304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

REQUEST FOR PROPOSALS

DISASTER RECOVERY AND FEMA PROJECT MANAGEMENT SERVICES

JEFFERSON DAVIS PARISH POLICE JURY

Project No. 2026010 RFP No. 2026010

Proposals Due: Monday, December 21, 2026, 12:00 Noon CT

Issued: November 20, 2026

NOTICE OF REQUEST FOR PROPOSALS

The Jefferson Davis Parish Police Jury (the "Police Jury") will receive proposals from qualified firms for standby Disaster Recovery and FEMA Project Management Services until 12:00 Noon CT, Monday, December 21, 2026. Proposals may be submitted either (a) electronically through Central Bidding (www.centralbidding.com), or (b) as a sealed paper proposal delivered to the Police Jury office, 304 North State Street, Jennings, LA 70546 (mailing: P.O. Box 1409, Jennings, LA 70546). Proposals received after that time will not be considered. The RFP is available from the Parish Administrator at the contact below and on www.jdppj.net and www.centralbidding.com. The Police Jury reserves the right to reject any or all proposals and to waive informalities.

This procurement may be paid in whole or in part with FEMA and other federal funds and follows 2 CFR 200.317–200.327. It is a competitive proposal procurement under 2 CFR 200.320(b)(2), not a bid under the Louisiana Public Bid Law. Proposals will be evaluated on ability to perform (40 points), key personnel (30), case studies and experience (20), and price (10), as described in the RFP. There is no geographic preference. Small, minority-owned, women-owned, and veteran-owned businesses and labor surplus area firms are encouraged to submit proposals.

This notice will be published in the official journal of the Police Jury, Jennings Daily News, on Friday, November 20, 2026 and Friday, November 27, 2026. The RFP will also be posted on www.centralbidding.com and www.jdppj.net on November 20, 2026.

PART I: OVERVIEW

1.1 Background/Purpose

The Police Jury seeks proposals from qualified firms to provide, on an as-needed basis, disaster recovery, FEMA Public Assistance (PA) project management, hazard mitigation, and grant management services for current and future declared disasters and emergencies. The intent is to maximize eligible federal and state funding, maintain compliance with grant requirements, and supplement Police Jury staff where needed. Submittal of a proposal does not create any right or expectation to a contract.

1.2 Definitions

- Shall/Must – mandatory requirement.
- May – permissible action. Should – desirable action.
- Police Jury – the Jefferson Davis Parish Police Jury.
- Proposer – a person or entity responding to this RFP.

- Provider – the Proposer awarded a contract.
- Evaluation Committee – the committee established to evaluate proposals.

1.3 Schedule of Events

Event	Date	Time (CT)
First advertisement / RFP available	Friday, November 20, 2026	
Second advertisement	Friday, November 27, 2026	
Pre-proposal conference	None	
Deadline for written inquiries	Friday, December 4, 2026	12:00 Noon
Answers / final addendum issued (no later than)	Friday, December 11, 2026	12:00 Noon
Proposals due	Monday, December 21, 2026	12:00 Noon
Evaluation Committee scoring and ranking	On or before Wednesday, January 6, 2027	
Oral presentations, if needed	On or before Wednesday, January 6, 2027, if needed	
Evaluation Committee review and recommendation	On or before Wednesday, January 6, 2027	
Notification of recommended award to proposers by email	On or before Thursday, January 7, 2027	
Award by Police Jury (Regular Meeting)	Regular meeting, Wednesday, January 13, 2027	5:00 PM
Contract execution and Notice to Proceed	After award, upon signed contract and insurance	

The Police Jury may revise this schedule by addendum. No addendum will be issued within seventy-two (72) hours before the proposal due time, excluding Saturdays, Sundays, and legal holidays; if one is needed, the due date will be extended by addendum. If oral presentations are held, the award may move to the next regular Police Jury meeting.

