressors.

The consultant will be expected to work closely with Parish staff on a public process for implementing a new Unified Development Code. This will involve facilitation of public meetings in addition to working meetings with Parish staff, Administration, Council and/or key stakeholders. The exact number of meetings, as well as deliverables, timelines, etc. will be developed with Parish staff and may be altered during the process. The overall scope of work, at a minimum, is anticipated to include the following:

A. *Review material.*

- 1) Review existing development regulations, guidelines, plans, any other material necessary to develop a new UDC for Jefferson Parish and community engagement plan. Some resources include, but are not limited, to the following:
 - a) *Envision Jefferson 2040* and Chapter 25 Planning and Development, Article VI Comprehensive Plan including sub plans;
 - b) Chapter 33, Unified Development Code (UDC), Jefferson Parish Code of Ordinances (JPCO);

- c) Multi-jurisdictional Hazard Mitigation Plan;
 - d) Jefferson Parish Coastal Strategic Action Plan;
 - e) Chapter 40, Zoning, JPCO;
 - f) All of the other chapters of the Code, JPCO;
 - g) Jefferson Edge 2025 (2021);
 - h) Relevant Census and related demographic information for Jefferson Parish;
 - i) Civic association directories for the Eastbank and Westbank of Jefferson Parish <https://www.jeffparish.gov/983/Jefferson-Parish-CivicAssociations>.
- 2) Review and analyze current land use regulations and assess the strengths and weaknesses of the existing regulations in terms of structure, organization, clarity, ease of use, existing zoning districts and district standards, regulations of general applicability, definitions, and all procedures.
 - 3) Review current land use matrices in order to consolidate, update, or remove prohibited, permitted, limited, or special permitted uses.
 - 4) Review existing zoning district structure to determine if any amendments, additions, or deletions, are needed. Consider zoning changes that are aligned with the future land use (FLU) designations contained in *Envision Jefferson 2040* Comprehensive Plan and the proposed UDC.
- B. *Conduct a comprehensive land use survey.*** Conduct a comprehensive land use survey of all properties within Jefferson Parish. Review and analyze existing development patterns, including current land uses and structures, conduct windshield surveys, update land use information in the Parish GIS.
- C. *Complete a detailed community comparison and assessment of industry best practices.*** Identify industry best practices and conduct community comparison research to support and justify proposed updates to Jefferson Parish's development regulations and the updated UDC.
- D. *Complete a thorough analysis of the development regulations and zoning.***
- 1) Prepare a framework report identifying key issues with the current UDC and present a framework and approach for an amended and updated UDC.
 - 2) Prepare a Rezoning Memorandum and Map that describes how the Official Zoning Map of Future Land Use Map could be updated.
- E. *Make recommendations and complete a comprehensive update of the UDC.***
- 1) Develop a UDC that provides:
 - a) Clear and consistent rules, definitions, and procedures, and efficient processes resulting in predictable outcomes;
 - b) For the removal of vague, unclear, undefined, and/or confusing language and incorporation of language and terms that are consistent from one code section to another;
 - c) Clear and concise sections, avoiding conflict with each other and not being overly complex;

- d) Incentives for inclusive and environmentally friendly development standards that support neighborhood growth that provides diverse, attainable, housing options throughout the community;
 - e) New codes that will showcase a range of resilience and sustainability best practices, improving the Parish's ability to respond and recover from natural disasters and other social and economic stressors;
 - f) Development regulations that are tailored to support the needs of Jefferson Parish residents;
 - g) Newer uses or trends that have occurred since the time of the original 2008 UDC adoption, including newer uses and standards for these uses;
 - h) New graphics, illustrations, tables, and charts;
 - i) Streamlined planning and permitting procedures; and
 - j) Clear enforcement measures and procedures.
- 2) Prepare concept maps showing potential changes to the 1) Official Zoning Map and/or 2) FLUM that support/ reflect potential updates to the zoning district structure.
 - 3) Prepare any map amendments necessary to the Official Zoning and/or FLU Map.
 - 4) Ensure that the ordinance conforms to generally accepted land use law, state and federal statutes, and case law.

F. *Facilitate a robust public engagement process.* Facilitate a robust engagement process for the Comprehensive UDC update which can be included in the final community engagement plan.

