

REQUEST FOR PROPOSAL

To Provide a Pre-placed Emergency Contract for Fuel Delivery During a Declared  
Disaster from an Area Outside of Southern Louisiana for the Jefferson Parish  
Department of Fleet Management



RFP No.: **0517**

Proposal Receipt Date: **July 24, 2026**

Proposal Receipt Time: **3:30 P.M.**

Jefferson Parish  
Department of Purchasing  
200 Derbigny Street, Suite 4400  
Gretna, LA 70053

(504) 364-2678

## TABLE OF CONTENTS

<b>PART I – ADMINISTRATIVE AND GENERAL INFORMATION</b> .....	4
1.1 Background, Goals and Objectives.....	4
1.2 Purpose.....	4
1.3 Pre-proposal Conference.....	4
1.4 Proposal Guarantee .....	5
1.5 Performance Bond .....	5
1.6 Fidelity Bond Requirements .....	5
1.7 Scope of Work/Services.....	5
1.8 Proposer Minimum Requirements .....	6
1.9 Period of Agreement.....	7
1.10 Deliverables .....	7
1.11 Location .....	9
1.12 Proposal Submittal.....	9
1.13 Proposal Response Format.....	9
1.14 Schedule of Events.....	12
<b>PART II – EVALUATION CRITERIA</b> .....	12
2.1 Technical Proposal.....	13
2.2 Price Proposal .....	13
<b>PART III – RFP INSTRUCTIONS, AND TERMS AND CONDITIONS</b> .....	13
3.1 Number of Response Copies.....	14
3.2 Legibility/Clarity.....	14
3.4 Written Inquiries .....	14
3.5 Inquiry Periods.....	14
3.6 Required Signed and Notarized Affidavits .....	15
3.7 Proposal Validity .....	16
3.8 Revisions, Withdrawals, Protest Procedures .....	16
3.9 Cost of Offer Preparation.....	16
3.10 Acceptance of Proposal Content.....	16
3.11 Written or Oral Discussions/Presentations .....	16
3.12 Standard Terms and Conditions and Non-negotiable Contract Terms .....	17
3.13 Taxes .....	17
3.14 Selected Proposer’s Responsibilities .....	18
3.15 Insurance Requirements.....	18
3.16 Sub-Contractor Requirements.....	18
3.17 No Guarantee of Quantities .....	18
3.18 Contract Negotiations .....	19
3.19 Cancellation of RFP or Rejection of Proposals .....	19

3.20 Evaluation and Selection.....	19
3.21 Indemnification.....	21
3.22 Payment for Services .....	21
3.23 Termination.....	22
3.24 Assignment .....	23
3.25 EEOC and ADA Compliance .....	23
3.26 Records .....	23
3.27 Content of Contract/Order of Precedence.....	24
3.28 Contract Changes.....	24
3.29 Substitution of Personnel .....	24
3.30 Force Majeure .....	24
3.31 Governing Law .....	24
3.32 Claims or Controversies.....	25
<b>PART IV – FEDERAL CONTRACT PROVISIONS .....</b>	<b>24</b>
<b>PART V – PERFORMANCE STANDARDS.....</b>	<b>24</b>
5.1 Performance Requirements.....	25
5.2 Performance Measurement/Evaluation.....	25
<b>PART VI - APPENDICES .....</b>	<b>25</b>
ATTACHMENT “A” Insurance Requirements.....	26
ATTACHMENT “B” Price Proposal.....	28
ATTACHMENT "C" Fueling Sites.....	30
ATTACHMENT “D” Federal Contract Provisions.....	34
ATTACHMENT “E” Signature Page.....	61
ATTACHMENT “F” Evidence of Authority .....	62
ATTACHMENT “G” Request for Proposal Affidavit .....	64

**REQUEST FOR PROPOSAL  
FOR  
FUEL DELIVERY DURING A DECLARED DISASTER FROM AN AREA OUTSIDE OF  
SOUTHERN LOUISIANA**

**PART I – ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Background, Goals and Objectives**

The Jefferson Parish Department of Fleet Management is responsible for the acquisition and distribution of fuel during declared disasters. Fuel is needed before and after a disaster to keep equipment, vehicles and generators running to continue the emergency operations in Jefferson Parish, as well as maintaining daily operations, such as continued water, sewerage, drainage services and pump station operations for both the East Bank and West Bank of Jefferson Parish. During Hurricanes, the Department of Fleet Management may be called upon to provide fuel to prisons, playgrounds with shelters in place, the Emergency Operations Center, animal shelters, nursing homes, fire stations, the Town of Jean Laffite Search and Rescue Operations, and the Town of Grand Isle for storm clean up and restoration.

The Department of Fleet Management has three operators for the fuel tanker trucks that will work around the clock to supply fuel to various locations. Smaller vehicles with one-hundred-gallon tanks attached are also used to distribute fuel to various locations that need smaller amounts. In the case of an emergency and fuel cannot be delivered by a local firm, the Department of Fleet Management will need a firm outside of Southern Louisiana to supply and deliver fuel before and after a disaster to ensure that Jefferson Parish can continue to operate both emergency and daily operations.

**1.2 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Code of Ordinances, Parish of Jefferson, State of Louisiana (hereinafter “JPCO”) 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, and applicable Jefferson Parish ethical standards.

**1.3 Pre-proposal Conference**

A pre-proposal conference will be held at \_\_\_\_\_. Prospective Proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions thereto. Any Prospective Proposer intending to submit a proposal is encouraged to attend and should have at least one authorized representative attend the pre-proposal conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the pre-proposal conference, the only official answer or position of the Parish of Jefferson will be stated in writing in response to written questions in the form of addenda provided to all Prospective Proposers.

