

David Alexander
Superintendent

Patricia Russo
Board President
District 7B

Taft Kleinpeter
Vice President
District 5B



1100 Webster Street
Donaldsonville, LA 70346
(225) 391-7000 (Gonzales) | (225) 257-2000 (Donaldsonville)
www.apsb.org

Robyn Penn Delaney, District 1
Scott Duplechein, District 2
Julie Blouin, District 3
Kerry Diez, District 4A
John Murphy, District 4B
Shawn Sevario, District 5A
Lorraine Wimberly, District 6A
Louis Lambert, District 6B
Troy Gautreau, Sr., District 7A

RFP-5131

RFP for COVID Recovery and Grants Management Dated May 11, 2020

■ 1.0 Public Notice-Invitation for Recovery Program and Grants Management Services

This Request for Proposals (RFP) is issued by the Ascension Parish School Board (hereinafter referred to as APSB).

The APSB has experienced damages as a result of the recent COVID-19 Pandemic. School Facilities and Administrative offices and personnel were closed by Governor John Bel Edwards under DR-4484 Orders (COVID-19 FEMA Act for Louisiana).

The school system is experiencing unexpected costs and limitations due to the pandemic. The School System desires to conduct a timely recovery and rehabilitation of all affected areas so that the students can return to their community school sites as soon as possible. The Ascension School System is seeking proposals from respondents with experience in FEMA programs, grants management, public assistance, hazard mitigation, Direct Federal Assistance and General Project Management. The successful proposer will be expected to provide expertise and options that will result in a fast recovery across the district and maximum reimbursement for funds spent during this process. The safety of our students is of the utmost priority therefore all necessary precautions must be taken to ensure that the return to school is environmentally safe and in compliance with applicable codes and regulations. The successful proposer shall engage all applicable authorities having jurisdiction to ensure code compliance and safety.

■ 2.0 RFP Scope of Services

The Scope of Services is to provide oversight and management of the recovery program and grants management services for COVID-19/DR-4484 Order from the State of Louisiana. It is the responsibility of the selected firm to follow all federal and state regulations set forth by FEMA and LA GOHSEP. Prospective applicants should need to follow and have an understanding of the FEMA Contract Provisions Template and the Federal Contract Clauses in ATTACHEMENT I below as of May 5, 2020.

A copy of this scope, with the above FEMA Contract Provisions Template can be obtained by visiting the website at www.apsb.org/covid or contacting Leslie Landry, Purchasing Secretary, 932 West Orice Rd. Gonzales Louisiana, 70737, 225/391-7134. The documents can also be found on www.bidsync.com

■ 3.0 General Information

It is the policy of the Ascension Parish School Board to provide equal opportunities without regard to race, color, national origin, sex, age, disabilities, or veteran status in educational programs and activities. This includes, but is not limited to, admissions, educational services financial aid and employment.

Respondents, their consultants, sub-consultants, or other parties representing the Respondent for this solicitation may not contact any member of the RFP Selection Panel concerning this project from the date of advertisement until after the date of selection.

The Ascension Parish School Board reserves the right to reject any and/or all of the proposals in response to this RFP.

The firm selected will be responsible for assembling the sub consultants necessary to meet the requirements of the RFP. The Ascension Parish School Board reserves the right to review the proposed firm/team and reject any sub consultants identified to be part of the applicant's team due to poor past performance.

■ 4.0 Proposal

The purpose of this response is to provide members of the RFP-5131 Selection Panel with specific information regarding the qualifications of interested firms submitting for a particular project.

Proposers should include a cover letter submitted on official business letterhead addressing the intent of the proposer to submit a response to this RFP.

Proposers should include an Executive Summary. This section should serve to introduce the purpose and scope of the proposal. This section should also include a summary of the proposer's qualifications and ability to meet the overall requirements of the RFP.

