

# Request for Proposal

## Consulting Services and Technical Assistance For CDBG, HOME, and IDIS HUD Programs

The City of Lake Charles, Louisiana’s Office of Community Development & Services is requesting proposals for professional consulting services and technical assistance for CDBG, HOME, and IDIS HUD Programs.

### **Section 1 - Background:**

The City of Lake Charles is an Entitlement Participation Jurisdiction and our program year begins on October 1 and ends on September 30. HUD Program year 2019 -2020 funding amounts and activities are as follows:

<b>CDBG ACTIVITY</b>	<b>CDBG FUNDING</b>	<b>ACTIVITY</b>	<b>HOME ACTIVITY</b>	<b>HOME FUNDING</b>	<b>ACTIVITY</b>
Planning & Admin	\$130,332		Planning & Admin	\$33,029	
Minor Homeowner Rehabilitation	\$40,500		CHDO	\$49,543	
Demolition/Clearance	\$25,000		Major Homeowner Rehabilitation	\$222,717	
Infrastructure/Public Facilities	\$358,082		Relocation	\$25,000	
Public Services	\$98,750				
<b>CDBG Total</b>	<b>\$651,664</b>		<b>HOME total</b>	<b>\$330,289</b>	

### **Section 2 - Statement of Needs / Scope of Work:**

Compliance with Federal, State and local rules, regulations and laws is implied in all requested tasks listed below that may include, but not be limited to:

1. Provide staff with ongoing consulting, including technical assistance and programmatic advice, related to the City of Lake Charles’ management of the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Neighborhood Stabilization Program (NSP) and HUD’s Integrated Disbursement Information System (IDIS). This may include remote and/or on-site training, participation in meetings/conference calls, emails correspondence, review of program or project specific documents, and miscellaneous Q&A related to program regulations, program income management, best practices, etc.

2. Assist staff in training, preparation, data entry, accomplishments and reports as required by HUD's Integrated Disbursement Information System (IDIS) related to all projects and activities. This may include review and assistance with the development of the Annual Action Plan (AAP), the Consolidated Annual Performance and Evaluation Report (CAPER) and/or any substantial amendments required to either plan, including the Five Year Consolidated Plan. This may include assessment and recommendation of best-suited projects for the City each program year. Preferred certified IDIS Specialist.
3. Assist staff in training, project evaluation, data entry, mapping and reports as required by HUD's Integrated Disbursement Information System (IDIS) for HERO's. This may include analysis of the impacts of HUD assisted projects to ensure that the proposed project does not negatively affect the surrounding environment and that the property site itself will not have an adverse environmental or health effect on end users. Every project must also comply with National Environmental Policy Act (NEPA), 24 CRF Part 50 and Part 58. This may also include tiered reviews, project specific reviews, Request for Release of Funds (RROF) and Notice of Funds Available (NOFA), etc. procedures.
4. Assist staff in training and development and/or completion of the Analysis of Impediments and Assessment of Fair Housing.
5. Assist staff in researching, application processing and grant award management for other HUD and non-HUD grant funding opportunities. This may include Emergency Shelter Grant (ESG), CDBG-Disaster Recovery (CDBG-DR), Federal Home Loan Bank (FHLB) and other grant funding sources.
6. Assist staff with financial and transactional management on all projects, regardless of funding sources. This may include programs such as Operating Funds, HOME, CDBG, NSP, Program Income, ESG, Brownfield Grants and FHLB. This may include application for additional grant resources and calculating HOME Match Liabilities, etc. This may also include working with the City's local Finance Department municipal accounting to reconcile accounting with HUD available funds.
7. Assist staff with oversight and coordination to provide regulatory and procedural guidance, data analysis, and assistance with working out troubled projects, regardless of funding source.
8. Assist staff in identifying and defining projects and activities that are most needed, impactful and effective for the City of Lake Charles based on the capacity of the

Office of Community Development and Services staff and the annual HUD funding awards, including non-HUD grant awards, subsidy layering, tax credits and/or program income secured during the program year. This may include community-planning, housing development, economic development, public services, public education and grant administration.

