



CITY OF LAKE CHARLES

326 Pujo Street • P.O. Box 900
Lake Charles, LA 70602-0900
(337) 491-1263 • Fax (337) 491-1405

Department of Finance
Emily K. McDaniel, Director

Purchasing Division
Alecia Comeaux, Manager

DATE: AUGUST 26, 2022

PROPOSAL NO. 2023-01

FILE ID (RESOLUTION) NO. 180-22

NAME OF PROPOSAL: PROFESSIONAL SERVICES – PROGRAM MANAGER FOR CITY OF LAKE CHARLES COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY (CDBG-DR) DIRECT ALLOCATION

This letter extends to your firm an invitation to submit a proposal to supply the City of Lake Charles with equipment, supplies, and/or services as indicated above. Sealed proposals for the above will be received at the Office of the Clerk of Council, City Hall – 4th Floor, Lake Charles, up to **2:45 PM on TUESDAY, OCTOBER 4, 2022**. Proposals will be opened and publicly read on the same date at 3:00 PM in the City Council Chambers on the 1st Floor of City Hall. The City of Lake Charles reserves the right to reject any and all proposals for just cause.

Instructions for preparation and submission of a proposal are contained in the attached packet. Please note that specific forms for submission of a proposal are required. Proposals must be typed or printed in ink. If you do not submit a proposal, return the signed proposal invitation sheet and state reason. **Also, please clearly mark the outside of your proposal envelope as "NO PROPOSAL".**

Any changes to the conditions and specifications must be in the forms of a written addendum to be valid; therefore, the City will issue a written addendum to document all approved changes. **Any proposal submitted which does not include the addendum receipt acknowledgement form will not be considered.**

The City of Lake Charles has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City departments. The City affirmatively works to encourage utilization of disadvantaged, minority, and/or small business enterprises in our procurement activities. The City provides equal opportunities for all businesses and does not discriminate against any vendors regardless of race, color, religion, age, sex, national origin or handicap.

A proposal from your firm will be appreciated.

Sincerely,
Alecia Comeaux
Purchasing Manager

BELOW SECTION TO BE COMPLETED BY FIRMS SUBMITTING A "NO PROPOSAL"

Company Name: _____ Date: _____

Reason for "no proposal": _____

Remain on invitation list? Please circle one: YES NO

Signature: _____ Printed name: _____

The City of Lake Charles fully complies with Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act, and related statutes, executive orders, and regulations in all programs and activities. The City operates without regard to race, color, national origin, income, gender, age, and disability. Any person who believes him/herself or any specific class of persons, to be subjected to discrimination prohibited by Title VI/Americans with Disabilities Act may by him/herself or by representative file a written complaint with the City of Lake Charles. The City's Title VI Coordinator/ADA Coordinator may be reached by phone at (337) 491-1440, the Mayor's Action Line at (337) 491-1346, or contact the appropriate Department Head.

United for Progress and Prosperity

CENTRAL PURCHASING
CITY OF LAKE CHARLES
LAKE CHARLES, LOUISIANA

Is accepting **PROPOSALS** on:

PROFESSIONAL SERVICES – PROGRAM MANAGER

**CITY OF LAKE CHARLES COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY (CDBG-DR) DIRECT ALLOCATION**

**PROPOSAL #2023-01
FILE ID (RESOLUTION) #180-22**

This Public Proposal will be received by:
CLERK OF THE COUNCIL
326 PUJO ST., **4TH FLOOR**
P. O. BOX 900
LAKE CHARLES, LA 70602

until

2:45 P.M.

TUESDAY

OCTOBER 4, 2022

Advertisement in the OFFICIAL JOURNAL,
LAKE CHARLES AMERICAN PRESS

Please Read Carefully Special Terms and Conditions on
the Following Pages.