Proposers should give a brief description of their company to include brief history, corporate structure and organization, number of years in business, and copies of its latest financial statements, preferably audited.

Proposers should describe prior experience in working on projects of similar scope and size to RFP-5131. Provide the same information on all sub consultants that will participate.

Proposers shall provide a technical proposal as part of the response. The Technical Proposal shall consist of a written narrative and should include enough information to satisfy evaluators that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein.

The proposer must sign and submit the Certification Statement shown in Attachment I.

Proposers shall provide at least two references with Name and contact information for their firm and for their sub consultants.

Proposers shall provide a Cost Proposal (attachment II) as part of the response.

Proposers should provide resumes for the individuals assigned to this contract evidencing the staff positions the individual will be assigned. The individual should be further identified as either a company employee or sub-contractor. The proposer should provide detailed information addressing the experience and qualifications of assigned personnel. The following is a list of proposed positions:

1. Program Director
2. Policy Expert
3. Senior Project Manager

4. Project Manager
5. Assistant Project Manager
6. Project Controls Specialist
7. Document Controls Specialist
8. Administrative Assistant
9. PA Policy Specialist
10. Reimbursement Specialist
11. Closeout Specialist
12. Data Manager
13. Accounting/Audit Support Specialist
14. Insurance specialist
15. Damage Assessment Team Lead
16. Subject Matter Expert
17. Cost Estimator
18. Scheduler
19. Principal

4.1 Deadline and Submittal

Six (6) copies and (1) digital format of the proposal shall be submitted to Mr. Carl Fontenot, APSB Supply Chain Supervisor, Ascension Parish School System, 932 West Orice Rd. Gonzales Louisiana, 70737, not later than 10:00 a. m., Tuesday, June 16, 2020.

The outside of the RFP envelope/box (or outermost envelope/box if mailed by and delivered by United States Mail, Express Mail, Priority Mail, UPS, Federal Express, and all other similar types of carrier delivery,) **must be labeled with the following information:**

- o **Owner's Name**
- o **Company Name**
- o **Request for Proposal Number (See acceptable formats below):**
 - **RFP-5131**
 - **RFP5131**
 - **Request for Proposal RFP-5131**
 - **Request for Proposal RFP5131**
 - **Request for Proposal 5131**
- o **Louisiana Contractor's license number of the Bidder** (if applicable)

Failure to label all envelopes or boxes exactly as stated above shall result in a **MANDATORY** rejection of this bid. APSB does not have the right to waive informalities as dictated by public bid law. Sole responsibility for properly labeling, mailing and delivering of bids is that of the bidder.

Below is a sample of a correctly worded label, this label can be cut out and used as your label(s) if desired.

Preferred method is to label 2 sides of all envelopes/boxes.

Request for Proposal RFP-5131

Company Name: _____

Address 1: _____

Address 2: _____

LA License #: _____

**Ascension Parish School Board
APSB Distribution Center
932 W. Orice Roth Road
Gonzales, LA 70737**

Proposals will only be accepted from the following three options:

1. **Hand Delivery – 932 W. Orice Roth Road, Gonzales, LA 70737**
2. **Sent by registered or certified mail with a return receipt requested, to: 932 W. Orice Roth Road, Gonzales, LA 70737**
3. **Electronic Submission via BidSync.com**

PLEASE BE AWARE THAT THE SUBMISSION OF BIDS/PROPOSALS VIA BIDSYNC WILL REQUIRE A CREATION OF A DIGITAL SIGNATURE. THIS CAN TAKE UP TO SEVEN (7) DAYS TO COMPLETE. CONTACT BID SYNC FOR DETAILS (1-800-990-9339)

Unless otherwise stated or required by the instructions, all other attachments or embellishments shall be excluded. It is also requested that Application forms not be bound into a booklet, but be stapled in the top left corner.

Proposals that have not been received by the deadline (date and time above) will be rejected.

Late Proposals shall not be accepted nor shall additional time be granted to any potential Respondent. Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

Respondents assume the risk of the method of dispatch chosen. The Ascension Parish School System assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt of response by the APSB Office.

Proposals will be opened at the School Board Office, immediately following the deadline for receiving the proposals on the above noted date.

4.2 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled for a one-year term to begin on or about July 2020. This term may be adjusted based on scheduling discussions with the firm who is awarded the rfp.

4.3 Proposer Inquiries and Point of Contact

The sole point of contact for this RFP is:

Mr. Carl Fontenot
Ascension Parish School System – Supply Chain Supervisor
932 W Orice Roth Road
Gonzales, LA 70737
Ph: (225) 391-7133
Fx: (225) 391-7132
purchasing@apsb.org

*All written or verbal correspondence regarding the RFP should be directed to the RFP Sole Point of Contact.

4.4 Preparation Costs

The Ascension Parish School System is not responsible for any costs associated with the preparation, submittal, or presentation of any response.

4.5 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Ascension Parish School System's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal constitutional statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Ascension Parish School System or in the employment practices of the Ascension Parish School System's contractors. Accordingly, all Respondents entering contracts with the Ascension Parish School System shall, upon request, be required to show proof of such nondiscrimination.

4.6 Minority and Women-Owned Business Enterprises Participation

The Ascension Parish School System encourages participation from minority-owned, and women-owned businesses. Incorporation of these types of firms into the project team is encouraged.

4.7 Small Business Enterprises Participation

The Ascension Parish School System encourages participation from small business enterprises. Incorporation of these types of firms into the project team is encouraged.

4.8 Labor Surplus Firms Participation

The Ascension Parish School System encourages participation from small business enterprises. Incorporation of these types of firms into the project team is encouraged.

4.9 Veteran and Hudson Initiative Programs

The Ascension Parish School System encourages participation from veteran owned business enterprises.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

4.10 Required Review and Waiver of Objections by Respondents

Respondents should carefully review this RFP and all attachments for defects, objections, or any other matter requiring clarification or correction. Comments concerning RFP objections must be made in writing no later than 5 days prior to the RFP deadline. This will allow issuance of any necessary amendments.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the Ascension Parish School System Office prior to the deadline above.

*Submittal of a Response shall constitute acceptance of the terms, conditions, criteria, requirements, and evaluation process of the RFP and resulting contract, and operates as a waiver of any objection.

4.11 Response Withdrawal

Respondents may withdraw a submitted Response at any time up to the deadline for submittal. To withdraw a Response, the Respondent must submit a written request, signed by an authorized representative, to the RFP point of contact before the deadline for submitting Statements of Qualifications. After withdrawing a previously submitted Response, the Respondent, may submit another Response at any time up to the deadline for submitting Statements of Qualifications.

4.12 Response - Amendments and Errors

The Ascension Parish School System shall not accept any amendments, revisions, or alterations to Proposals after the deadline for submittal.

Respondents are liable for all errors or omissions contained in their Proposals. Respondents shall not be allowed to alter Proposals documents after the deadline for submittal.

4.13 Property of Response

All Statements of Qualifications and other materials submitted in response to this RFP procurement process become the property of the Ascension Parish School System. Selection or rejection of a response does not affect this right. All submittal information shall be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Upon the completion of the review and evaluation of all proposals submitted in response to the RFP, all proposals shall become public documents of the Ascension Parish School System and open for review by the public. By submitting a Response, the Submitter acknowledges and accepts that the full contents of the Response shall become a public record open to public inspection. The wishes of any Respondent marking a Response, or any part of a Response as proprietary and/or confidential shall be neither accepted nor honored.

4.12 Insurance Requirements

See Insurance requirements for Vendors 2016 which can be found at www.apsb.org/covid

4.13 Addenda

Prior to the deadline for proposals, the APSB reserves the right to issue addenda to the RFP Procedures and Scope of Services. Respondents are responsible for ensuring receipt of all addenda and incorporating any changes into their proposal. Respondents shall acknowledge receipt of all addenda by listing those received in their cover letter. The owner reserves the right to reject a proposal for failure to acknowledge receipt of any addenda. Addenda will be posted at www.apsb.org/covid and at www.bidsync.com

■ 5.0 Evaluation Criteria and Selection Process

5.1 Evaluation and Selection

All responses received from this RFP will be evaluated by the Selection Panel for the purpose of selecting the Proposer that provides the best value for the Ascension Parish School Board.

5.2 SELECTION PROCESS:

The contract for this project will be awarded through a qualifications based selection process. All qualification statements submitted for this project will be reviewed by an RFP Selection Board. The selection process shall be as follows:

1. Each RFP Selection Board member shall independently evaluate each proposal submitted or this project in accordance with the general criteria as shown in Section 5.1.
2. Based upon each member's evaluation of the RFP submittals, each member shall rate each firm utilizing a standard Score Card. Each RFP Selection Board member shall finalize their score card to establish their top five (5) firms from the list of firms under consideration.
3. On the first ballot, each RFP Selection Board member shall then vote for their top five (5) firms in accordance with the following weighted voting schedule:
 - a) Five points for the first rated firm
 - b) Four points for the second rated firm
 - c) Three points for the third rated firm

- d) Two points for the fourth rated firm
- e) One point for the fifth rated firm
- f) Zero Points for all other firms

4. The score of all firms shall then be totaled.

5. At this point the RFP Selection Board may select the highest scoring firm/team and move towards a contract. The RFP Selection Board may also chose to invite the top three (3) highest ranking firms to make Oral Presentations to the RFP Selection Board at a subsequent meeting.

6. If oral presentations are deemed necessary by the selection panel, the RFP Selection Board shall convene to hear Oral Presentations by the top three short listed firms. Upon completion of the Presentations each RFP Selection Board Member shall re-evaluate and complete their scoring and the RFP Selection Panel Members shall vote for one (1) firm from the short list. For a firm to be selected it must receive a simple majority of the votes being cast by the RFP Selection Board members voting.

7. If a firm does not receive a simple majority after the post-presentation ballot an additional ballot shall be taken with the top two (2) highest ranking firms. In the event of a tie, the RFP Selection Board shall first have a runoff vote for the tied firms. This vote shall be a single vote by each RFP Selection Board member until one of the tied firms receives a majority. If there is still a tie, the RFP Selection Board Members shall re-vote until the tie is broken.

8. Once the top two (2) highest ranking firms have been obtained, a third ballot (or fourth ballot shall be taken) until one (1) firm receives a simple majority of the votes being cast. If no firm receives a simple majority of the votes being cast after two (2) rounds of balloting, the following tie breaking procedure shall be followed:

1st Tie Breaker: The first tie breaker shall be the total number of points a firm received on the first round ballot. If both firms received the same number of total points the second tie breaker shall be utilized.

2nd Tie Breaker: The second tie breaker shall be the total number of first place votes each firm received on the first round ballot. If both firms received the same number of first place votes, the following tie breaker shall be utilized.

3rd Tie Breaker: The Chairman of the RFP Selection Board shall select one of the two firms.

9. The RFP Selection Board reserves the right to discuss the firms being considered prior to any voting or balloting.

Sample RFP Selection Board Score Card

SCORECARD FACTORS

Weight/Pts

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <p>1. Firm/Sub-consultants/Key Personnel Qualifications and Experience</p> <ul style="list-style-type: none"> ○ Firm/Team shall be evaluated based on project specific experience and resources. ○ Does the firm's experience indicate examples of projects with similar scope of work? ○ Reputation of the firm (applicant) and sub consultants for personal and Professional integrity and competence. ○ Primary focus should be on Prime Consultants Experience however the other team members (sub consultants) must be considered. ○ Specific Personnel Experience with Similar Projects should be considered | <p>0-30 pts.</p> |
| <p>2. Proposal/Understanding and Technical Approach</p> <ul style="list-style-type: none"> ○ Firm/Team's response should identify understanding of project scope | <p>0-30 pts</p> |

- The past work experience for both the firm and their personnel should reflect/match project scope and user agency specifications.
- Consider the firm’s Responsiveness and ability to follow instructions during the RFP process.

3. Size of Firm and Current Workload 0-20pts

- Consideration to the size of the firm/team and available key personnel must be considered relative to the size of the project. This must be evaluated concurrently with the firm’s current workload.
- Number and size of projects currently under contract must be considered in relation to available Staff.
- A firm with capacity to take on more work should score higher in this category than a firm who appears to be spread out on current projects
- Consider the firm’s ability to service the contract in a timely fashion. Is the firm able to begin work immediately and continue until the work is completed?

4. Cost Effectiveness 0-20 pts

- Panel Members shall consider cost effectiveness of the proposal

5.3 Right to Reject Proposals

The Ascension Parish School System reserves the right, at its sole discretion, to reject any and/or all Proposals or to cancel this RFP in its entirety.

Any submittal that does not meet the requirements of this RFP may be considered to be non-responsive, and the submittal may be rejected. Respondents must comply with all of the terms of this RFP and all applicable local, state, and federal laws and regulations.

■ 6.0 Schedule of Events

The following RFP Schedule of Events represents the Ascension Parish School System’s best **estimate** of the schedule that shall be followed. Unless otherwise specified, the time and day for the following events shall be between 8:00 a.m., and 6:30 p.m., Central Standard Time.

The Ascension Parish School System reserves the right at its sole discretion, to adjust this schedule, as it deems necessary.

Event	Date	Time
Initial Advertisement	05/14/2020	N/A
Deadline for written inquiries	06/04/2020	2:00pm
Issue Responses to written inquiries	06/09/2020	2:00pm
Deadline for Receipt of Proposals	06//16/2020	10:00am
Notice of Intent to award	07/2020	n/a

ATTACHMENT II – FEDERAL CONTRACT CLAUSES

FEDERAL CONTRACT CLAUSES

Since the parties anticipate that federal funding will be applied to this Agreement, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned.

EQUAL EMPLOYMENT OPPORTUNITY

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this

section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses

to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

CLEAN AIR ACT

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

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

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

ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the 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 (P.L. 94-163).

CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

FEDERAL WATER POLLUTION CONTROL ACT

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

(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

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

SUSPENSION AND DEBARMENT

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

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

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

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract

that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award shall 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

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

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,

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

COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

ATTACHMENT II - CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT: The APSB requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date

Official Contact Name: _____

A. E-mail Address: _____

- B. Telephone Number with area code: () _____
- C. Facsimile Number with area code: () _____
- D. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the APSB to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

The information contained in its response to this RFP is accurate;

Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;

Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.

Proposer's quote is valid for at least 90 days from the date of proposal's signature below;

Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III - COST PROPOSAL

(***NOTE** – Cost Proposal should be submitted under separate cover and not with Technical Proposal)

Position Description	Hourly Rate ¹
Program Director	
Policy Expert	
Senior Project Manager	
Project Manager	
Assistant Project Manager	
Project Controls Specialist	
Document Controls Specialist	
Administrative Assistant	
PA Policy Specialist	
Reimbursement Specialist	
Closeout Specialist	
Data Manager	
Accounting/Audit Support Specialist	
Insurance Specialist	
Damage Assessment Team Lead	
Subject matter Expert	
Cost Estimator	
Scheduler	
Principal	
SUM OF HOURLY RATES	

¹ Hourly rates listed in response to the above may be decreased through negotiation in any contract entered into as a result of this RFP, including the original contract and renewals, but cannot be increased.

END OF RFP-5131