9. Assist staff with the preparation and of development of new program designs, policies and procedures, documents, agreements and contracts, procurement, program forms, protocols, project files, reports, underwriting, financial structuring, record keeping and monitoring procedures for all programs. Review and update of existing programs is also applicable. This service would be applicable to any funding source secured by Office of Community Development and Service.
10. Assist staff in review, selection and management of Developer, non-profits, CHDO's and/or sub-recipients for local registration/certification and funded projects. This may include certifying document submittals, review proposals for project RFP submittals, Housing Tax Credit layering, financials, invoicing, etc. This may also include training staff on the project selection process, including appropriate screening of projects based on eligibility and project readiness, understanding underwriting, developer capacity, market analysis, and other tasks, as necessary.
11. Assist staff in management and review of all documents submitted by sub-recipients / partners, who may be developers, non-profits, CHDO's, managers, tenants and property owners, in order to establish consistent procedures to facilitate compliance with all program or project-related reporting and recordkeeping requirements.
12. Assist staff with guidance and oversight of the management of land acquisitions, property adjudicated to the City and/or donated to a local Land Bank, where multiple funding sources may be utilized for a HUD funded project and/or activity.
13. Assist staff with compliance on lead and asbestos testing and/or abatement compliances during the scope of any applicable project.
14. Assist staff with compliance on the Davis Bacon Act.
15. Assist staff during local, state or federal program audits, including HUD's monitoring visits through preparation of HUD Exhibits prior to the visit and responses to any monitoring findings or concerns. Consultant shall advocate on Office of Community Development and Services behalf to the maximum extent appropriate.

16. Assist staff with preparation for public hearings, public notices, conducting hearings, fair housing seminars, community outreach, administrative education/ information, etc. This may include on-site visits to conduct these requested meetings.
17. Assist staff with ongoing project monitoring, documentation and program responsibilities for project with affordability periods and annual monitoring requirements.
18. Additional task orders may be requested by the City on an as needed basis to facilitate record-keeping allowing the City to distinguish between project-specific costs and general administrative costs.

### **Section 3 - Proposal and Submission Requirements:**

Interested parties are invited to secure a proposal package from the City of Lake Charles, 326 Pujoe Street, 5<sup>th</sup> floor Lake Charles, Louisiana 70601, and (337) 491-1440. Packets may also be obtained by emailing a request to Alisa Stevens, City of Lake Charles, at [alisa.stevens@cityoflc.us](mailto:alisa.stevens@cityoflc.us). Responses to this Request must be hand delivered or mailed to the above named persons at the above named address in such a manner that it is received no later than **9:00 a.m. (CST) December 23, 2019**.

Any and all questions must be submitted to COLC no later than **12:00PM (CST) on Monday, December 2, 2019** by writing or emailing the persons mentioned above. Responses to written questions will be released no later than December 5, 2019.

Proposals must be submitted by the time and date specified in this RFP.

Each Consultant Firm shall provide a submittal package based on the designated point evaluation scoring criteria. The submittal shall provide clear and sufficient information to enable the selection committee to evaluate the responsiveness and quality of the proposal. The Selection/Scoring Criteria will be used to evaluate all proposals received. Failure to provide all required information, including the "Required Signature Page for Proposals", shall be cause for rejection of the submittal as non-responsive.

The City will not be responsible for lost submissions forwarded through the U.S. Postal Service or any delivery service at any time before submission opening, or if hand-delivered to the incorrect location.

Consultant/Firm shall submit an original and five (5) copies of proposal by the date and time specified. Failure to submit the required number of copies may result in finding of nonconformance. Originals should be clearly marked.