- 1) Develop a project website and content, including a domain specific to the project.
- 2) Schedule and conduct public and stakeholder participation and outreach at key points during the course of the study to provide insight and feedback on the scope of the study, and draft and final recommendations.
- 3) Develop a community engagement plan and complete the following related tasks:
 - a) Understand the community context (Learn about the cultural, geographical and historical elements of the community, talk directly with community members in casual settings, and visit the community).
 - b) Utilize existing networks, resources and platforms for engaging the public (Identify and research community groups, leaders and spaces, meet with community stakeholders, identify physical or digital platforms that could serve as a community hub).
 - c) Develop and design an iterative process that can be replicated for future projects (Create a timeline for community review, create a set of shared outcomes, define a set of approaches to use and collect feedback).
 - d) Gain an understanding of unmet needs and perspectives of the Jefferson Parish Community.
 - e) Inform the community of potential barriers or site constraints for development within Parish limits.
 - f) Engage the community in a public feedback process absent of all communication barriers while being inclusive and representative of all voices in the community.

- g) Shall prepare guiding documents including revised applications, workflows, checklists, and training materials.

G. Manage the project and produce any material necessary to support the project.

- 1) In addition to the new unified development proposed concept map, and map amendments, draft any necessary supporting documents, such as a framework report, memorandums, summary of amendments, presentations, meeting notes and other material, ESRI GIS files, etc.
- 2) Develop an operations and Administrative Manual, updated applications forms, workflows, and checklists, template for performance metrics tracking, and other training materials.
- 3) Produce any other material necessary to complete the scope of the project.

Parish staff will be available to assist the consultant in facilitating the process. Staff will assist in meeting arrangements, advertising public meetings, workshops, hearings, and other logistics. Staff will also work closely with the consultant by reviewing any work product before it is submitted to any reviewing body or presented to the public.

This scope utilizes CDBG-DR grant funding and is therefore subject to applicable rules and regulations; including the grant requirements noted in Attachment C: Compliance Provisions for CDBG-DR Rider. Scope includes required monthly and quarterly reporting as required by the Parish and LOCD-DR.

2.2 Period of Agreement

The term of any resulting contract shall be for the grant period ending on 11/14/2027 as an initial period. The option to renew may be offered dependent on the granting authority (LOCD-DR) and Parish extending time for completion.

2.3 Price Proposal (Price Schedule)

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

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

2.4 Deliverables

Deliverables shall include, at a minimum:

- A. Project schedule, task summary budget, and community engagement plan.
- B. Monthly and quarterly reports in a prescribed format, as required by the Parish and LOCD-DR to meet the CDBG-DR grant requirements.
- C. Series of summary memorandums:
 - 1) Initial review summary memorandum, which shall include pertinent findings related to the initial review of the current development regulations, national best practices, community comparison, and gap analysis.
 - 2) Stakeholder memorandum, which shall include pertinent findings obtained from stakeholder interviews.
 - 3) Rezoning memorandum, which shall include an assessment of existing land uses, potential changes to the zoning district structure, and other changes to the Official Zoning Map and Official Future Land Use Map.
- D. Framework report identifying key issues with the current UDC and present a framework and approach for an amended and updated UDC.
- E. A project website and content, including a domain specific to the project.
- F. Presentations, handouts, public notices, meeting minutes, and other material necessary for meetings.
- G. All fliers, postcards, advertisements, educational and informational materials, survey material, and other presentation materials produced for each meeting.
- H. Documentation of engagement events and community conversations and questions raised by attendees through notetaking, photography, and/or audio-visual media, recording Zoom or Teams meetings.
- I. Staff report and presentation to be presented at the Planning Advisory Board (PAB) and Parish Council public hearings.
- J. Executive summary report summarizing key recommendations and general information regarding the project.
- K. Specific amendments, in ordinance format provided by the Jefferson Parish Planning Department, to the Code of Ordinances and Official Zoning Map (Microsoft Office and ESRI).
- L. Electronic maps including but not limited to current land uses, and concept maps showing potential changes to the 1) Official Zoning Map and/or 2) Future Land Use Map.
- M. Operations and Administrative Manual, updated applications forms, workflows, and checklists, template for performance metrics tracking, and other training materials.
- N. Community engagement plan.
- O. Surveys to capture as much community feedback as possible through mailing, canvassing, online, and texts for integration into the community engagement plan.
- P. Any and all data, in electronic format usable by the Parish, gathered during the course of the study.

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

2.5 Location

The location(s) where service(s) is/are to be performed are those deemed necessary by Parish to fulfill the scope of work.