1.4 Proposal Submittal

Proposers may submit by either of the following methods (not both required): (a) Electronically through Central Bidding (www.centralbidding.com) by 12:00 Noon CT, Monday, December 21, 2026. For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814. The

solicitation will be listed by Owner and will include the Project Number; or (b) One (1) signed original, four (4) copies, and one (1) electronic copy (USB) in a sealed package marked with the Proposer's name and address, "Disaster Recovery and FEMA Project Management Services," the RFP number, and the due date (December 21, 2026), delivered by hand, courier, or certified mail by the same deadline to:

Jefferson Davis Parish Police Jury
Attn: Ben Boudreaux, PE, PTOE, MBA, Parish Administrator
304 North State Street (P.O. Box 1409)
Jennings, LA 70546

The Proposer is solely responsible for timely delivery by either method. Late proposals will not be considered. Proposers new to the Police Jury should include a W-9 with a paper submittal (or as otherwise allowed by the electronic system).

1.5 Proposal Response Format

Proposals should follow this order. There is no overall page limit.

A. Cover Letter – understanding of the work, willingness to contract, federal tax ID, and the persons authorized to bind the Proposer and to answer questions. State the signer's authority (corporate officer on the Secretary of State annual report, or authorized by resolution); evidence of authority will be required before award.

B. Table of Contents.

C. Qualifications and Experience – firm history and similar services to governmental entities completed within the last three (3) years (client, year and duration, services, and key staff who will serve this contract).

D. Technical Approach – how the Proposer will perform the Scope of Services, including PA project formulation, documentation, compliance, and closeout.

E. Key Personnel and Resumes – the engagement lead and grants management specialist, with years in FEMA and disaster recovery work. Key personnel must be committed to this contract.

F. Case Studies – at least two (2), no more than one page each, describing engagements similar to this RFP.

G. Capacity and Response Time – staffing available and how quickly staff can deploy after a declared event.

H. References – five (5) public entities for which comparable services were recently provided, with contact names and phone numbers.

I. Price Proposal – fully loaded hourly rates on Attachment A-2, firm for the contract term.

J. Required Forms – Attachments C, E, and G, signed and notarized where indicated, plus proof of SAM.gov registration (UEI). Attachment I does not need to be signed; it is incorporated into the contract.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Services

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

Services are on an as-needed basis. No work will be performed without a written task order or notice to proceed from the Police Jury. The detailed scope is in Attachment A-1. The work is federally funded; the Proposer must have an active SAM.gov registration and Unique Entity Identifier (UEI) and must not be suspended or debarred.

2.2 Period of Agreement

The contract term will be three (3) years beginning on execution, with the option of two (2) one (1) year renewals by mutual agreement. The Police Jury may extend the term to complete work on an open disaster that cannot reasonably be transitioned to another contract.

2.3 Price Schedule

Hourly rates shall be firm for the contract term, inclusive of all overhead, travel, and expenses unless otherwise stated in Attachment A-2. Contingency or percentage-of-recovery fees are not allowed. The Police Jury has determined that no other contract type is suitable for as-needed disaster services whose scope cannot be known in advance, so the contract will be time-and-materials under 2 CFR 200.318(j). Each task order will set a ceiling price that the Provider exceeds at its own risk, and the Police Jury will closely monitor hours and costs. Cost-plus-a-percentage-of-cost and percentage-of-construction-cost pricing are prohibited (2 CFR 200.324(c)). Any other direct costs allowed in Attachment A-2 are reimbursed at actual cost without markup and only if allowable under 2 CFR 200 Subpart E.

2.4 Deliverables

Deliverables include those listed in Attachment A-1, monthly status reports, and complete project files suitable for audit and closeout. Proposers should describe how each will be provided.

PART III: EVALUATION

This is a competitive proposal procurement under 2 CFR 200.320(b)(2). Proposals will be scored by the Evaluation Committee on the criteria below. Proposers should identify where each criterion is addressed in their response. Proposals are evaluated on what is submitted, not on what may be inferred.

Evaluation Criteria	Possible Points
Demonstrated ability to perform the Scope of Services (approach and capacity)	40
Case studies and relevant FEMA PA/HMGP experience	20
Quality and experience of key personnel	30
Price proposal	10
Total	100

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

Price Scoring. The evaluated price is the sum of each proposed hourly rate for positions 001–007 on Attachment A-2 multiplied by the weight assigned to that position in the table below. The lowest evaluated price receives 10 points. Other proposals receive 10 × (lowest evaluated price ÷ Proposer's evaluated price), rounded to two decimals. A rate must be entered for each of positions 001–007. A proposal that leaves any of those seven rates blank is nonresponsive on price.