Proposals submitted by facsimile (FAX) or e-mail will not be accepted. Any proposal received after **9:00 a.m. (CST) on December 23, 2019** will be deemed unresponsive and will be returned to Consultant/Firm unopened.

The City of Lake Charles is an Equal Opportunity Employer. Any persons requiring reasonable accommodation to respond to this solicitation are requested to contact Alisa Stevens at (337) 491-1465 to discuss their particular needs.

#### **Section 4- Public Disclosure**

It is understood and agreed upon by the Consultant/Firm in submitting a proposal that the City has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received; competitive technical information; competitive price information; and the City's evaluation concerns about competing proposals. Information releasable after award is subject to the disclosure requirements of the Louisiana Public Records Act. Consultant/Firm specifically waives any claims against City related to the disclosure of any materials if made under a public records request.

#### **Section 5 – City Commitment:**

1. City shall have the right to reject or accept any Proposal or offer, or any part thereof (i.e., any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, at its sole discretion.
2. This RFP does not commit the City to award, nor does it commit the City to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
3. The City reserves the right to terminate this RFP at any time prior to contract execution.
4. No prior, current, or post-award verbal conversation or agreement(s) with any officer, agent, or employee of the City shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.
5. The City reserves the right to revise any part of the RFP by issuing an addendum to the RFP at any time. Issuance of this RFP in no way constitutes a commitment by the City to award a contract. The City reserves the right to accept or reject, in whole or part, all Proposals submitted, and/or cancel this announcement if it is determined to be in the City's best interest. All materials submitted in response to this announcement become the property of the City, and selection or rejection of a submittal does not affect this right.

## **Section 6 – Late, Modified, or Withdrawn Proposals:**

1. Any proposal received after the exact time specified for receipt will not be considered.
2. No modification of a proposal, except a modification resulting from the City's request for "best and final offer," will be accepted.
3. No Consultant/Firm may withdraw his/her proposal within forty-five (45) days after the actual date of opening thereof.

## **Section 7 – Contract Term:**

Any contract resulting from this RFP will be for a one (1) year term, then thereafter with an option to renew annually, at the option of the City.

## **Section 8 - Proposal Format:**

1. Title Page – Show the RFP subject, the name of your firm, address, telephone number, name of contact person, email address, and date.
2. The proposal shall include an original proposal transmittal letter signed in blue ink by a representative authorized to contractually bind their firm to the proposal.
3. Company Profile –
  - a. State whether the responder is national, regional, or local;
  - b. State the location of the office from which the services will be provided when not provided on-site;
  - c. Provide a representative list of current and prior clients, including a contact person's name and telephone number, for whom such services have been provided, as references.
  - d. Provide work experience with the City of Lake Charles Office of Community Development and Services, if applicable.
4. Summary of Qualifications – Identify each person who will be involved in the provision of services described herein. Describe each person's qualifications, including relevant experience and education/training in CDBG, HOME and IDIS program management for participating jurisdictions, including number of years engaged in each type of work. Expertise with HUD's 2013 HOME Final Rule is required. Reserve the right to transfer hours among assigned staff based on workload and needs of the project when a task is within an approved maximum budget.
5. Litigation – State whether the responder has been involved in litigation within the last five years or if there is any pending litigation in any way arising out of the

performance or delivery of services similar to those described herein. If so, provide a brief explanation of the issues involved and the outcome, if resolved.

6. Statement of Needs – Please restate each requirement and discuss whether or not the responder can provide the described services, how the requirement will be met or the extent to which responder can meet the requirement.
7. Availability – Provide a statement of when the responder will be ready, willing and able to provide the services in accordance with this RFP and in accordance with respondent’s proposal, if selected. This shall include a statement of expected response time to a task order request.
8. Fees – provide a schedule of services based on items #a through d below. Due to the nature of this service, this will not be a fixed price contract. Time shall be tracked in fifteen (15) minute increments.
  - a. Provide detailed proposed fee structure, including hourly rate for each team member and their title as defined in Exhibit A. Projected hours listed are for pricing comparisons only and are no guarantees of time commitments.
  - b. Standard General & Administrative (G&A) rate for other direct & indirect costs within HUD-approved rate.
  - c. Standard profit margin for other direct costs within HUD-approved rate.
  - d. Indicate other typical expenses that may be requested for reimbursement such as meal per diems, maximum hotel per night cap, maximum vehicle rental per day cap, for travel requirements.
9. MWBE / Section 3 – Provide statement if Minority and/or Women Owned Business Enterprise and/or Section 3 Business.