2.6 Financial Profile

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

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

2.7 Technical Proposal Elements

A. Technical

1. Each Proposer shall address how the Proposer will achieve/meet the Scope of Work as stated in Section 2.1.
2. Information demonstrating an affirmative statement shall be required that the Proposer has reviewed the Scope of Work, understands the nature thereof and is willing and capable of providing the services thereof.
3. Proposer shall likewise include any information concerning any innovative concepts pursuant to this RFP and terms and conditions that the proposer desires consideration by the Parish.

B. Qualifications and Experience

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

C. Vendor Short-List Interview/Presentation

1. The Parish reserves the right to short-list vendors based on the Technical Evaluation Score and conduct interviews or invite those short-listed vendors to conduct presentations, see sections 1.4, 1.21 and 4.1.
2. The Interview/Presentation portion of the RFP will be worth those points as set forth in Section 4.1.

PART III – FEDERAL CONTRACT PROVISIONS

3.1 Federal Contract Provisions

See Attachment “C”.

3.2 Non-Debarment and Anti-Lobbying Certifications

See Attachment “C”. Certifications are to be completed prior to contract award.

Certification is required by contractor, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension,” as set forth at 2 CFR part 2424. ***See Appendix A***

For all awarded contracts with a value greater than \$100,000.00, contractor must complete anti-lobbying certification and submit prior to award. ***See Appendix B***

3.3 MWBE/MBE

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE’s, including MBE’s, WBE’s and SBE’s) to stimulate participation in procurement and assistance programs.

PART IV – EVALUATION

4.1 Evaluation Criteria

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

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

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

A. TECHNICAL PROPOSAL (**maximum of 55 Points**). The following criteria shall measure the qualifications, technical capabilities, and core competency of the proposers and their submissions:

- 1) Approach to the scope of work and how each element will be accomplished with deliverables. Including a description of the organizational structure, and how the Proposer will work with the Parish and any stakeholders. Approach to public engagement to solicit input from the broader community, as well as targeted stakeholders, including those difficult to reach, throughout the course of the project. Consideration given to innovative concepts. Detailed Schedule for project deliverables (**20 points**);
- 2) Overall qualifications, based on responsiveness to this RFP, and specifically in relation to the preferred qualifications outlined in this request; including professional training and experience, both generally and in relation to the type and magnitude of work required for the particular project (**15 points**);
- 3) Past performance and accomplishments on prior contracts, including financial stability, timely completion and cost savings, as evidenced by successful project completions, financial profile, and project references. (**10 points**);
- 4) The nature, quantity, and value of work for jurisdictions of similar size previously performed or presently being performed by the proposer (**5 points**).
- 5) Experience with federally funded contacts, particularly experience with HUD CDBG-DR funding or other federal disaster recovery funding sources (**5 points**).

B. TECHNICAL INTERVIEW/PRESENTATION (**maximum of 20 Points**). The interview/presentation round shall focus scoring on the stated Approach, based on the following criteria to measure the qualifications, technical capabilities, and core competency of the proposers and their submission: *(Parish reserves the right to include all Proposers or only the highest three (3) ranking in this phase).*

- 1) Presentation of the approach and methodologies to accomplish the Scope of Work; including the public engagement approach describing efforts to incorporate input from the broader community, as well as targeted stakeholders, including those difficult to reach, throughout the course of the project. (**10 points**)

- 2) Staff knowledge and capability to be employed in the performance of the Scope of Work including innovative concepts and approaches. **(5 points)**
- 3) Description of timeline to complete the Scope of Work and major deliverables. **(5 points)**

C. PRICE PROPOSAL

- 1) Pricing **must** be submitted on the Price Proposal (Price Schedule) furnished in Attachment "B". The proposal shall contain only those positions listed to provide for consistent comparison. If proposer would like to suggest alternate positions, they must do so on a separate sheet and shall not edit the Price Proposal to allow for consistent comparison. These additional positions are not guaranteed and subject to negotiation in the Parish's discretion. All proposed pricing shall be inclusive of all additional costs and expenses. Prices submitted shall remain firm for the term of the contract, unless otherwise negotiated. Subject to final negotiations, contract shall be structured as time and materials with Task Orders having a stated not-to-exceed (NTE).
- 2) The proposer with the lowest price shall receive the highest Price Proposal Evaluation score (**twenty-five (25) points per member**). Other proposers will receive a cost score computed as follows:

$$CS = (LPC/PC \times X)$$

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed cost submitted

PC = Proposer's cost

X = Maximum combined cost points available

Maximum # of Points
25 per Evaluator

TOTAL MAXIMUM POINTS FOR THIS RFP 100 PER EVALUATOR.