FIRM	Hunt, Guillot and Associates LLC (HGA)
ADDRESS	9357 Interline Avenue
	Baton Rouge, LA 70809
DATE	October 4, 2022
TELEPHONE #	(225) 927-6825
FAX #	(225) 927-6850

CITY OF LAKE CHARLES
DEPARTMENT OF FINANCE
CENTRAL
PURCHASING DIVISION

CITY HALL BUILDING
326 PUJO STREET
LAKE CHARLES, LOUISIANA 70601

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REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES – PROGRAM MANAGER

CITY OF LAKE CHARLES COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) DIRECT ALLOCATION

A. BACKGROUND

The City of Lake Charles (hereinafter referred to as the "COLC") is soliciting proposals from interested and qualified firms to provide Grant Administration and Project Management Services for a 2021 Community Development Block Grant – Disaster Recovery (CDBG-DR) grant. The City will receive a direct allocation of \$10,776,000 in CDBG-DR funding from the United States Department of Housing and Urban Development (HUD). The City will receive proposals from Proposers having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for this project must contain evidence of the Proposer's experience and abilities in the specified area and other disciplines directly related to the proposed service.

B. QUALIFICATIONS

The Proposer must show to the complete satisfaction of the COLC that it has the necessary abilities and financial resources to provide the services specified herein in a satisfactory manner. The Proposer should also give a past history and references in order to satisfy the COLC in regard to investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the COLC all information for this purpose that may be requested. The COLC reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy the COLC that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described within.

Evaluation of the Proposer's qualifications shall include:

- The ability, capacity, skill, financial and other necessary resources to perform the work or provide the services required.
- The ability to perform the work or provide the service promptly or within the time specified, without delay or interference.
- The character, integrity, reputation, judgement, experience and efficiency of the Proposer, and;
- The quality of performance of previous contracts or services.

The COLC is an Equal Opportunity Employer. We encourage all small, minority-owned firms, and/or disadvantaged business enterprises to apply.

C. SCOPE OF SERVICES

1. General Statement:

The COLC requests proposals for services of providing Grant Administration and Program Management Services for all activities related to its' 2021 CDBG-DR direct allocation. The COLC **does not** have any projects currently planned for this award. It will seek the consultant's expertise with CDBG-DR program eligibility to determine which project(s) it will undertake. **The deadline for the COLC's Public Action Plan and Implementation Plan to be submitted to HUD is November 28, 2022.**

2. Specifically, the COLC requests the following services to be provided:

- Action Plans, including outreach and community engagement, and support including Action Plan amendments.
- Program Development.

Specifications for RFP #2023-01 - Continued

- Establishment of program timelines, goals, metrics and deliverables.
- Document control and management.
- Policy development and review.
- Program and financial compliance requirements and local financial procedural support.
- Development of monitoring plans and execution of said plans.
- Manage program operations for all programs.
- Expertise in the use of HUD's Disaster Recovery Grant Reporting System (DRGR). Action Plans and Action Plan Amendments are to be submitted in DRGR. Consultant will be provided access to the DRGR system.
- All allowable reporting required in the DRGR system.
- Training/outreach support for City staff.
- Other support and consulting functions as required by the COLC.

D. TIMELINE

It is expected the Grant Administration and Project Management Services will begin in October, 2022.

- RFP Issued: August 26, 2022
- RFP Responses Due: October 4, 2022
- Selection of Consultant: October 18, 2022

NOTE: THE CITY RESERVES THE RIGHT TO DEVIATE FROM THESE DATES.

E. SUBMISSION REQUIREMENTS

A consultant, firm or combination thereof wishing to submit a proposal must include the following in their response:

- A brief history of the proposing entity, including general background and experience with units of local government, states and relative agencies.
- A listing of the personnel to be assigned to the project, including organizational structure and each person's area of responsibility. Resumes for each professional assigned to this project are also required. Responders must have sufficient and qualified staff immediately available to contract solicitations and to enter into and management any components targeted by the RFP.
- A statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested.
- The proposing entity's detailed Methodology and Approach for successfully submitting the necessary Public Action Plan and Implementation Plan for the COLC's CDBG-DR direct allocation.
- A description of the proposing entity's experience using the DRGR system.
- References including contact information for at least three organizations to which the consultant has provided services.
- A statement of conflicts (if any) the proposing entity or key employees may have regarding these services. The statement should include conflicts, as well as any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interests are identified, please state so.

EXHIBIT A PRICING SCHEDULE

The undersigned does hereby offer to perform services on behalf of the COLC, of the type and quality and conditions set forth in the Request for Proposal at the rates hereinafter set forth:

Staffing Plan

The initial staffing plan required by the COLC of its' CDBG-DR program includes:

Project Manager
Program Director
Program Specialist
Admin

Base Proposal

The Respondent shall thoroughly fill out the form or IT will be deemed "unresponsive." It shall be the sole responsibility of the Respondent(s) to review all components of this proposal and fully inform themselves as to all conditions and matters, which can in any way affect the work or the cost thereof. In no way shall the proposed contractor, after submitting proposal, seek an adjustment as a result of not being able to comply with the applicable federal, state and/or local laws, rules, regulations, ordinances, and/or codes.

For the following items of work:

Provide a lump sum price for developing and submitting the COLC's Public Action Plan and Implementation Plan \$ 75,000.00

Also, provide an hourly rate for the positions listed in the COLC's required staffing plan:

<u>Position</u>	<u>Hourly Rate</u>
Project Manager	\$ <u>\$165.00</u>
Project Director	\$ <u>\$195.00</u>
Project Specialist	\$ <u>\$135.00</u>
Admin	\$ <u>\$50.00</u>

EXHIBIT B SELECTION/SCORING CRITERIA

The City of Lake Charles may select any or all of the proposals that best contribute to the overall functioning of the City. All proposals will be evaluated by applying a set of evaluation criteria and awarding points to each proposal.

The following criteria and corresponding point system will be utilized to evaluate all respondents. The award will be made to the firm which scores the highest number of points and whose costs are deemed reasonable for similar work.

CRITERIA	MAXIMUM POINTS
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<u>Qualifications and Experience</u>	<u>0-30 points</u>
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- Qualifications of key staff to perform work
- Experience in performing like or comparable work

<u>Past Performance</u>	<u>0-20 points</u>
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- Quality of work and special capabilities to accomplish work
- Coordination and cooperation with municipalities, states or other governmental agencies
- Ability to meet deadlines and budgets

<u>Technical Capabilities</u>	<u>0-20 points</u>
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- Key personnel and support staff

<u>Pricing</u>	<u>0-20 points</u>
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- Price will be evaluated by the ratio method where the lowest cost receives the maximum points allowed for pricing. All other proposals will receive a percentage of the points available based on their cost relationship to the lowest.

Firms will be awarded 10 points for being a Disadvantaged Business Enterprise (DBE) or small business certifiable (MBE/WBE); if a firm is not a DBE/MBE/WBE, it will be awarded 5 points for having a small business certifiable status (MBE/SBE/WBE) on their team as a subcontractor. In order to receive points for any certification, a firm must document the certification by including it in their proposal.

TOTAL MAXIMUM POINTS	100 points
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EXHIBIT C
CDBG TERMS AND CONDITIONS/COMPLIANCE PROVISIONS
FOR PROFESSIONAL SERVICES CONTRACTS

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1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G 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, as amended, 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 Department 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 Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. CERTIFICATION OF NON-SEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

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

3. CIVIL RIGHTS

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

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

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

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

8. **AGE DISCRIMINATION ACT OF 1975**

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

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

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

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

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

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

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

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this

specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

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

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

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

C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such

design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

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

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. SUBCONTRACTS

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

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.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

25. CHANGES

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

26. PERSONNEL

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

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

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

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

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which

would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

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

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95 and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

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.

**APPENDIX II TO PART 200
CONTRACT PROVISIONS FOR
NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401,

"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System 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."

The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

EXHIBIT D
CITY OF LAKE CHARLES
MINIMUM INSURANCE REQUIREMENTS

Prior to commencing work hereunder, Vendor at his/its expense will procure insurance naming the City as an additional insured on liability coverage and furnish certificates as to such on the City's standard certificate form or standard Accord form certifying the coverage as follows:

- (a) **Workers' Compensation Insurance** – Vendor shall have and maintain during the life of this contract, Workers' Compensation Insurance for his employees connected to the work, in accordance with the Statutes of the State of Louisiana, and any applicable laws, including Employers' Liability with a limit of at least **\$100,000**.
- (b) **Comprehensive General Liability Insurance** – The Vendor shall have and maintain during the life of this contract, Comprehensive General Liability Insurance. Said Comprehensive General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following limits: **BODILY INJURY of at least \$1,000,000.00 PER PERSON, \$1,000,000.00 PER OCCURRENCE, PROPERTY DAMAGE of at least \$1,000,000.00 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000.00 COMBINED SINGLE LIMIT.**
- (c) **Comprehensive Automobile Liability Insurance** – The Vendor shall have and maintain during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least **\$500,000.00 PER PERSON, \$500,000.00 PER OCCURRENCE, PROPERTY DAMAGE/BODILY INJURY of at least \$500,000.00 PER OCCURRENCE, OR BODILY INJURY/PROPERTY DAMAGE of at least \$500,000.00 COMBINED SINGLE LIMIT.**
- (d) **Professional Liability Insurance** covering the Wrongful Acts of those professional firms and individuals performing services for the City of Lake Charles. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Consultants. The limits shall not be less than **\$1,000,000 COMBINED SINGLE LIMIT**. **WAIVER OF SUBROGATION** in favor of the City of Lake Charles shall be included on the Certificate. Other specific coverage related to the task being performed may be required.
- (e) All required insurance certificates shall be submitted to the Purchasing Manager. Consultant/Firm shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the City thirty (30) days prior written notice in the event a policy is changed or canceled.
The required insurance policy at the time of issue must be written by a company licensed to do business in the State of Louisiana and acceptable to the City of Lake Charles.
- (f) The Vendor shall not cause any insurance to be cancelled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the City shall receive by written notice as evidenced by return receipt of registered or certified letter a ten (10) day notice of non-payment of premiums and thirty (30) day notice on cancellation or non-renewal on the policy. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice to cancellation clause.
- (g) Vendor shall hold harmless, indemnify and defend the City of Lake Charles, its agents, officers and employees from and against any and all liability, losses, expenses, demands, claims, damages, suits or judgments for or on account of injury to or death of persons or damage to, destruction or loss of property, including but not by way of limitation, damage to property of the City of Lake Charles and injury or death of its agents, officers and employees, arising out of or in any way occurring directly or indirectly in connection with this contract, or work performed there under, including without limitation, delegable or non-delegable duties imposed upon Vendor whether or not any such injury, death or damage may have been caused in part by the negligence of the City of Lake Charles, its agents, officers and employees, or in whole or in part by the condition of the premises or a vice or defect thereof. Nothing herein shall be construed so as to require Vendor to indemnify or hold harmless the City of Lake Charles for damages caused solely by the negligence of the City of Lake Charles. However, Vendors shall be required to defend the City against any claim so made, should negligence be alleged to have been joint, several or alternative.

In all instances, Vendor must procure insurance naming the City as an additional insured on the general and auto liability coverage's, include a hold harmless agreement, and a waiver of subrogation when required by written contract.

The City of Lake Charles fully complies with Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act, and related statutes, executive orders, and regulations in all programs and activities. The City operates without regard to race, color, national origin, income, gender, age, and disability. Any person who believes him/herself or any specific class of persons, to be subjected to discrimination prohibited by Title VI/Americans with Disabilities Act may by him/herself or by representative file a written complaint with the City of Lake Charles. The City's Title VI Coordinator/ADA Coordinator may be reached by phone at (337) 491-1440, the Mayor's Action Line at (337) 491-1346, or contact the appropriate Department Head.

REQUIRED SIGNATURE PAGE FOR PROPOSALS

This page, signed by an authorized officer of your Firm, must affirm your proposal as the cover page.

I, the undersigned, having carefully examined the Request for Proposals, propose to furnish services in accordance therewith as set forth in the attached proposal.

I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any Contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

In order to induce the City to consider this proposal, the Firm irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the City of Lake Charles, and Firm further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the City of Lake Charles.

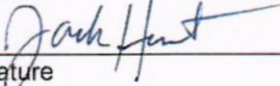
Please type or print legibly information below.

Proposer hereby acknowledges receipt of the RFP and agrees to Terms and Conditions set forth in this RFP.

PROPOSER INFORMATION

Firm Name: Hunt, Guillot and Associates, LLC (HGA)
Address: 9357 Interline Ave. City/State/Zip: Baton Rouge, LA 70809
Phone No.: (225) 927-6825 Fax No.: (225) 927-6850

AUTHORIZATION TO PROPOSE (must be signed):

By:  10/3/22 Jack Hunt
Signature Offer Date Printed Name

Primary Contact Person (If other than above):

Name: _____ Phone No: _____ Fax No: _____
Title: _____ Email Address: _____

If this proposal is being submitted on behalf of an agent/broker, please complete section below:

Submitted on behalf of: _____
Phone No: _____ Fax No: _____
Email Address: _____