## **Section 9 - Evaluation and Selection Criteria:**

### 1. Objective

The purpose is to evaluate all proposals with the ultimate interest of entering into an agreement with that Consultant/Firm determined to be most advantageous to the City, price and other factors considered.

### 2. Evaluation

A Source Selection Committee is appointed by the City President for the purpose of evaluating qualifications and proposals received in response to an RFP. The Committee will evaluate proposals submitted by qualified Consultants/Companies on the basis of the

guidelines set forth in the RFP. The City reserves the right to request additional information and clarification of any information submitted.

The Source Selection Committee will determine if interviews are necessary as part of its evaluation process.

All responses to the proposal will be evaluated according to the following criteria and corresponding point system. The proposal will be evaluated on the basis of written materials. Sufficient information must be included in the proposal to assure that the correct number of points is assigned. Incomplete or incorrect information may result in a lower score.

Item	Evaluation Score Methodology	Scoring Point Breakdown	Max Points Available
1	Availability and commitment of responder to provide the services immediately and expeditiously, as required within the two-year initial timeframe.	0-20	20
2	<p>Experience and qualifications specifically with City of Lake Charles' Office of Community Development and Services as involved in the CDBG, HOME and IDIS program services during the past 5 years and quality of relationship.</p> <p>Bidders will be ranked in order from best relationship to unsatisfactory. Bidder deemed best relationship will receive the maximum point score. Each succeeding bidder will receive a score in decreasing points. Ranked as: Unsatisfactory or no relationship; Satisfactory relationship; Outstanding relationship.</p>	0-20	20
3	Responder's approach, plan of work, recommended schedules, and overall understanding of the City of Lake Charles' needs.	0-15	15
4	Volume of contractual jurisdiction references provided by the responder as involved in the CDBG, HOME and IDIS program services during the past 5 years.	0-15	15



	<p>Bidders will be ranked in order from most qualified to least qualified. Bidder deemed most qualified will receive the maximum point score. Each succeeding bidder will receive a score in decreasing points. Ranked as: No jurisdiction previous experience; Under contract with 1-15 jurisdictions; Under contract with more than 15 jurisdictions.</p>		
5	<p>Contractual jurisdiction references demonstrating a thorough understanding of requirements and regulations governing the CDBG, HOME and IDIS programs and recommendation for re-hire.</p> <p>Bidders will be ranked in order from highest referral to lowest. Bidder deemed highest referral will receive the maximum point score. Each succeeding bidder will receive a score in decreasing points. Ranked as: Unsatisfactory; Satisfactory; Outstanding</p>	0-10	10
6	<p>Cost Competitiveness: A hypothetical estimate of work hours and job classifications has been developed and is shown on Exhibit B – Price Proposal. Each responder shall complete the Exhibit by inserting hourly billing rates and associated costs and include the completed form with their Proposal. The responder’s rates shall be the contractual rate if award is granted.</p> <p>Bidders will be ranked in order from lowest price to highest. Bidder deemed most economical will receive the maximum point score. Each succeeding bidder will receive a score in decreasing points. Ranked as: Most economical; customary; most expensive</p>	0-10	10
7	<p>Consultant / Firm serves as a subject matter expert / lead trainer for HUD sponsored workshops and training events for more than 2 years.</p>		5
8	<p>MWBE &amp; Section 3</p>		5

		TOTAL	100
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### 3. Recommendation and Selection

The City Administration will present its recommendation to The City of Lake Charles Council for award. As part of the negotiation process, the City reserves the right to negotiate with the successful Company. This award will be made to the most responsible firm or team whose proposal is determined in writing to be most advantageous to the City, based on the scoring criteria set forth in this document. The City also reserves the right to reject any and all proposals.