PART V – PERFORMANCE STANDARDS

5.1 Performance Requirements

The following performance requirements shall apply to this project:

- A. Satisfactory completion of the project and all milestones within the schedule timeline;
- B. Timely response, generally within one working day, to the Parish's correspondence or requests; and
- C. Quality and timely delivery of all deliverables.

5.2 Performance Measurement/Evaluation

Performance of the requirements of this project will be evaluated based on the requirements listed in Section 4.1.

PART VI – ATTACHMENTS AND APPENDICES

ATTACHMENT “A”

INSURANCE REQUIREMENTS

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

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

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

WORKER’S COMPENSATION INSURANCE

As required by Worker’s Compensation Law of the State of the Contractor’s headquarters. Employer’s Liability is included, with minimum limits of \$500,000 per occurrence, except it shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker’s Compensation Act. With a Waiver of Subrogation in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council, and any other entities who may require waivers by specific contract.

Note: If your company is not required by law to carry workmen’s compensation insurance, i.e. sole employee of the company, then proposers must request and submit a workmen’s compensation insurance declaration affidavit prior to the proposal submission date.

COMMERCIAL GENERAL LIABILITY

Limits of not less than the following: \$1,000,000.00 Combined Single Limit Per Occurrence; 2 million General Aggregate for bodily injury and property damage. With a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

BUSINESS AUTOMOBILE LIABILITY

Limits of not less than the following: Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. Liability coverage to be provided for Any Auto or for ALL Owned Autos and Hired and Non-owned Autos. With a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of **The Parish of Jefferson, its**

Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

DEDUCTIBLES

The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions, until further notice.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements. Certificate of Insurance must state which coverage the Umbrella sits over.

ATTACHMENT "B"
Price Proposal

Firm Name: _____

The undersigned having carefully read and considered the terms and conditions of the RFP Documents to provide the aforementioned services, does hereby offer to perform such services on behalf of the Parish, of the type and quality and conditions set forth in the RFP Documents at the rates (expressed in words and figures) hereinafter set forth:

The following positions are the minimum positions to provide these services. Please provide a rate for all positions, and **DO NOT CHANGE THE POSITIONS.** If you wish to provide alternative positions you may do so on a **SEPARATE SHEET** (in addition and not in lieu of this sheet) to be negotiated if you're the selected proposer. **However, there is no guarantee for any of these alternative positions.** For each position the Parish has estimated the amount of hours it should take for a completed project. **These estimated hours are estimates to be used for evaluation purposes - DO NOT CHANGE THE ESTIMATED HOURS.** Please include overtime costs and other associated costs into one estimated hourly rate. The hourly rates must be inclusive of all travel, lodging, per diem and other miscellaneous charges. However, given the nature of this work on-site staff will not be required.

Position*	Estimated Hours for project (Hrs)**	Hourly Rate (Hrly Rate)	Estimated Total (Estimated Hrs x Hrly Rate)
Principal/Professional in Charge	300		
Project Manager	2000		
Senior Planner	2000		
Junior Planner	1500		
GIS Specialist	800		
Attorney	300		

**Grand
Total**

Signed: _____

* See below Position descriptions **on the following page** for non-exclusive list of duties of each Position - DO NOT CHANGE THE POSITIONS.

** These estimated hours are estimates to be used for evaluation purposes - DO NOT CHANGE THE ESTIMATED HOURS.

Principal/Professional in Charge	Contract negotiation, client management, oversight of project arc and resource allocation, quality assurance and control.
Project Manager	Day to day interface on the project with the Parish, responsible for division and management of work, schedule and budget. Project Manager should have considerable planning experience, especially as it relates to land development regulations and public process.
Senior Planner	Content and process development, coordination with Jr. Planner role for the oversight, execution and production needs to support code audit, mapping and analysis, public engagement materials, code drafting and other activities as required by the project.
Junior Planner	Production of content to support project progression including code audit, mapping and analysis, public engagement materials, code drafting and other activities required by the project.
GIS Specialist	Support geospatial analysis and mapping as required by the project.
Attorney	Provide legal expertise on a range of land development regulations issues, including but not limited to, signage, housing, vested rights, non-conformities, contentious land uses and other legal aspects of land development regulations.

ATTACHMENT “C”

COMPLIANCE PROVISIONS FOR CDBG-DR RIDER

As used herein, the term “Contractor” shall refer to any vendor including but not limited to, subrecipients, professional service contractors, or construction contractors, utilizing in whole or in part, Community Development Block Grant - Disaster Recovery funds awarded under that certain Cooperative Endeavor Agreement by and between the Parish of Jefferson and the Louisiana Office of Community Development – Disaster Recovery (LOCD-DR) as set forth in the type of Agreement this exhibit is attached to.