Item	Position	Weight
001	Principal / Program Director	3.00%
002	Project Manager	14.24%
003	Grant Manager / Project Writer	60.43%
004	Cost Estimator / Engineer	3.00%
005	Hazard Mitigation Specialist	13.33%
006	Data / Document Manager	3.00%
007	Administrative / Clerical	3.00%
	Total	**100.00%**

Evaluation Procedure. Each Evaluation Committee member will sign a no-conflict statement, independently score each proposal on Attachment F, and the scores will be totaled to rank the proposals. The scores, ranking, and basis for selection will be kept in the procurement file (2 CFR 200.318(i); 200.320(b)(2)(ii)).

The Police Jury may hold oral presentations with the top-ranked Proposers. Award will be made to the responsible Proposer whose proposal is most advantageous to the Police Jury, price and other factors considered. The Police Jury may award to more than one Proposer if in its best interest. Before award, the Police Jury will confirm that the selected Proposer is responsible (2 CFR 200.318(h)) and is not excluded in SAM.gov (2 CFR Part 180), and will complete a cost or price analysis comparing the proposed rates to its independent cost estimate (2 CFR 200.324(a)).

PART IV: GENERAL PROVISIONS

4.1 Inquiries

All questions must be in writing to Ben Boudreaux, PE, PTOE, MBA, Parish Administrator, at ben@jdppj.net, by the inquiry deadline. Answers will be issued only by addendum and published on www.jdppj.net and www.centralbidding.com. Oral answers are not binding.

4.2 Blackout Period

From issuance until award, Proposers shall not contact Police Jury members, staff, or consultants about this RFP except the designated contact. Violation may result in disqualification. Incumbent providers may communicate only about their existing contract.

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

4.3 Addenda and Withdrawal

The Police Jury may issue addenda, change the schedule, or cancel or reissue this RFP. Proposers must acknowledge all addenda on Attachment A-2. A proposal may be withdrawn by written request before the due time.

4.4 Public Records and Confidential Information

Proposals are public records under R.S. 44:1 et seq. Trade secrets must be marked “CONFIDENTIAL” page by page, with a redacted copy. Price proposals are not confidential.

4.5 Cost of Preparation and Ownership

The Police Jury is not liable for any cost of preparing a proposal. Proposals become property of the Police Jury.

4.6 Proposal Validity

Proposals shall remain valid for one hundred twenty (120) days after the due date.

4.7 Rejection and Waiver

Issuance of this RFP is not a commitment to award. The Police Jury may reject any or all proposals and waive administrative informalities.

4.8 Subcontracting

The Provider is the prime and is responsible for all work. Subcontractors must be identified in the proposal and are subject to all contract terms. When subcontracting, the Provider shall take the steps in 2 CFR 200.321(b) to include small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms.

4.9 Contract Negotiation and Award

The Police Jury will negotiate with the top-ranked Proposer. If agreement is not reached, it may negotiate with the next-ranked Proposer. The RFP, addenda, and the selected proposal become part of the contract. Award is subject to approval by the Police Jury. Corporations and LLCs must be in good standing with the Louisiana Secretary of State (R.S. 12:26.1; R.S. 12:1308.2).

4.10 Insurance

Before work begins, the Provider shall provide certificates of insurance meeting Attachment D, naming the Police Jury as additional insured where applicable.

4.11 Indemnification

The Provider shall defend, indemnify, and hold harmless the Police Jury from claims arising from the acts or omissions of the Provider, its employees, or subcontractors, except to the extent caused by the Police Jury.

4.12 Payment

The Provider may invoice monthly by task order, with hours by person, position, rate, and activity, in a form that supports federal reimbursement. Payment will be made within approximately thirty (30) days of an approved invoice.

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

4.13 Termination

The Police Jury may terminate for cause after thirty (30) days' written notice and opportunity to cure, or for convenience on thirty (30) days' written notice, paying for satisfactory work performed through the termination date, with no payment for anticipated profit on work not performed. For breach, the Police Jury may also use all administrative, contractual, and legal remedies, including withholding payment, recovering excess costs, and referral for suspension or debarment (2 CFR 200 Appendix II(A)–(B)). The contract is contingent on appropriation of funds.

4.14 Audit and Record Retention

The Police Jury, Legislative Auditor, FEMA, GOHSEP, DHS OIG, the Comptroller General, and their representatives shall have access to all records related to the contract. Records shall be kept at least five (5) years after final payment or longer as required by 2 CFR 200.334.

4.15 Ownership of Records

All records and work product prepared under the contract belong to the Police Jury and shall be delivered on request or at termination.

4.16 Conflict of Interest

The Provider shall not perform work for a contractor, vendor, or monitor whose work it reviews for the Police Jury, and shall disclose any potential conflicts. Firms that helped prepare this RFP are excluded from proposing (2 CFR 200.319(b)). Police Jury members, employees, and agents involved in selecting, awarding, or administering this contract are subject to the Police Jury's written standards of conduct and the Louisiana Code of Governmental Ethics (R.S. 42:1101 et seq.). None may take part if they have a real or apparent conflict of interest, and none may accept gratuities or anything of value from Proposers (2 CFR 200.318(c)(1)). Proposers shall disclose on Attachment G any relationship with a Police Jury member, employee, or Evaluation Committee member.

4.17 Substitution of Personnel

Key personnel may not be substituted without written Police Jury approval of a person with equal or better qualifications.

4.18 Governing Law

Louisiana law governs. Venue is the 31st Judicial District Court, Jefferson Davis Parish.

4.19 Federal Requirements

This contract may be paid with FEMA and other federal funds and is subject to 2 CFR 200.317–200.327 and Appendix II to 2 CFR Part 200. The provisions in Attachment I and the certifications in Attachment G are incorporated into the contract, and the Provider shall keep its SAM.gov registration active for the contract term. Where federal and state requirements differ, the stricter applies. Professional services are not subject to the Louisiana Public Bid Law (La. AG Op. No. 13-0135); the Police Jury is using this RFP to meet federal procurement requirements.

4.20 Competition and Small Business Participation

This RFP is conducted to provide full and open competition (2 CFR 200.319). No in-state or local geographic preference is used. The Police Jury will post this RFP publicly, notify known qualified firms,

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

including small, minority-owned, women-owned, and veteran-owned businesses and labor surplus area firms, and may use Small Business Administration and Minority Business Development Agency resources (2 CFR 200.321(b)).

4.21 Protests

A protest of this solicitation must be submitted in writing to the Parish Administrator at least five (5) days before the proposal due date. Proposers will be notified of the recommended award by email on or before January 7, 2027. A protest of the award must be submitted in writing to the Parish Administrator within ten (10) days after that notification, as provided in the Police Jury's procurement policy. A protest shall include the protester's name, company, address, and telephone number; identification of the solicitation; and a detailed statement of the legal and factual grounds for the protest, including a description of the resulting prejudice to the protester. Protesters may also address the Police Jury at its January 13, 2027 meeting before action on the award. The Police Jury may act on the award before the protest period ends, subject to the resolution of any timely protest.

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

ATTACHMENT A-1 – SCOPE OF SERVICES

The Provider shall work with the Police Jury, FEMA, GOHSEP, and other funding agencies to maximize eligible funding and keep the Police Jury in compliance. Tasks may include, as assigned:

A. FEMA Public Assistance and Disaster Recovery

- Strategic advice and advocacy for the Police Jury with FEMA and GOHSEP.
- Damage assessment and documentation; Request for Public Assistance and exploratory/recovery scoping meetings.
- Collect cost information and backup (force account labor and equipment, contracts, materials, invoices).
- Identify eligible costs; develop, revise, and submit Project Worksheets/project applications for small and large projects, including cost estimates using the FEMA Cost Estimating Format (CEF) when needed.
- Insurance reconciliation and duplication of benefits review.
- Hazard mitigation (Section 406) opportunities within PA projects.
- Environmental and historic preservation, floodplain, and other compliance coordination.
- Debris monitoring oversight and documentation support.
- Versions, scope changes, time extensions, improved/alternate project requests, appeals, and arbitration support.
- Final reconciliation and closeout.

B. Grant Management

- Grant management advice for FEMA, federal, and state pass-through grants.
- Prepare and submit reimbursement requests within required deadlines; track submittals and outstanding reimbursements.
- Track expenditures and reimbursements and reconcile Police Jury records.
- Ensure Police Jury staff understand allowable costs; maintain complete records and provide copies on request.
- Procurement compliance assistance, including guidance on RFQs for engineering consultants and review of procurement files against 2 CFR 200.317–200.327.
- Respond to requests for information, monitoring visits, inspections, and audits; prepare audit responses.
- Track Provider time by project for direct administrative cost and management cost reimbursement.

C. Hazard Mitigation and Other Programs

- HMGP (Section 404), BRIC/FMA, and other mitigation applications and benefit-cost analysis.
- Identify and pursue other funding (HUD CDBG-DR/MIT, FHWA-ER, state programs) as requested.

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

- Project and program management: oversight of contractors and design professionals for quality, schedule, compliance, and cost reasonableness.

D. Emergency Management Support (as requested)

- EOC staffing support during response.
- Planning, training, and exercises.
- Post-event assessments and lessons learned.

E. Reporting and Meetings

- Monthly written status reports by disaster and project.
- Attend meetings with the Police Jury, FEMA, GOHSEP, and others as requested; prepare draft correspondence.
- Notify the Police Jury of changes in policy, procedure, or deadlines.

Minimum Qualifications

- Extensive experience providing disaster recovery services to governmental entities.
- Experience working with FEMA PA staff after a Presidentially declared major disaster, including work through a state recipient's Public Assistance process (such as GOHSEP).
- Capacity to deploy qualified staff promptly after an event.

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

ATTACHMENT A-2 – PRICE PROPOSAL

Proposer acknowledges receipt of Addenda Nos.: _____

No.	Position	Hourly Rate
001	Principal / Program Director	$
002	Project Manager	$
003	Grant Manager / Project Writer	$
004	Cost Estimator / Engineer	$
005	Hazard Mitigation Specialist	$
006	Data / Document Manager	$
007	Administrative / Clerical	$

List other positions below (subject to Police Jury approval). A rate must be entered for each of positions 001–007 above; those rates are used for price scoring. Enter N/A for any other position not offered. Rates are fully loaded unless stated otherwise.

No.	Position	Hourly Rate

Proposer: _____ Signature: _____ Date: _____

Printed Name/Title: _____ Phone/Email: _____

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

ATTACHMENT B – SAMPLE CONTRACT

The following is a sample Master Services Agreement for professional services. The final contract is subject to negotiation and Police Jury attorney review. Federal contract provisions in Attachment I are incorporated.

SAMPLE PROFESSIONAL SERVICES AGREEMENT

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is made and entered into as of _____, 20____ (the "Effective Date"), by and between:

Jefferson Davis Parish Police Jury ("Client" or "Police Jury"), 304 North State Street, P.O. Box 1409, Jennings, Louisiana 70546; and

[CONTRACTOR], a _____ organized under the laws of _____, with principal place of business at _____ ("Consultant").

Client and Consultant are each a "Party" and together the "Parties."

1. Scope of Services; Task Orders

Consultant shall provide disaster recovery, FEMA Public Assistance project management, hazard mitigation, and grant management services on an as-needed basis as described in RFP No. 2026010 and the Consultant's proposal, which are incorporated by reference. No work shall be performed without a written Task Order or notice to proceed accepted by Client. Each Task Order shall state the scope, staffing, not-to-exceed amount, and schedule for that assignment.

2. Period of Performance

The period of performance shall be three (3) years beginning on the Effective Date, with the option of two (2) one (1) year renewals by mutual written agreement. Client may extend the term as needed to complete work on an open disaster that cannot reasonably be transitioned to another contract. The Agreement may be terminated as provided below.

3. Fees and Payment

Client shall pay Consultant at the fully loaded hourly rates set forth in the Consultant's price proposal (Attachment A-2 to the RFP), as may be stated in each Task Order. Contingency or percentage-of-recovery fees are not allowed. Invoices shall be submitted monthly by Task Order, with hours by person, position, rate, and activity, and are due Net 30 after written approval. The contract is time-and-materials (2 CFR 200.318(j)). Each Task Order shall state a ceiling price that Consultant exceeds at its own risk. Cost-plus-a-percentage-of-cost pricing is prohibited (2 CFR 200.324(c)).

4. Standard of Care; Deliverables

Consultant shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. Upon payment, Deliverables shall be the property of Client.

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

5. Insurance

During the term, Consultant shall maintain insurance meeting Attachment D of the RFP (Commercial General Liability, Automobile Liability, Workers' Compensation/Employers Liability, and Professional Liability), with Client named additional insured where applicable, and shall provide certificates upon request.

6. Indemnification

Consultant shall defend, indemnify, and hold harmless Client, its officers, agents, and employees from claims arising from the negligent acts or omissions of Consultant, its employees, or subcontractors, except to the extent caused by Client.

7. Termination

Client may terminate for convenience upon thirty (30) days' written notice. Client may terminate for cause upon Consultant's material breach if Consultant does not cure within thirty (30) days after written notice. If Client terminates, Client shall compensate Consultant for satisfactory Services completed prior to termination, with no payment for anticipated profit on Services not performed. For breach, Client may also use all administrative, contractual, and legal remedies available to it (2 CFR 200 Appendix II(A)–(B)). The Agreement is contingent on appropriation of funds.

8. Records; Audit; Retention

Client, the Legislative Auditor, FEMA, GOHSEP, DHS OIG, the Comptroller General, and their representatives shall have access to all records related to this Agreement. Records shall be retained at least five (5) years after final payment or longer as required by 2 CFR 200.334.

9. Federal Requirements

This Agreement may be paid with FEMA and other federal funds. The Required Federal Contract Provisions in Attachment I of RFP No. 2026010 (2 CFR 200.327 and Appendix II to 2 CFR Part 200), and any additional FEMA/GOHSEP terms required for reimbursement, are incorporated into this Agreement and into each Task Order.

10. Independent Contractor; Subcontracting

Consultant is an independent contractor and not an employee or agent of Client. Subcontractors must be identified and are subject to all Agreement terms. Consultant remains responsible for all work.

11. Conflict of Interest; Key Personnel

Consultant shall not perform work for a contractor, vendor, or monitor whose work it reviews for Client, and shall disclose potential conflicts. Key personnel named in the proposal may not be substituted without Client's written approval of a person with equal or better qualifications.

12. Governing Law; Venue

Louisiana law governs. Venue is the 31st Judicial District Court, Jefferson Davis Parish.

13. Entire Agreement; Amendments

This Agreement, the RFP (including all attachments and addenda), the Consultant's proposal, and all Task Orders constitute the entire agreement. Changes in scope, price, or schedule may be made only by a written amendment or Task Order modification signed by both Parties; Client will perform a cost or price analysis for any modification above the simplified acquisition threshold (2 CFR 200.324(a)).

14. Notices

Notices shall be in writing to:

If to Client: Jefferson Davis Parish Police Jury, Attn: Parish Administrator, 304 North State Street, P.O. Box 1409, Jennings, LA 70546; email: ben@jdppj.net.

If to Consultant: [CONTRACTOR], Attn: _____, Address: _____, Email: _____.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[CONTRACTOR]

By: _____

Name: _____

Title: _____

Date: _____

JEFFERSON DAVIS PARISH POLICE JURY

By: _____

Butch LaFargue, President

Date: _____

ATTEST:

_____

Dodie Huval Richie, Secretary Treasurer

ATTACHMENT C – PROPOSER CERTIFICATION

The undersigned certifies that the Proposer has read this RFP and all addenda, that the information in the proposal is true and correct, and that the person signing is authorized to bind the Proposer.

Signature: _____ Name/Title: _____ Date: _____

ATTACHMENT D – INSURANCE REQUIREMENTS

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

Coverage shall be by insurers authorized in Louisiana with an A.M. Best rating of A-, VII or better. The Police Jury shall be named additional insured on general and auto liability, with waiver of subrogation and thirty (30) days' notice of cancellation. Minimum limits:

Coverage	**Minimum Limits**
Commercial General Liability (occurrence)	$1,000,000 per occurrence / $2,000,000 aggregate
Business Automobile Liability (any auto, or hired and non-owned)	$1,000,000 combined single limit
Workers' Compensation / Employers Liability	Statutory / $1,000,000 each accident, disease, and policy limit
Professional Liability (Errors & Omissions)	$1,000,000 per claim / $2,000,000 aggregate; if claims-made, 24-month tail

ATTACHMENT E – AFFIDAVITS

Proposers shall execute and submit the following affidavits with the proposal:

E-1. Affidavit under La. R.S. 38:2224 (No Solicitation Fee)

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, personally came and appeared _____ ("Affiant"), who after being duly sworn, did depose and say that:

(1) Affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which Affiant expects to receive payment, other than persons regularly employed by Affiant whose services in connection with the project or in securing the public contract were in the regular course of their duties for Affiant; and

(2) No part of the contract price received or to be received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by Affiant whose services in connection with the project were in the regular course of their duties for Affiant.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

_____

Notary Public

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

E-2. Attestations Affidavit (La. R.S. 38:2212.10 Status Verification; La. R.S. 38:2227; La. R.S. 23:1726(B))

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

LA. R.S. 38:2227 – PAST CRIMINAL CONVICTIONS OF BIDDERS

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 below 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. Within the past five years from the proposal due 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 below 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) 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) Issuing worthless checks (R.S. 14:71); (f) Bank fraud (R.S. 14:71.1); (g) Forgery (R.S. 14:72); (h) Contractors; misapplication of payments (R.S. 14:202); (i) Malfeasance in office (R.S. 14:134).

LA. R.S. 38:2212.10 – VERIFICATION OF EMPLOYEES

A. At the time of bidding, Appearer is registered and participates in a status verification system to verify that all new hires in the state of Louisiana are legal citizens of the United States or are legal aliens.

B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

LA. R.S. 23:1726(B) – CERTIFICATION REGARDING UNPAID WORKERS COMPENSATION INSURANCE

A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract covered by Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and related provisions.

B. By signing this proposal, Affiant certifies that no such assessment is in effect against the bidding/proposing entity.

NAME OF PROPOSER: _____

NAME OF AUTHORIZED SIGNATORY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Sworn to and subscribed before me by Affiant on the _____ day of _____, 20____.

_____

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

Notary Public

ATTACHMENT F – SCORING SHEET

Criteria	**Possible Points**	**Assigned Points**
Ability to perform Scope of Services	40	
Case studies / experience	20	
Key personnel	30	
Price proposal	10	
Total	100	

Proposer: _____ Evaluator: _____ Date: _____

Evaluator Certification: I have no real or apparent conflict of interest with this Proposer, and I have not accepted any gratuity or item of value from any Proposer (2 CFR 200.318(c)(1)). Evaluator Signature: _____

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

ATTACHMENT G – FEDERAL CERTIFICATIONS AND DISCLOSURES

The Proposer shall sign and submit this Attachment with its proposal. By signing, the Proposer makes each certification below.

G-1. Lobbying (31 U.S.C. 1352). The Proposer makes the Certification Regarding Lobbying in Attachment I. If any non-federal funds have been paid for lobbying in connection with this contract, the Proposer shall attach a completed Standard Form LLL, "Disclosure of Lobbying Activities." SF-LLL attached: ☐ Yes ☐ No (not applicable)

G-2. Debarment and Suspension (2 CFR Part 180 and 2 CFR Part 3000). The Proposer makes the lower-tier Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion in Attachment I, and will verify that its subcontractors are not excluded. SAM.gov Unique Entity ID (UEI): _____ SAM registration expiration date: _____

G-3. Covered Telecommunications (2 CFR 200.216). The Proposer represents that it will not provide or use covered telecommunications equipment or services, as defined in section 889 of Pub. L. 115-232, in performing this contract. ☐ Agree ☐ Cannot agree (attach explanation)

G-4. Conflict of Interest Disclosure (2 CFR 200.318(c)). The Proposer has no relationship with any Police Jury member, employee, agent, or Evaluation Committee member, and no organizational conflict of interest, except as follows (write "None" if none):

_____

G-5. Business Status and Subcontractors (2 CFR 200.321), for information only and not scored. Check all that apply: ☐ Small business ☐ Minority business ☐ Women's business enterprise ☐ Veteran-owned business ☐ Labor surplus area firm ☐ None of these. List proposed subcontractors and the status of each: _____

G-6. Other Federal Clauses. The Proposer acknowledges the domestic preference (2 CFR 200.322), recovered materials (2 CFR 200.323), access to records, Civil Rights (Title VI), and other provisions in Attachment I, and will include them in its subcontracts as required.

Proposer: _____ Signature: _____ Date: _____

Printed Name/Title: _____

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

ATTACHMENT I – REQUIRED FEDERAL CONTRACT PROVISIONS (2 CFR 200.327 and Appendix II)

The following Contract Provisions for Contracts Under Federal Awards are incorporated into any resulting contract.

Contract Provisions for Contracts Under Federal Awards

Applicability. Each clause below applies to the extent the contract or a task order meets the clause's criteria. Davis-Bacon applies only when required by the federal program legislation for the funding source and generally does not apply to FEMA Public Assistance or Hazard Mitigation work. Equal Employment Opportunity applies only to federally assisted construction contracts. The Contract Work Hours and Safety Standards Act applies to contracts over $100,000 that involve the employment of mechanics or laborers.

Remedies (Appendix II(A)). If the Contractor breaches or violates this contract, the Police Jury may use all administrative, contractual, and legal remedies available, including withholding payment, termination for cause, recovery of excess costs, and referral for suspension or debarment.

Termination for Cause and Convenience (Appendix II(B)). The Police Jury may terminate this contract for cause or for convenience as provided in RFP Section 4.13 and Section 7 of the Agreement, including the notice and the basis for settlement stated there.

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."

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 subrecipient 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.

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

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.

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 subrecipient 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.

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 subgrants 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).

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 governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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.

Procurement of Recovered Materials (2 CFR 200.323). (1) In performing this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements, or at a reasonable price. (2) Information about this requirement and the list of EPA-designated items is available at EPA's

Comprehensive Procurement Guideline website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on contracting for covered telecommunications equipment or services.

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

(1) Procure or obtain covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

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

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

Contractor Obligation. The Contractor shall not provide, use, or furnish covered telecommunications equipment or services in performing this contract. If the Contractor identifies any such equipment or service during performance, it shall notify the Police Jury in writing within one (1) business day and describe its plan to remove or replace it.

Domestic preference for procurements. As appropriate, and to the extent consistent with law, Consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

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

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The requirements of this clause must be included in all subcontracts and purchase orders for work or products under this contract.

ACCESS TO RECORDS AND REPORTS. (1) The Contractor agrees to provide the Police Jury, the FEMA Administrator, the DHS Office of Inspector General, GOHSEP, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Police Jury and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of this contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Civil Rights (Title VI). The Provider shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and its implementing regulations, including 44 CFR Part 7, and shall not discriminate on the basis of race, color, or national origin in performing this contract.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Police Jury, the Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor shall take the steps listed in 2 CFR 200.321(b)(1)–(5) to include small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms.

Changes. Any change in the scope, price, or schedule of this contract or a task order must be made by a written modification signed by both parties. The Contractor shall not perform out-of-scope work without a signed modification. Modifications above the simplified acquisition threshold require a cost or price analysis by the Police Jury (2 CFR 200.324(a)).

Record Retention (2 CFR 200.334). The Contractor shall retain all records pertinent to this contract for at least five (5) years after final payment, or longer if required by 2 CFR 200.334 or until any audit, litigation, or claim is resolved.

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

Copyright and Data Rights (2 CFR 200.315). The Police Jury and FEMA reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, for federal purposes, any work developed or data produced under this contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

This Agreement is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Contractor is required to confirm that none of the Contractor, its 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).

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, Contractor (referred to herein as the “prospective lower tier participant”) is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a

304 North State Street
P.O. Box 1409
Jennings, LA 70546
(337) 824-4792

participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

These certifications are signed on Attachment G.