### **Section 10 – General Conditions:**

1. Consulting services and technical assistance shall begin with an Ordinance approved by City Council authorizing the City to enter a Professional Services Agreement (PSA) with the awarded bidder. Standard disclosures shall apply to this RFP and shall be added to awarded contracts.
2. The City will designate a point of contact responsible for formally requesting any type of assistance / task order from awarded bidder.
3. Awarded bidder will assign appropriate staff based on technical expertise and availability to each specific request.
4. Proposals submitted after the time and date specified in this RFP will not be considered.
5. The City of Lake Charles reserves the right to select the most responsive, favorable overall proposal, as determined by the City of Lake Charles using the proposed point system in its sole discretion, and may be awarded to a firm other than the lowest bidder. Price will be considered, but need not be the sole determining factor. The City of Lake Charles also reserves the right to request clarification of information submitted, to request additional information from any and/or all applicants, and to waive any irregularity in the proposal and review as long as Office of Community Development and Services procedures remain consistent with procurement requirements.
6. The City of Lake Charles further reserves the right to reject any and all proposals. In the event the Office of Community Development and Services does not find any proposals submitted in response to this RFP acceptable, it may reject all proposals and at its discretion re-open the proposal process to invite additional firms to submit proposals.

7. The City reserves the right to request additional information to clarify proposals. The City shall determine the appropriate means of clarification: telephone, e-mail, letter, or oral interviews.
8. All materials submitted in response to this RFP become the property of the City of Lake Charles and will be returned only at the option of City of Lake Charles. The City of Lake Charles reserves the right to use any or all ideas presented in any response to the RFP, and selection or rejection of the proposal does not affect this right.
9. After the initial review of proposals, the Office of Community Development and Services may invite representatives of firms responding to this RFP to discuss the proposal with the City's key personnel and/or Administration that would be engaged in the provision of services. Such interviews will be conducted for fact finding and explanation purposes. These may be in-person or electronic interviews. The City of Lake Charles will not be liable for expenses incurred in attending any such interview.
10. The City of Lake Charles will conduct contract negotiations with the firm whose proposal is deemed most responsive to the Office of Community Development and Services needs based on the results of the proposed point system. Until the City of Lake Charles acts formally to approve a contract, and until such contract is signed by both parties, the Office of Community Development and Services is not legally obligated in any respect.
11. The successful responder must maintain all licenses, permits, and other authorizations necessary to provide the needed services as required by federal, state, or local laws.
12. A Certificate of Insurance evidencing the minimum requirements set out in Exhibit A must be provided to and accepted by the City of Lake Charles prior to commencement of any work.
13. The successful responder will be required to indemnify, defend and hold the City, its officers and employees harmless from and against all losses, claims, suits, or judgments, including payment of attorneys' fees and costs, incurred or asserted against the City as a result of or arising from the firm's negligent acts or omissions. This provision of a contract resulting from this RFP will survive the expiration or termination of the contract.
14. The City of Lake Charles shall schedule for payment the invoices for services under this bid within thirty (30) business days after submission and accompanied by invoice.

15. The City of Lake Charles is exempt from all taxes. This shall apply to any reimbursement requests for travel expenses associated to a task order. A tax exempt form shall be furnished by the City of Lake Charles, if requested.
16. Any bid price submitted must be honored by the bidder for sixty (60) business days after the bid opening date. This is to provide a pool of alternate bid prices for a secondary / subsequent award consideration, in the event the initial bid award is declined. Any secondary / subsequent bidder may also elect to request a Bid Withdrawal at any time during the sixty (60) days.
17. Whenever quantities or usages are provided by the work descriptions, these quantities are estimates only. No guarantee or warranty is given or implied by the City of Lake Charles as to the total amount that may or may not be required to complete the work. These estimated numbers may be used to calculate total bid prices.
18. Agree by document signature to show a good faith effort to comply with the City of Lake Charles' Disadvantage Small Business Program. Participation by minority and/or disadvantaged business enterprise firms is encouraged.
19. Agree by document signature to show a good faith effort to comply with the City's Non-Discrimination Statement. Furthermore, Contractor shall acknowledge that all contracts shall contain provisions requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
20. Confirm by written proof that they are not listed as an EPLS (Excluded Parties List System) on the Federal Government's SAM's (System for Award Management) website at [www.sam.gov/portal/sam](http://www.sam.gov/portal/sam). Any bidder that is found listed on SAM's in violation shall automatically be rejected from bidding privileges, the City of Lake Charles Qualified Contractor Registration and/or bid award, by Category and/or in its entirety.

### **Section 11 – Proposal Checklist:**

The following checklist is provided as assistance to the development and organization of the RFP response. It in no way supersedes or replaces the requirements of the RFP. Please initial the lines below for each document / section attesting to the fact that you have read and/or included the documents in your RFP response.

Title Page with Firms Contact Information	_____
Signed Proposal binding to Scope of Work	_____
Company Profile	_____
Summary of Qualifications of Staff & Experience	_____
Summary of Litigation	_____
Statement of Needs to Scope of Work	_____
Availability to Perform Services	_____
Itemized Fee Schedule	_____
Acknowledgement of Evaluation Score Methodology	_____
Confirmation of MWBE and/or Section 3 Qualification	_____
Acknowledgement of Addendum, if applicable	_____
Certificate(s) of Insurance, Exhibit A	_____
Cost itemization for services scenario, Exhibit B	_____

**Section 12: Insurance**

Prior to the signing of this Agreement, Consultant shall furnish to the City proof of coverage for the following insurance coverage:

1. Professional Liability Insurance - \$1,000,000 limit;
2. Automobile Liability Insurance - \$1,000,000 limit or \$500,000 Combined Single Limit (CSL), with the City of Lake Charles named as additional insured; and
3. Workers' Compensation Insurance – Statutory Limits with waiver of subrogation

Insurance will be required at the time of execution of this Agreement between the City and Consultant. Proof of coverage will be required at that time.

**Section 13: Submittals Required upon Provisional Award**

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the submittal to be rejected as non-responsive:

- \_\_\_ Insurance Requirements as specified in Section 12, if not currently on file
- \_\_\_ A current, fully executed Taxpayer Identification Number (W-9 form)
- \_\_\_ A current The City of Lake Charles Occupational License, if applicable.

**Section 14: Invoices**

Certified itemized invoices to the City for the payment of these services shall be submitted to the Community Development & Services Department Attn: Alisa Stevens 326 Pujo St., 5<sup>th</sup> Floor, Lake

Charles, LA 70601 by the 10th of each month. All invoices must include a task summary to be processed.

### **Section 15: Hold Harmless**

To the fullest extent permitted by law, Company/Consultant shall indemnify, hold harmless, and defend the City Council, the Mayor, and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Company.

### **Section 16: Non-Assignability**

No Company/Consultant shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the City. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the City.

### **Section 17: Exclusions**

Pursuant to Louisiana Revised Statute 38:2227, Contractor must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Consultants must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery; contractors' misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the proposal.

### **Section 18: Disclosure**

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

## **Section 19: E-Verify Program**

Pursuant to Louisiana Revised Statute 38:2212.10, contractor must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with The City of Lake Charles has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. Contractor must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

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, or national origin. Any person who believes him/herself or any specific class of persons, to be subjected to discrimination prohibited by Title VI and/or 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.