1. ADMINISTRATIVE REQUIREMENTS

Contractor shall comply with 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards”, as modified by 24 CFR 570.502(a), “Applicability of uniform administrative requirements.”

Contractor shall agree to comply with the federal requirements for project closure. Contractor’s obligation to Parish shall not end until all close out requirements are complete. These may include but are not limited to:

1. Final performance or progress report
2. Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF 271) (as applicable)
3. Final request for payment (SF 270) (if applicable)
4. Invention disclosure (if applicable)
5. Federally-owned property report
6. Disposing of program assets

2. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Parish in accordance with the Parish’s reporting requirements set forth by LOCD-DR.

3. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

It is hereby agreed that the LOCD-DR, the Division of Administration (“DOA”), the State Legislative Auditor, federal auditors, State Inspector General, HUD, the Comptroller General of the United States, the Office of Inspector General, and any of their duly authorized representatives or agents, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

Contractor shall maintain all records required by 24 CFR 570.506, “Records to be maintained,” that are pertinent to the activities to be funded under this Agreement. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement

for a period of five (5) years after closeout of LOCD-DR's federal grant providing the Grant Funds. Contractor will be notified of that closeout date by LOCD-DR by the Parish.

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with 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 termination or expiration of this Contract. Cost incurred by Contractor to compile and transfer information for return to the Parish shall be billed on a time and materials basis, is subject to the maximum amount of this Contract. Software and other materials owned by Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor. The Parish will provide specific project information to Contractor necessary to complete Services described herein. All records, reports, documents and other material delivered or transmitted to Contractor by the Parish shall remain the property of the Parish and shall be returned by Contractor to the Parish, upon request, at termination, expiration or suspension of this Contract.

4. INSPECTION

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

Failure of Contractor to comply with the above audit requirements will constitute a violation of this Agreement and may, at the Parish's option, result in the withholding of future payments and/or return of funds paid under this Agreement. Contractor hereby agrees to have an annual audit conducted in accordance with current State policy concerning Parish and its contractor's audits, and 2 CFR 200.

5. GENERAL COMPLIANCE PROVISIONS

- a. General Compliance – this Section is intended to give a general overview of the compliance requirements contained herein. Please refer to the individual sections as necessary for more information on each requirement.
 1. Contractor will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>. These include, but are not limited, the requirements of 2 CFR 200.316 and 200.321-323. The State may require Parish to amend its agreement, and therefore Contractor shall consent to,

the amendment of this Agreement to expressly include contractual provisions referencing any mandatory requirements if not already set forth in this Agreement, including any provisions referenced in appendix II to 2 CFR 200 as the State may deem applicable and not previously set forth in this Agreement.

2. To the extent Contractor is procuring construction services for the benefit of the Parish under this Agreement, Contractor shall comply with and shall be responsible for insuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:
 - i. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3);
 - ii. Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5);
 - iii. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq (1970)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
 - iv. 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 (Pub. L. 94A 163, 89 Stat. 871);
 - v. Compliance with applicable uniform administrative requirements described in 24 CFR 570.502; and
 - vi. Certification by Grantee’s contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension,” as set forth at 2 CFR part 2424, and
 - vii. Compliance with “Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities”, described in 24 CFR part 58.
 - viii. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Parish will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
 - ix. Domestic preferences for procurements. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

b. Discrimination and Compliance Provisions

1. Contractor agrees to abide by the requirements of the following as applicable:
 - i. Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972;

Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 et seq.; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

2. Contractor agrees not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities.
 3. Any act of unlawful discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.
- c. Section 3 Compliance in Employment and Training
1. Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000.
 2. If the work to be performed under this Agreement meets the definition of a Section 3 project, including services performed under any related subcontract or subrecipient agreement, then it is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or LOCD-DR in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.
 3. Professional service contracts for non-construction services that require an advanced degree or professional licensing are not required to be reported as a part of total Section 3 labor hours.

6. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of “federally assisted construction contract” provided in 41 CFR Part 60-1.3, and includes those professional service contracts which involve the supervision, inspection, and other onsite functions incidental to the actual construction.)

During the performance of any 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:

- 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 without regard to race, color, religion, sex, 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 by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment 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, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
- f. The Contractor will furnish all information and reports required by Executive Order

11246 of September 24, 1965, as amended, 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 Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

- g. In the event of the Contractor's noncompliance with the non-discrimination clauses of any contract or with any of the said rules, regulations, or orders, that contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, 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.

7. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to contracts and subcontracts over \$10,000)

- a. By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.
- c. He/she further agrees that (except where he/she has obtained for specific time periods)

he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

8. CIVIL RIGHTS

(Applicable to professional service and construction contracts)

- a. The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., as amended, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Grantee/Subrecipient receives federal financial assistance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant/Grantee/Subrecipient, this assurance shall obligate the Applicant/Grantee/Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.

(Additionally applicable to construction contracts)

- b. The Contractor shall comply with Section 104 (b) (2) of Title I of the Housing and Community Development Act of 1974 (HCDA, 42 U.S.C. §5304.), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Section 804 of Title VIII of the Civil Rights Act of 1968 (FHA 42 U.S.C. 3604) further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
- c. The Contractor shall comply with Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non- discrimination in the sale or rental of housing built with federal assistance.

9. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of any contract, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The

Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. Contractors shall incorporate foregoing requirements in all subcontracts.

10. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

(applicable to professional service and construction contracts)

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

11. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

(applicable to professional service and construction contracts over \$100,000)

- a. The work to be performed under any contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to any contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to any contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of any contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to any contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

12. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)

(Applicable to professional service and construction contracts and subcontracts over \$10,000)

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and

otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

13. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

(Applicable to professional service and construction contracts)

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

14. AGE DISCRIMINATION ACT OF 1975

(Applicable to professional service and construction contracts)

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

15. PROCUREMENT OF RECOVERED MATERIALS

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

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

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

16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

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

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

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

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

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation,

reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

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

(d) Telecommunication costs and video surveillance costs.

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

(b) Obligor or expending covered telecommunications and video surveillance services or equipment or services as described in § 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems.

17. LABOR STANDARDS

a. DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT

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

(1) Minimum wages.

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

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

classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

(2) Withholding.

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

(3) Payrolls and basic records.

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

(ii) (A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and

subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

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

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

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship

program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a

rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

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

(3) Withholding for unpaid wages and liquidated damages. The federal agency and/or Jefferson Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

19. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to construction contracts and subcontracts exceeding \$150,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

20. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Contractor shall assure that for activities located within a Special Flood Hazard Area (SFHA) identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under any Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

Contractor will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution, as applicable.

21. ENERGY EFFICIENCY

(Applicable to construction contracts and subcontracts which involve installation or work on products regulated under the EPCA)

The Contractor shall comply with 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 ("EPCA") (Public Law 94-163).

22. RELOCATION

Contractor shall minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, as applicable, it will:

- a. Administer its programs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (49 CFR Part 24) and Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 570.496(a), modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD.
- b. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and
- c. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
- d. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
- e. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
- f. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.
- g. It has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.

23. CYBERSECURITY TRAINING

In accordance with La. R.S. 42:1267(B)(3)(a) the Parish shall require any contractor who has access to state or local government information technology assets to complete cybersecurity training during the term of the contract and during any renewal period. If the Contractor, any of its employees, agents, or subcontractors will have access to State and/or Parish government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State and/or Parish government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State and/or Parish information technology systems or networks.

24. 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.

25. CONFIDENTIAL FINDINGS

- A. All of the reports, information, data, etc., prepared or assembled by the Contractor under any Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the State. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information concerning this project without prior express written approval of the State.
- B. The obligations under this Section 4 and its Subsections shall survive the termination or expiration of the Contract.
 - a. Confidential Information of Applicants
 - All information (including, but not limited to, an applicant's photograph or photographic likeness) acquired by the Contractor or its Subcontractors, from whatever source, relating to individual applicant's application and related processing for any grant, or other Program administered under this Contract ("Confidential Applicant Data") shall be deemed confidential and protected

from access, disclosure or use other than in compliance with this Contract. Confidential Applicant Data is included within the term Confidential Information and shall be entitled to all protections provided Confidential Information, as well as all other increased protections provided herein.