#### **1.4 Proposal Guarantee**

**NOT REQUIRED FOR THIS RFP.**

#### **1.5 Performance Bond**

**NOT REQUIRED FOR THIS RFP.**

#### **1.6 Fidelity Bond Requirements**

**NOT REQUIRED FOR THIS RFP**

#### **1.7 Scope of Work/Services**

The Proposer will be responsible for providing the necessary personnel and resources to ensure safe, accurate, and timely delivery and dispensing of diesel fuel and gasoline in the hours before and in the aftermath of a disaster. The Proposer will comply with environmental protection, safety and security directives and be liable for any spill or clean-up that they are responsible for causing. The Proposer will be notified by the Department of Fleet Management ahead of a declared emergency to deliver fuel trucks and storage containers as needed. Upon arrival, the Proposer will be provided with a prioritized list of drop sites and expected to make every attempt to deliver fuel in compromised situations, such as bad weather, debris in the roadway and other conditions as a result of hurricanes or other disasters.

The fuel will be ordered by phone or e-mail by the Project Manager or designee. All orders shall be considered "placed" on the date the verbal or e-mail order was placed. The proposer will have forty-eight (48) hours to deliver the order once it is placed. This includes holidays, weekends and overnight deliveries. The Proposer will load and deliver ultra-low sulfur diesel and 87 octane unleaded reformulated gasoline, hereinafter referred to as "fuel". The proposer shall load fuel destined to Jefferson Parish from racks not effected by the disaster and shall comply with the rules, procedures and certification requirements for loading fuel as required by the terminal operator.

Portions of the scope of work for this Project may be eligible for reimbursement through the Federal Emergency Management Agency ("FEMA"). Accordingly, the FEMA Contract Provisions for Non-Federal Entities Under Federal Awards required by 2 C.F.R. § 200.327 and Appendix II to 2 C.F.R. Part 200, attached hereto as Attachment "A," are incorporated herein and shall apply to this Scope of Work.

## **1.8 Proposer Minimum Requirements**

The Department of Fleet Management desires to have the ability to receive fuel both before and after a declared disaster from a qualified Proposer.

### Proposer Requirements:

- A. A Proposer, to be selected, must be experienced at providing services similar in nature and complexity to the project outlined in this Request For Proposal and must demonstrate their ability to meet the following minimum requirements:
1. Must have the financial resources adequate to perform the contract, or ability to obtain such resource as required during the performance of the contract.
  2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
  3. Evidence of five (5) years of operating experience as a fuel supplier in comparable circumstances in order to satisfy all the requirements as outlined herein under scope of work.
  4. Have necessary technical and management capabilities to perform required work.
  5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
  6. The Federal Contract Provisions are specified in Attachment "D". The Anti-Lobbying and Debarment Certification shall be submitted with the proposal.
  7. The proposer shall provide fully functional equipment and all the necessary and required personnel and resources to supply, deliver, and potentially store bulk Ultra Low Sulfur Diesel (ULSD) and 87 Octane Unleaded Reformulated Gasoline for Jefferson Parish.

The Proposer may satisfy these Minimum Requirements through the use of a subcontractor. However, required Louisiana Contractors Licenses or other license requirements listed in this Section may not be satisfied through the use of a subcontractor.

Proposer shall be evaluated on their responsiveness and responsibility. Responsiveness refers to the proposer's adequacy of response to the requirements of this RFP. In the Parish's sole discretion, immaterial errors or omissions related to mandatory criteria may be resolved without leading to a finding of an unresponsive proposal. However, material errors or omissions related to Price, Quality, or Quantity shall not be allowed. Responsibility refers to the proposer's ability to perform the Scope of Work stated herein.

### 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 two years. Contact person(s), addresses and telephone numbers for each reference shall be included.

## **Industry Standards/Tests/Recommendations:**

The following are standards, tests, and recommended methods that apply to this work.

- A. The proposer shall ensure that all eighty-seven (87) Octane Unleaded Reformulated Gasoline, with up to 10% ethanol provided shall comply with all local, state and federal regulations in effect at the time of obtaining the fuel to include:
  1. Compliance with the requirements set from in the Code of Federal Regulations (CFR) Title 40, subpart D, Sections 80.41, 80.45 and 80.46.
  2. Compliance with Environmental Protection Agency (EPA) Clean Air Act requirements for RFG properties and all ASTM related tests.
  3. Shall have minimum octane rating of 87 which shall be determined by using the RON+MON/2 method.
  4. Shall have 2 % oxygen content.
  5. Shall have minimum 2% benzene content.
  6. Occupational Safety and Health Administration (OSHA).
  
- B. Delivery trailer shall possess the following characteristics:
  1. Certificate of Cleanliness or written documentation that the trailer used is dedicated for the sole purpose of transporting ultra-low sulfur diesel fuel or gasoline.
  2. Must be equipped to deliver to an above ground storage tank.
  3. Seven thousand and eight hundred (7800) minimum net gallon capacity.
  4. Be capable of delivering split deliveries when ordered.
  5. All equipment of the trailer shall be fully functional.
  6. The Project Manager or designee may inspect the truck and trailer at any time the vehicle is on Parish property.

## **1.9 Period of Agreement**

The term of any resulting contract shall be for 3 years commencing on January 10, 2027, and shall expire on January 9, 2030 with a two- year option to renew.

If the Scope of Work as described in Section 1.7 of this RFP pertains to an emergency pre-placed contract and if Jefferson Parish has not entered into a new contract for the same Scope of Work prior to May 1st of the year in which the contract is set to expire, then the contract shall be automatically extended until the end of the calendar year of the same year that the contract is set to expire.

## **1.10 Deliverables**

The deliverables listed in this section are the minimum desired from the successful proposer. Every proposer must describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided. The proposer shall provide all necessary resourced to supply and deliver bulk Ultra Low Sulfur Diesel (ULSD) and

eighty-seven (87) Octane Unleaded Reformulated Gasoline to Jefferson Parish. The contract pricing will be based on the Platts Price Index listed in Attachment "C". Resultant contract pricing will be based on the corresponding Platts Price Index plus the corresponding Fixed Differential Amount plus the applicable state fuel taxes. **NOTE:** Jefferson Parish is exempt from paying Federal Fuel Taxes. Bids will only be accepted from proposers whose primary business is supplying and transporting fuel.

**DELIVERY PROCEDURE:**

1. Upon arrival at each Jefferson Parish facility, the proposer shall report to the on-site supervisor who will record the arrival time, truck number, drivers; name and the bill of lading number(s). Once signed in, the proposer shall drive the vehicle to the Jefferson Parish storage tank area. Jefferson Parish will utilize an electronic monitoring system or a stick reading to determine if any water is present in the tank. The Jefferson Parish Project Management or designee will record the fuel volume and water content (if any), on Jefferson Parish's Fluid Delivery Quantity Form.
2. The Proposer shall dispense a sample of fuel to detect the presence of water or contaminants. If water or contaminants are detected, the proposer shall not dispense the fuel. If no water or contaminants are detected, the proposer shall give the sample to Jefferson Parish personnel and unload the trailer
3. Once hoses have been removed, the proposer shall place a container under the hose outlet of the delivered fuel and open the valve(s) to show the tank(s) are empty. Any residual fuel shall be poured carefully into Jefferson Parish storage tanks.
4. The proposer shall be responsible for all costs of fuel lost and clean-up of any spillage which may occur during transit, loading or unloading operations.
5. The fuel will be delivered by either one or two drivers who will also dispense the fuel to on-site tanks and may be required to deliver and dispense fuel throughout Jefferson Parish. The drivers will be required to stay on the premises until the fuel has been dispensed.
6. Documentation-The Proposer shall provide the following documents to Jefferson Parish:
  - Bill of lading for each delivery containing the following documents to Jefferson Parish:
    - A. Gross and net rack gallons,
    - B. Temperature of fuel when loaded at the rack,
    - C. Time of trailer start loading/stop loading,
    - D. Miles from rack to the Jefferson Parish locations,
    - E. Time of arrival at the Jefferson Parish location,
    - F. Meter ticket number (when used),
    - G. Gallons of fuel in Jefferson Parish's tank before and after delivery,
    - H. Amount of water, if any,
    - I. Amount of water or other contaminant(s) (if any), and
    - J. A delivery ticket must be included with the invoice.

## 1.11 Location

The location(s) where service(s) is/are to be performed is/are 4901 Jefferson Highway, Suite A, Jefferson, Louisiana 70121 and 1501 River Park Road, Bridge City, Louisiana 70094. A list of other locations that may need fuel delivery is listed in Attachment "C".

## 1.12 Proposal Submittal

### ***Purchasing will fill this section in – do not alter***

In accordance with JPCO Section 2-895, all proposals 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: **To Provide a Pre-Placed Emergency Contract for Fuel Delivery During a Declared Disaster from an Area Outside of Southern Louisiana for the Jefferson Parish Department of Fleet Management**
- Proposal No: **0517**
- Proposal Receipt Date and Time: **July 24, 2026 at 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 <http://www.jeffparishbids.net> or [www.centralbidding.com](http://www.centralbidding.com). Registration is required and free for Jefferson Parish Proposers by accessing the following link: [www.centralauctionhouse.com/registration.php](http://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 Part II. Price Proposals shall be worth twenty-five percent (25%) of the total scoring points assigned.

RFP Evaluation Committee Meetings are open to the public.

## 1.13 Proposal Response Format

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

## **Technical Proposals:**

- A. **Cover Letter:** Containing summary of proposer's ability to perform the services described in the RFP and confirms that proposer is willing to perform those services and 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 attached hereto 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, La. R.S. 44:1 et seq., and shall be released nine (9) working days from the date of the evaluation committee meeting when a public records request is made in accordance with the law. Any Confidential Information to which a Proposer wishes to remain confidential must be provided in a manner consistent with La. R.S. 44:3.2, subject to review by the Parish as provided for in that statute.

- 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 Section 1.8 Proposer Minimum Requirements, Section 1.7 Scope of Work/Services, and any other applicable section.
1. Each Proposer shall address how the Proposer will achieve/meet the Scope of Work as stated in Section 1.7. Technical approach shall detail the following: Plans and/or schedule of implementation, orientation, and/or installation, etc. (whichever is relevant to the RFP requirements).
  2. Plans for necessary training, where applicable. 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.

- D. Proposer Qualifications and Experience: History and background of Proposer, including but not limited to status with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
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.
  3. Evidence of five (5) years of operating experience as a Pre Placed Emergency Fuel Provider During Disaster Recovery and supplier in comparable places in order to satisfy all of the requirements as outlined in Scope of Work/Services.
  4. Possession of all required permits, licenses and insurance.
- E. 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. **Such information should be included in the technical portion of the proposal submission and MUST NOT be included with the Price Proposals and/or price schedules.**

**Price Proposals:**

- A. Proposer's fees and other costs shall be submitted on Attachment B **in a separate electronic envelope (named "Pricing Attachments")** separated from Technical Proposal submission.
- B. **DO NOT CHANGE THE POSITIONS OR METRICS LISTED ON THE PRICE PROPOSAL.** Positions listed on the Price Proposal are required positions. Metrics used are estimated for evaluation purposes. If a proposer wishes to propose additional positions please do so in the form of a resume and/or a **separate** rate sheet. These additional positions may be negotiated with the Selected Proposer if the Parish decides in its sole discretion that additional positions are necessary. **HOWEVER**, only those rates and positions listed on the Price Proposal will be used

for evaluation purposes. Additional positions are not guaranteed and are subject to the Parish's discretion.

- C. 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.
- D. 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.
- E. In accordance with JPCO Section 2-895, 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.

**1.14 Schedule of Events**

**Note: Purchasing Department will complete actual dates and times for items A-D. Evaluation Committee Meeting Date will be scheduled according to committee members' availability and therefore, Items E-G will be determined at later dates.**

	<u>Date</u>	<u>Time (CST)</u>
A. RFP posted online @ <a href="http://www.jeffparishbids.net">www.jeffparishbids.net</a>	<b>6/26/2026</b>	At least 30 days prior to the last day that proposals will be accepted
B. Pre-Proposal Conference (if required)		10 to 14 days after RFP mailed
C. Deadline to receive written inquiries	<b>7/14/2026</b>	To be completed by Purchasing
D. Proposal Receipt Date and Time	<b>7/24/2026</b>	To be completed by Purchasing
E. RFP Evaluation Committee Meeting		To Be Announced
F. RFP Evaluation Committee Meeting - Price Proposal		To Be Announced

Proposers are encouraged to check the general information board in the General Government Building located at 200 Derbigny Street, Gretna, Louisiana 70053 and the

Joseph S. Yenni Building located at 1221 Elmwood Park Boulevard, Jefferson, Louisiana 70123. Additionally, proposers may check for meeting information posted on the Jefferson Parish website, [www.jeffparish.gov](http://www.jeffparish.gov).

- F. Council Selection via resolution To be scheduled
- G. Contract Ratification via resolution To be scheduled

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

**PART II – 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 JPCO Section 2-895, 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.

**2.1 TECHNICAL PROPOSAL**

(Maximum of 75 Points per Evaluator)

The following criteria shall measure the qualifications, technical capabilities and core competency of the proposers and their submissions:

1. Scope of Services	25
2. Specific Experience: similar or larger scope of services currently being provided	25
3. Financial Profile of the Proposer	10
4. Responsiveness to the RFP	15

**2.2 PRICE PROPOSAL**

(Maximum of 25 Points per Evaluator)

The proposer with the lowest price shall receive the highest Price Proposal Evaluation score.

Other proposers will receive a cost score computed as follows:

$$CS = (LPC/PC * X)$$

Where:

CS = Computed cost score for Proposer

LPC = Lowest proposed cost submitted

PC = Proposer's cost

X = Maximum combined cost points available

**TOTAL MAXIMUM POINTS FOR THIS RFP ARE 100 PER EVALUATOR.**

### **PART III – RFP INSTRUCTIONS, AND TERMS AND CONDITIONS**

#### **3.1 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.

#### **3.2 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.

#### **3.4 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.

After the inquiry period, no further inquiries will be entertained.

#### **3.5 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.**

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) 364-2808**

Buyer Email: **Sean.dumas@jeffparish.gov**

Buyer Name: **Sean Dumas**

### **3.6 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 JPCO Section 2-895.** For the convenience of proposers, these affidavits have been combined into one form entitled, *Request for Proposal Affidavit*, see Attachment "F".

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.

Additionally, for this RFP submission of all completed Contractor Certifications, see Attachment "D," are required with proposal submission OR prior to contract approval.

### **3.7 Proposal Validity**

All proposals shall be irrevocable and considered valid from the date of receipt until such time as a contract is executed. However, those items, which by its nature, should survive beyond contract execution shall be included in the contract by reference.

The Proposal shall be properly signed with ink by the Proposer, unless submitted electronically. An electronic signature as defined in LSA-R.S. 9:2602(8) is acceptable. Signature must be a **secured digital signature**, and provide proof thereof. If a firm, partnership, or other legal entity is submitting the proposal, a copy of a corporate resolution or other signature authorization shall be required for submission of the proposal.

### **3.8 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 1.14, 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.**

### **3.9 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.

### **3.10 Acceptance of Proposal Content**

Proposer's submission to this RFP, as evidenced by its signature on the signature page, shall be construed as an acceptance to be bound by the terms and conditions stated herein, including the non-negotiable terms as set forth in Section 3.12. Any action in contradiction of this acceptance may result in rejection by the Council or may be grounds for a new selection upon failure of any selected proposer to execute their contract on such terms.

### **3.11 Written or Oral Discussions/Presentations**

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, 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.

### **3.12 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, Louisiana 70053, (504) 364-2626. A copy of the resolution may also be downloaded by viewing the Purchasing Department webpage of Jefferson Parish's website, [www.jeffparish.gov/departments/purchasing/forms](http://www.jeffparish.gov/departments/purchasing/forms).
- 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.
- D. In accordance with L.R.S. 38:2216.1, Jefferson Parish is prohibited from entering into a contract with a value of \$100,000 or more with a company for the purchase of goods or services unless the contract contains a written verification from the company of both of the following: 1) The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. 2) The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association. As a result, the Selected Proposer will be required to verify the above in the ensuing contract.

### **3.13 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.

### **3.14 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.

### **3.15 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" prior to contract execution. A copy of Resolution No. 136353 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, [www.jeffparish.gov/departments/purchasing/forms](http://www.jeffparish.gov/departments/purchasing/forms).

### **3.16 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) in their Technical Proposal. 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.

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 and Attachment "A". A copy of Resolution No. 136353 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website, [www.jeffparish.gov/departments/purchasing/forms](http://www.jeffparish.gov/departments/purchasing/forms).

### **3.17 No Guarantee of Quantities**

The Parish of Jefferson does not guaranty quantity of 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, including those listed in the Price Proposal by Parish 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. The quantities used in the Price Proposal are for evaluation purposes and are not a guarantee.

### **3.18 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.

### **3.19 Cancellation of RFP or Rejection of Proposals**

In accordance with JPCO Section 2-895, 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.

### **3.20 Evaluation and Selection**

In conformity with JPCO Section 2-895, 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 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. The secretary shall act as liaison between the evaluation committee and any proposer(s). Any correspondence from proposers shall be directed to the secretary of the evaluation committee. 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 points assigned to the technical criterion multiplied by the number of evaluators scoring the proposal. After completion and tallying of the Technical Proposal 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, 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:

$$CS = (LPC/PC * X)$$

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 secretary of 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 as required under the RFP 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, [www.jeffparish.gov](http://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 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.

### **3.21 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.

### **3.22 Payment for Services**

The Selected Proposer shall address and send the invoice to the Department of Fleet Management pursuant to the payment terms negotiated in the contract. Payments will be made by the Department of Fleet Management no earlier than thirty (30) days after receipt of a properly executed invoice, and approval by the Department of Fleet Management. 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.

In accordance with JPCO Section 2-923, 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 by JPCO Section 2-935.1.

**Successful proposers submitting payment requests for services in connection with pre-placed emergency contracts shall provide a list of all sub-contractors used in the performance of the pre-placed emergency contracts prior to payment on the contract.**

### **3.23 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.
- F. By PARISH, in accordance with its Appropriation Dependency. 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.

### **3.24 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.

### **3.25 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.

### **3.26 Records**

- A. **Right to Audit.** 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.)

C. **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.

D. **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.

### **3.27 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.

### **3.28 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.

### **3.29 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.

### **3.30 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.

### **3.31 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.

### **3.32 Claims or Controversies**

See Section 3.8 re Protest Procedure.

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

### **3.33 Cybersecurity Training**

Pursuant to La. R.S. 42:1267, any contractor who has access to state or local government information technology assets is required to complete cybersecurity training during the term of the contract and during any renewal period. As a Parish contractor, you are responsible for taking the cyber training, whether from the State or another source. After completion of said training please forward proof to your contract monitor/Parish contact.

## **PART IV – FEDERAL CONTRACT PROVISIONS**

The Federal Contract Provisions attached hereto as Attachment “D” are applicable to this advertisement and the ensuing contract.

Proposer is required to submit their Anti-Lobbying and Debarment certifications prior to award, failure to do so will result in rejection – see Attachment D for sample certifications.

## **PART V – PERFORMANCE STANDARDS**

### **5.1 Performance Requirements**

- Proposer’s ability to provide key personnel with knowledge and technical expertise.
- Proposer’s response time for fuel delivery.
- Proposer’s submission of accurate and itemized invoices.

### **5.2 Performance Measurement/Evaluation**

- Did the proposer respond to Parish correspondence in a timely manner?
- Were complaints/problems resolved in a reasonable and cooperative manner?
- Was the proposer reasonable and responsive to Parish needs?
- Was the final product usable for the purpose intended?

## PART VI - APPENDICES

### ATTACHMENT "A"

#### INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 136353, stated in pertinent part below. 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.

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 insured on the Commercial General Liability, and the Comprehensive Automobile Liability policies to protect against negligence by the contractor as provided by contract. 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

Waiver of Subrogation endorsement 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 is required.

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

#### COMMERCIAL GENERAL LIABILITY

Commercial General Liability Form CG 00 01, or pre-approved equivalent; Minimal acceptable limits: \$1,000,000 per occurrence; \$1,000,000 personal & advertising injury; \$2,000,000 general aggregate; and \$2,000,000 products/completed operations aggregate.

Waiver of Transfer of Rights of Recovery Against Others to Us endorsement 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

Minimal acceptable limit for bodily injury and property damage liability: \$1,000,000 Combined Single Limit.

Liability coverage to be provided for Any Auto OR for ALL Owned Autos and Hired and Non-owned Autos. **If contractor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required.**

Waiver of Transfer of Rights of Recovery Against Others to Us endorsement in favor of The Parish of Jefferson, its Districts, Departments, Agencies and Employees under the direction of the Parish President and the Parish Council.

CONTRACTOR'S POLLUTION: If the project involves pollutants of any kind, in any manner, including cleanup, this section applies:

OCTANE:

1. Covering losses caused by pollution conditions that arise from the operations of Contractor;
2. Minimum acceptable limits: \$1,000,000 per incident; \$2,000,000 aggregate;
3. Broad Form Named Insured endorsement;
4. If transporting any pollutants, policy to include the Broad Form Transportation Pollution Form CA 99 48, or the most current form available;
5. Fines, penalties and punitive damages to be included;
6. Clean up costs to be included;
7. Additional Insured endorsement 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 should stipulate that the insurance afforded Contractor shall be primary insurance and that any insurance carried by the Parish shall be excess and not contributing insurance;
8. 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;
9. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract; and
10. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years, beginning when this Contract is completed or terminated

## 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. If you are purporting to use an umbrella policy or excess to meet minimum requirements, then you must provide the Umbrella Schedule of Underlying Policies with the Certificate of Insurance evidencing which policies 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:

For each Rental item below 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 all associated costs into one estimated hourly rate.

A. Item	B. Price	C. Estimated hours	Total - Column B times Column C
Rental cost of one fuel tanker per hour	\$	672	
Rental cost of one bobtail tanker per hour	\$	672	
Cost of one driver for Fuel Tanker per hour	\$	672	
Cost of one driver for Bobtail Tanker per hour	\$	672	
Rental cost of 2,000 Gallon Storage Tank with Attached 110 Pump with Meter Nose, Nozzle, Gauge and Fittings per hour	\$	336	
Rental cost of 5,000 Gallon Storage Tank with Attached Hose, Nozzle, Gauge and Fittings per hour	\$	336	
Rental cost of 10,000 Gallon Storage Tank with Attached Hose, Nozzle, Gauge and Fittings per hour	\$	336	
<b>Grand Total*</b>			\$

\*The Grand Total will be used for evaluation purposes

**PRICING SCHEDULE FOR GASOLINE  
THIS IS FOR INFORMATIONAL PURPOSES AND WILL NOT BE USED FOR  
EVALUATION PURPOSES**

ITEM NO. 1-ULTRA LOW SULFUR DIESEL AS SPECIFIED:

PLATTS PRICE INDEX: PLATT'S Markets can U.S. Gulf Coast Ultra Low Sulfur Diesel Mean Daily Average (Pipeline) per gallon for the day prior to the day the fuel is lifted from the rack.

THE FIXED DIFFERENTIAL AMOUNT per gallon shall include all applicable fees for all additives

Necessary for the fuel to meet the Ultra-Low Sulfur Diesel specifications of Exhibit B and transport fees to METRO facilities. The BID FIXED DIFFERENTIAL AMOUNT (B) shall not include any taxes. The differential shall be nor more than 4 decimal places.

A	B	C	D
Platts Price Index per Gallon (hypothetical)	Fixed Differential Amount per Gallon (plus or minus)	Estimated Applicable Taxes and Petroleum Product Delivery Fee Per Gallon	Total Unit Price Per Gallon
\$1.72	+/- \$	\$	\$

Signed: \_\_\_\_\_

**ATTACHMENT "C"**

<b>Jefferson Parish Fueling Sites</b>	<b>Number of Tanks/Capacity</b>
1. Rheem Fuel Island 4901 Jefferson Highway Jefferson, LA 70121	Three Tanks at Ten Thousand Gallons
2. N. Arnoult Fuel Island 211 N. Arnoult Road Jefferson, LA 70121	One Tank at Six Thousand Gallons One Tank at Five Thousand Gallons
3. Lafreniere Park Fuel Island 3000 Downs Boulevard Metairie, LA	Two Tanks at Five Hundred and Sixty Gallons
4. Bridge City Fuel Island 1501 River Park Road Bridge City, LA 70094	One Tank at Five Thousand Gallons One Tank at Four Thousand Gallons
5. Belle Terre Fuel Island 5915 Belle Terre Boulevard Marrero, LA 70072	Three Tanks at Ten Thousand Gallons
6. Bonnabel Pump Station 1500 Beverly Garden Metairie, LA 70005	Two Tanks at Nineteen Thousand Five Hundred Gallons Four Tanks at Five Hundred Gallons
7. Suburban Pump Station 4800 Lake Villa Metairie, LA 70006	Three Tanks at Sixteen Thousand Gallons Four Tanks at Five Hundred Gallons
8. Elmwood Pump Station 5400 Caryota Drive Metairie, LA	Three Tanks at Sixteen Thousand Gallons Eight Tanks at Five Hundred Gallons
9. Duncan Pump Station 1800 Joe Yenni Boulevard Kenner, LA 70065	Three Tanks at Nineteen Thousand Five Hundred Gallons Five Tanks at Five Hundred Gallons
10. Parish Line Pump Station 3100 Grand Lake Boulevard Kenner, LA 70062	One Tank at Twelve Thousand Gallons
11. Canal Street Generator 100 Canal Street Kenner, LA 70062	One Tank at One Thousand Gallons
12. Belmont Generator Belmont Street/Napoleon Canal Metairie, LA 70002	One Tank at Two Thousand Gallons
13. North Starrett Generator N. Starrett/Napoleon Canal Kenner, LA 70065	One Tank at Two Thousand Gallons
14. Harahan Pump Station 1088 Dickory Avenue Harahan, LA 70123	Two Tanks at Six Thousand Gallons

15. Sauve Lift Station 9940 Jefferson Highway River Ridge, LA 70123	One Tank at One Thousand Five Hundred Gallons
16. New Ames Pump Station 5100 Rochester Drive Marrero, LA 70072	Four Tanks at Ten Thousand Gallons One Tank at Five Hundred Gallons
17. West Minister Generator 2050 Watling Road Marrero, LA 70072	Two Tanks at Ten Thousand Gallons
18. Planters Pump Station 268 Bypass Road Belle Chasse, LA	Three Tanks at Nine Thousand Five Hundred Gallons
19. Westwego Number One Pump Station 100 Vic A. Pitre Drive Westwego, LA	Two Tanks at Eight Thousand Gallons
20. Westwego Number Two Pump Station 820 S. Laroussini Street Westwego, LA	Two Tanks at Five Thousand Gallons
21. Whitney/Barataria Pump Station 1301 Engineers Road Belle Chasse, LA	Two Tanks at Eleven Thousand Gallons
22. Mount Kennedy Generator 3100 Mt. Kennedy Drive Marrero, LA 70072	One Tank at Five Thousand Five Hundred Gallons
23. Bayou Segnette Pump Station 801 Louisiana Street Westwego, LA 70094	Two Tanks at Twenty Thousand Gallons
24. New Bayou Segnette Pump Station 801 Louisiana Street Westwego, LA 70094	Two Tanks at Twenty Thousand Gallons
25. Cousins Number One Pump Station 2466 Destrehan Avenue Harvey, LA	Three Tanks at Twenty Thousand Gallons
26. Cousins Number Two Pump Station 2466 Destrehan Avenue Harvey, LA	Three Tanks at Ten Thousand Gallons
27. Estelle Number One Pump Station 2195 Barataria Boulevard Marrero, LA 70072	Two Tanks at Eight Thousand Gallons
28. Estelle Number Two	Two Tanks at Six Thousand Gallons

Pump Station 3850 Destrehan Avenue Westwego, LA 70094	
29. Harvey Pump Station 1600 Destrehan Avenue Harvey, LA	One Tank at Ten Thousand Gallons
30. Hero Pump Station Peters Road Harvey, LA	Three Tanks at Thirteen Thousand Four Hundred Gallons
31. Lake Cataouatche Number One Pump Station 3901 Highway 90 Avondale, LA	Two Tanks at Seven Thousand Gallons
32. Lake Cataouatche Number Two Pump Station 3901 Highway 90 Avondale, LA	One Tank at Ten Thousand Gallons
33. Lapalco Treatment Plant 6250 Lapalco Boulevard Marrero, LA 70072	One Tank at Eight Thousand Gallons
34. Bridge City Treatment Plant 1400 Highway 80 West Bridge City, LA 70094	One Tank at Two Thousand Seven Hundred Gallons
35. Eastbank Treatment Plant Number 2 Humane Way Harahan, LA 70123	One Tank at Ten Thousand Gallons
36. Eastbank Water Plant 3600 Jefferson Highway Jefferson, LA 70121	Two Tanks at Ten Thousand Gallons
37. Harvey Treatment Plant 2343 Paillet Street Harvey, LA	One Tank at Seven Thousand Gallons
38. Terrytown VFD 341 Heritage Avenue Terrytown, LA	One Tank at One Thousand One Hundred Gallons
39. Emergency Operations Center 917 Fourth Street Gretna, LA	One Tank at Four Thousand Five Hundred Gallons
40. Alario Center 2000 Segnette Boulevard Westwego, LA	One Tank at Two Thousand Five Hundred Gallons
41. Fire Training Center 3221 River Road Westwego, LA	One Tank at One Thousand Gallons One Tank at Five Hundred Gallons
42. General Services 200 Derbigny Street Gretna, LA	One Tank at Two Thousand Gallons

43. Rheem Building Generator 4901 Jefferson Highway Jefferson, LA 70121	One Tank at One Thousand Five Hundred Gallons
44. JEDCO 700 Church Hill Parkway Westwego, LA	One Tank at One Thousand Five Hundred Gallons
45. Jefferson Parish Correctional Center 100 Dolhonde Street Gretna, LA	One Tank at Two Thousand Gallons
46. Yenni Building 1221 Elmwood Parkway Harahan, LA 70123	One Tank at Four Thousand Gallons
47. Westbank Water Plant 4500 Westbank Expressway Marrero, LA 70072	One Tank at Ten Thousand Gallons
48. OLD EOC 1887 Ames Boulevard Marrero, LA 70072	One Tank at Ten Thousand Gallons
49. Lapalco Bridge Lapalco Boulevard Harvey, LA	One Tank at Five Hundred Gallons
50. Any other mobile sites throughout the Parish as needed	

## **ATTACHMENT “D”**

### **FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.327 APPENDIX II TO 2 C.F.R. § 200**

#### **REMEDIES**

(For all awarded contracts with a value greater than Simplified Acquisition Threshold as defined in 2CFR200 (\$250,000.00))

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor’s subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this 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.

#### **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 General Terms and Conditions which are incorporated herein by reference in their entirety.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

(For all awarded contracts that meet the definition of “federally assisted construction contract” provided in 41 CFR Part 60)

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant

to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

### **DAVIS-BACON ACT**

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program for all awarded construction contracts with a value greater than \$2,000.00. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**)

The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(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, 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 (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from 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 (write in name of appropriate 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 (write in name of 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 (write in name of appropriate 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 (write in name of 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 (write the name of the 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 (write in the name of 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.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be

necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### **COPELAND “ANTI-KICKBACK” ACT**

(This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies. Provision shall be included in contracts and subcontracts for compliance with the Copeland “Anti-Kickback” Act. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the FEMA Public Assistance Program.)

Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA 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 of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

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

(This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.)

Compliance with the Contract Work Hours and Safety Standards Act.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 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 paragraph (b)(1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this paragraph, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** The 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 paragraph (b)(2) of this section.

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

Further Compliance with the Contract Work Hours and Safety Standards Act:

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number,

correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

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

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA 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:

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.

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(For all awarded contracts with a value greater than \$150,000.00)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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

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

**DEBARMENT AND SUSPENSION**

(Contractor must complete certification and submit prior to award.)

The Contractor represents and warrants that it and its subcontractors are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

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

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

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

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

**BYRD ANTI-LOBBYING AMENDMENT**

(Contractor must complete certification and submit prior to award.)

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.

**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, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:  
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

**PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

(for all FEMA declarations and awards)

Prohibition on Contracting for Covered Telecommunications Equipment or Services

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

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
  - i. Are not used as a substantial or essential component of any system; and
  - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

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

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

## **DOMESTIC PREFERENCES FOR PROCUREMENTS**

(for all FEMA declarations and awards)

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

For purposes of this clause:

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

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

## **ACCESS TO RECORDS**

The following access to records requirements applies to this contract:

- (1) The contractor agrees to provide Jefferson Parish, the recipient, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

## **DHS SEAL, LOGO, AND FLAGS**

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

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

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

**NO OBLIGATION BY FEDERAL GOVERNMENT**

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

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

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

**AFFIRMATIVE SOCIOECONOMIC STEPS**

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

**COPYRIGHT**

License and Delivery of Works Subject to Copyright and Data Rights

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

**CONFLICT OF INTEREST**

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission warrants that there are no "conflicts of interest" related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

**GENERAL PROVISION FOR DOMESTIC PREFERENCE FOR PROCUREMENTS**

As appropriate, and to the extent consistent with Uniform Guidance of 2 C.F.R. § 200.322, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**DEPARTMENT OF AGRICULTURE BUY AMERICAN PROVISION (7 C.F.R. § 210.21)**

(This specific requirement applies to contracts for projects receiving federal financial assistance through USDA. Pursuant to Uniform Guidance 2 C.F.R. § 200.322, performance of the provision for domestic preference applies to all contracts funded through federal financial assistance not only for the agricultural commodities)

Jefferson Parish requires that a [school food authority](#) purchase, to the maximum extent practicable, domestic commodities or products.

**Definition of domestic commodity or product:** the term ‘domestic commodity or product’ means

-

- \* An agricultural commodity that is produced in the [United States](#); and
- \* A food product that is processed in the [United States](#) substantially using agricultural commodities that are produced in the [United States](#).
- \* Any commodity required by the Federal Grant to be domestically manufactured; parts or equipment to be manufactured in the United States.

The School Food Authority and vendor shall comply with the **Buy American Provision** for all solicitations and contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products. This requirement pertains to component items. It does not include spices, sauces, etc.

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Section 12(n) of the National School Lunch Act defines “domestic commodity or

product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 14 days in advance of delivery. The request must include the:

Alternative substitute (s) that are domestic and meet the required specifications:

1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

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)

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](http://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

**ATTACHMENT "E"**

**Request for Proposals # \_\_\_\_\_**

**Project Description**

**SIGNATURE PAGE**

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified proposers who are interested in providing Fuel Delivery During a Declared Disaster from an Area Outside of Southern Louisiana for the for the Jefferson Parish Fleet Management Department.

**Request for Proposals will be received until 3:30 p.m. Local Time on: \_\_\_\_\_, \_\_\_\_\_, 2026.**

Acknowledge Receipt of Addenda: Number: \_\_\_\_\_  
Number: \_\_\_\_\_  
Number: \_\_\_\_\_  
Number: \_\_\_\_\_  
Number: \_\_\_\_\_  
Number: \_\_\_\_\_

Name of Proposer: \_\_\_\_\_

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

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

Signature of Person Authorized to Sign: \_\_\_\_\_

Type Name of Person Authorized to Sign: \_\_\_\_\_

Title 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 in accordance with Section(s) 1.12 and 3.7. Failure to sign will result in your submission being deemed un-responsive. Signing indicates you have read and comply with the Instructions and the Terms and Conditions of this RFP including but not limited to those discussed in Part III.**

ATTACHMENT "F"

**Evidence of Authority Instructions**

**Only an authorized Agent shall sign this proposal. Each Proposer is required to provide satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity, which shall be attached to the proposal.**

**The following page is a sample Corporate Resolution. This sample is supplied as a courtesy to Proposers, but it is the responsibility of the Proposer to insure the evidence of authority they submit to Jefferson Parish complies, in both form and content, with federal, state and Parish laws. Additionally, a sample Sole Proprietorship Certification may be found at <https://www.jeffparish.gov/466/Document-Library>**

*Instruction sheet may be omitted when submitting.*

**CORPORATE RESOLUTION**

Excerpt from minutes of meeting of the Board of Directors of

\_\_\_\_\_

At the meeting of directors of \_\_\_\_\_ 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 "G"

### Request for Proposal Affidavit Instructions

This affidavit is supplied as a courtesy to Affiant. It is the responsibility of the affiant to insure the affidavit submitted to Jefferson Parish complies, in both form and content, with federal, state and parish laws. 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.

#### **The Affidavit MUST comply with the following requirements to be accepted.**

- Must be signed by an authorized representative of the entity.
- Must be notarized by a notary with proper jurisdiction who must sign and print name, and include bar/notary number.
- Location where the notarization is taking place should be filled in at the top of the affidavit – not the location of the contract services.
- MUST select either Choice A or B when required.
- If choice A is selected, it must include an attachment.

#### **Affidavits with the following WILL NOT be accepted.**

- If both choice A and B are selected, the affidavit will not be accepted.
- An affidavit marked N/A will not be accepted.
- An affidavit missing attachment(s) when required will not be accepted.
- An affidavit that is notarized by a notary who does not have jurisdiction in the place where notarized or is not active will not be accepted.
- Affidavits that are older than six (6) months from the date of the bid opening will not be accepted.

*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 duly sworn by me, deposed and said that he/she is the fully authorized \_\_\_\_\_ of \_\_\_\_\_ (Entity), who submitted a proposal to the Parish of Jefferson in response to RFP Number \_\_\_\_\_. 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 current term of the elected official. 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.

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, if known to the Affiant, the date of any such solicitation shall be 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:

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.

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.

\_\_\_\_\_  
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 \_\_\_\_\_.