**E-VERIFY AFFIDAVIT**

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

**BEFORE ME**, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, \_\_\_\_\_, the owner/authorized representative of

\_\_\_\_\_  
Company/Individual/Legal Entity Name

Who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Contractor verification of its current and future compliance with L.S.A. R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with The City of Lake Charles has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. The Contractor hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

Contractor shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the work without the prior written consent of The City of Lake Charles.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: The City of Lake Charles Purchasing Office, 326 Pujoe Street, Lake Charles, Louisiana 70601, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Date E-Verify ID Assigned

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
E-Verify ID

\_\_\_\_\_  
Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Signature

Printed Notary Name: \_\_\_\_\_

Notary/Bar Roll Number: \_\_\_\_\_

My Commission is For/Expires: \_\_\_\_\_



**PAST CRIMINAL CONVICTIONS OF BIDDERS ATTESTATION (LA. R.S. 38:2227)**

STATE OF \_\_\_\_\_  
PARISH/COUNTY OF \_\_\_\_\_

**BEFORE ME**, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, \_\_\_\_\_, the owner/authorized representative of

\_\_\_\_\_  
Company/Individual/Legal Entity Name

Appearer, as a Bidder on the herein named Project, does hereby attest that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to, any of the following state crimes or equivalent federal crimes:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

B. For five years prior to the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named herein, including any silent or dormant owner or manager, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Contractor's misapplication of payments (R.S. 14:202)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Issuing worthless checks (R.S.14:71)
- (i) Malfeasance in office (R.S. 14:134)

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Signatory of Bidder

\_\_\_\_\_  
Project Name/Number

\_\_\_\_\_  
Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Signature  
Printed Notary Name: \_\_\_\_\_  
Notary/Bar Roll Number: \_\_\_\_\_  
My Commission is For/Expires: \_\_\_\_\_

# Request for Proposal

## Consulting Services and Technical Assistance For CDBG, HOME, and IDIS HUD Programs

### Exhibit A - Price Proposal Scenario:

Name of Firm: \_\_\_\_\_

The Office of Community of Development has developed the following estimate of hours by classification for use in comparing the price component of each respondent's proposal. These estimates in no way bind the City of Lake Charles or Office of Community Development and Services as a commitment of hours or expenses to be expected. It is for comparative price review only.

Please complete the worksheet by entering responder's contractual hourly billing rate for each job classification and contractual reimbursable expense rate and attach to your proposal package. The responder's rates provided will be their contractual rate for services award contracts.

<b>Job Classification</b>	<b>Estimated # of Hours Required</b>	<b>Hourly Billing Rate*</b>	<b>Estimated Expense</b>
Executive Owner / Principal Consultant			
Senior CDBG / HOME Consultant			
Associate CDBG / HOME Consultant			
Certified IDIS Specialist / Senior IDIS Consultant			
Associate IDIS Associate Consultant			
Airfare for on-site training			
Car Rental for on-site training			
Hotel for on-site training			
Meal Per Diems for 3 meals daily x # of days			
General & Administrative (G&A) Rate	%		
Profit Margin Percentage	%		
<b>TOTAL COST TO CITY OF LAKE CHARLES</b>			

\* Hourly billing rates and reimbursable expenses are inclusive of all expenses and overtime charges. Senior Consultants must possess 10 + years of experience. Associate Consultants must possess 1-9 years of experience.

# REQUIRED SIGNATURE PAGE FOR PROPOSALS

***This page, signed by an authorized officer of your Company, must accompany 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 Company 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 Company 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: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

## AUTHORIZATION TO PROPOSE (must be signed):

By: \_\_\_\_\_  
Signature Offer Date Printed Name

Primary Contact Person (If other than above):

Name: \_\_\_\_\_ Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Title: \_\_\_\_\_ E-mail 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: \_\_\_\_\_

E-mail Address: \_\_\_\_\_