- Summaries of applicant information compiled in an aggregate fashion which cannot be used to identify an individual may be reported as directed by the State by the Contractor in its performance of this Contract.
- Other than as directed in writing by the State, only the Contractor's employees and Subcontractors' employees with a defined need to know (established in the written protocols and procedures specified in Section b. below) shall be granted access to Confidential Applicant Data and only after they have been informed of the confidential nature of the Confidential Applicant Data. The level of access of such individuals shall be dictated by the level of their defined need to know.
- Confidential Applicant Data shall be maintained exclusively in the system of record designated for the relevant program for which the data is obtained. Confidential Applicant Data shall include information submitted necessary to demonstrate the applicant's eligibility for participation in the particular program, the basis of amounts payable, and evidence establishing payment to and receipt of funds by the party to which funds were to be paid.

b. State's Procedural Requirements

- The State has provided to the Contractor: (a) the State Information Security Policy and (b) the Procedures for Information Requests from Database or Open Records Requests. As mutually agreed by the Parties, the Contractor shall implement these policies and procedures, including revisions thereto, as well as the Contractor's own policies and procedures and other appropriate technical, physical and administrative safeguards in order to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure of access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of use. The Contractor shall submit its written policies and procedures required under this part to the State for approval. As the State may revise its policies and procedures, the Contractor shall continue to provide the necessary updates and upgrades for compliance with Section 2.0 and the Subsections thereof. The obligations under Section 2.0 are in addition to, and not in place of, the items outlined in the scope of services and any Task Order.

c. Duties to Monitor and Report Security Breach or Unauthorized Release, Use or Release of Information

- The Contractor and its Subcontractors shall implement monitoring plans to detect unauthorized access to or use of Confidential Information or any attempts to gain unauthorized access to Confidential Information. The Contractor and its Subcontractors shall provide State Program Manager (SPM) with immediate notification (not more than 24 hours) of the Contractor's awareness of any security incident ("Security Incident") involving Confidential Information. The reference to Security Incident herein

may include, but not be limited to the following: successful attempts at gaining unauthorized access to Confidential Information or the unauthorized use of a system for the processing or storage of Confidential Information, or the unauthorized use or disclosure, whether intentional or otherwise, of Confidential Information.

- In the event of unauthorized access to or disclosure of information, the Contractor, as well as any Subcontractor, involved in a Security Incident, shall consult with the State regarding the necessary steps to address the factors giving rise to the Security Incident and to address the consequences of such Security Incident.
 - Nothing in this Contract shall be deemed to affect any rights an individual applicant may have under any applicable state or federal law concerning the unauthorized access, use or disclosure of Confidential Applicant Data.
- d. Third Party Requests/or Release of Information
- Should third parties request the Contractor to submit Confidential Information to them pursuant to a public records request, subpoena, summons, search warrant or governmental order, the Contractor will notify the State immediately upon receipt of such request. Notice shall be forwarded via e- to the representative designated in writing by the State as the State contact for requests for release of information. Protocols for the handling of such requests are found in the Procedures for Information Requests from Database or Open Records Requests, as promulgated or as hereafter modified by the State. The Contractor shall cooperate with the State with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of Parish, the information contains Confidential Information which should be protected against such disclosure. The legal fees and related expenses incurred by the Contractor or its Subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract.
 - Legal service fees of law firms associated with this Section may not be “marked up” by the Contractor as it is against the law for a non-law firm to share in legal fees.
- e. Non-Confidential Data and Data Obtained From Third Parties
- In the event Confidential Applicant Information is or becomes part of the public domain, other than as a result of a Security Incident, the Contractor and Subcontractors shall continue to treat such information as private and avoid the unnecessary use or release of such information unrelated to the performance under the Contract. The State agrees that some portions of Confidential Applicant Data may be obtained from insurance companies and other third parties.
- f. Limitations on Copying: Delivery of Confidential Information to the State; Destruction of Database; Obligations against Use and Disclosure
- No copies or reproductions shall be made of any Confidential Information except to effectuate the purposes of this Contract or upon the prior approval of the State. The Contractor and Subcontractors shall not make use of any Confidential Information for their own benefit or for the benefit of any third

- party, except as directed by the State in writing.
- As between the Contractor and the State, all Confidential Information is deemed to be the property of the State.
- Upon termination or expiration of the Contract, all databases and other storage media containing Confidential Applicant Data shall be delivered to the State, who shall retain such information for the periods of time then required in accordance with any applicable state and federal statutes and regulations controlling such record retention. The Contractor and Subcontractors shall not keep any copies of the Confidential Applicant Data in any medium format; upon delivery of the Confidential Applicant Data to the State under this provision, the Contractor and applicable Subcontractors shall certify under penalty of perjury that no copies of the Confidential Applicant Data have been retained. Any exceptions to this provision must be approved in writing by SPM, and shall set forth the scope of the data required to be retained, the reasons justifying such retention, and the terms and conditions of such retention. The information shall be delivered in a format that is accessible by the State and its contractors. In the event that the information requires a software or platform to be accessed in the same manner as utilized in the performance of this Contract, if the license for such software or platform is not assignable to the State or Contractor shall be responsible for providing the State and its contractors with access to such software or platform on a royalty free, non exclusive irrevocable basis for the full time period which the State is required to continue to administer the program or maintain the records in compliance with the terms of the grant(s) from the U.S. Treasury.

26. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

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

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

(b) Allocation of Principal Rights

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

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

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

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

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

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

(d) Conditions When the Government May Obtain Title

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

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

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

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the invention pertains.
- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

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

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

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

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

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

(g) Subcontracts

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

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

(h) Reporting on Utilization of Subject Inventions

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

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United

States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

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

- (1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the

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

(l) Communication

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

Scott A. Walker, Council Chair
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053

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

27. COPYRIGHT

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

28. SUBCONTRACTS

- a. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- b. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- c. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor

the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

- d. Nothing contained in any contract shall create any contractual relation between any subcontractor and the Owner.

29. CONFLICT OF INTEREST

- a. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- b. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of any contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.
- c. Additionally, Contractor will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.
- d. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the 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.

30. 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 whose principal employment activities are funded in whole or in part with Federal funds.

31. CODE OF ETHICS/DISASTER RECOVERY CONTRACT PROHIBITIONS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et seq., Code of Governmental Ethics) applies to the Contracting Party in the Performance of services called for in this contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

In addition to the Louisiana Ethics Code, the Contractor and all its subcontractors must additionally comply with R.S. 42:114.3, which prohibits participation (either directly or through a subcontractor relationship) in the Contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least 5%. Compliance of a subcontractor will be determined based on the value of the Contract between the State and Contractor.

32. DEBARMENT, SUSPENSION, AND INELIGIBILITY

(Contractor must complete certification and submit prior to award.) ***See Appendix A***

Contractor, and each tier of Subcontractors, shall certify that it is not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

33. BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than \$100,000.00 and contractor must complete certification and submit prior to award.) ***See Appendix B***

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000.00 shall certify and disclose accordingly.

34. PROVISION(s) REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this 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 request of either Party the Contract shall forthwith be amended to make such insertion or correction.

35. NO AUTHORSHIP PRESUMPTIONS

Each of the Parties has had an opportunity to negotiate the language of this Contract in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the Party that (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Contract and any successor to a signatory Party.

36. CHANGES

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.

37. 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.

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

38.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.

39.TERMINATION FOR CAUSE AND CONVENIENCE

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

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

FEDERAL REGISTER NOTICES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG-DR Funds for all associated grants are available on the HUD Web site at:

<https://www.hudexchange.info/programs/cdbg-dr/cdbg-dr-laws-regulations-and-federal-register-notices/>

Appendix A

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

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

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

(Name and Title of bidder's official)

(Name of bidder/company)

(Address)

(Address)

PHONE _____ FAX _____

EMAIL _____

Signature _____ Date

Appendix B

Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on
(name and title of bidder's official)

behalf of _____ that:
(name of bidder)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, _____.

By _____
(signature of authorized official)

(title of authorized official)

ATTACHMENT “D”

Request for Proposals #0502

Provide Professional Consulting Services to Update
Development Related Ordinances and Design Guidelines for a
Comprehensive Unified Development Code (UDC)

SIGNATURE PAGE

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP’S) from qualified proposers who are interested in providing **UDC Comprehensive Update** for the for the Jefferson Parish **Planning** Department.

Request for Proposals will be received until 3:30 p.m. Local Time on: June 6, 2025.

Acknowledge Receipt of Addenda: Number: _____
Number: _____
Number: _____
Number: _____
Number: _____
Number: _____

Name of Proposer: _____

Address: _____

Phone Number: _____ Fax Number _____

Type Name of Person Authorized to Sign: _____

Title of Person Authorized to Sign: _____

Signature of Person Authorized to Sign: _____

Email Address of Person Authorized to Sign: _____

Date: _____

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

ATTACHMENT “E”

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

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

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

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

SECRETARY-TREASURER

DATE

ATTACHMENT “F”

Request for Proposal Affidavit Instructions

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

Instruction sheet may be omitted when submitting the affidavit.

Request for Proposal

AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

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

Affiant further said:

Campaign Contribution Disclosures

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

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

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

Affiant further said:

Debt Disclosures

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

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

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

Affiant further said:

Solicitation of Campaign Contribution Disclosures

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

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

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

Affiant further said:

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

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

Affiant further said:

Subcontractor Disclosures

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

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

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

Signature of Affiant

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE _____ DAY OF _____, 20____.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires _____