On motion of **Mr. Conley,** seconded by **Ms. Lee-Sheng**, the following resolution was offered:

# **RESOLUTION NO. 134312**

A resolution approving Amendment No. 12 to the Agreement between the Parish of Jefferson and GCR, Inc. to extend the contract date. (Parishwide)

WHEREAS, the Parish entered into an Agreement with GCR, Inc. on May 21, 2015 pursuant to Resolution 124753, to assist in the development and drafting of best practices in the day to day operation of the Department of Community Development with a contract cap of \$99,988.64; and

WHEREAS, Amendment No. 1 approved by Council on August 12, 2015 pursuant to Resolution 125420, increased the contract cap to \$169,988.64 and expanded the scope to include technical assistance associated with HUD's National Disaster Resilience Competition; and

WHEREAS, Amendment No. 2 approved by Council on September 23, 2015 pursuant to Resolution 125683, increased the scope to include assistance with program delivery in the Parish's Hurricane Isaac Housing Assistance and Elevation Support Programs and to increase the contract cap for expenses associated with the expanded scope in the amount of \$88,400.00; and

WHEREAS, Amendment No. 3 was approved by the Council on March 16, 2016 pursuant to resolution Number 126722, wherein it was requested to increase the contract cap by \$58,000.00 to complete the scope of work necessary to ensure that all Federal regulations are adhered to and the program remains in compliance on a task based program allotment and to extend the contract for one year; and,

WHEREAS, Amendment No. 4 was approved by the Council on August 24, 2016 pursuant to Resolution Number 127748, to increase the contract cap by \$58,000.00 needed to provide additional staffing for the Community Development Department that has scaled from a staff of 45 before Hurricane Katrina and now with a staff of 17 and to provide the Community Development Department with assistance with subsidy layering and underwriting analysis for the development of a senior housing community previously approved by the Council and any other development that the Parish may approve; and,

WHEREAS, Amendment No. 5 was approved by the Council on February 1, 2017, pursuant to Resolution Number 128663, to increase the contract cap by \$88,500.00 and to provide additional staffing for the Department of Community Development to adhere to the requirements imposed as result of receiving federal assistance and to extend the contract date; and,

WHEREAS, Amendment No. 6 was approved by the Council on May 24, 2017, pursuant to Resolution Number 129322 to assist with internal and external program audits and monitoring reports imposed as result of receiving federal assistance; and,

WHEREAS, Amendment No. 7 was approved by the Council on June 28, 2017, pursuant to Resolution Number 129490 to increase the cap to provide technical assistance and additional staffing for the Department of Community Development to adhere to the requirements imposed as result of receiving federal assistance, for Senior Housing project delivery, and Hurricane Isaac Drainage project for a total increase of \$124,965.00; and,

**WHEREAS**, the Council adopted Resolution 129895, on August 23, 2017, amending the Long Term Recovery Plan to include the Jefferson Parish Façade Improvement Plan and the Update to the Jefferson Parish Comprehensive Plan; and,

WHEREAS, there is inadequate staffing personnel for the Department of Community Development and that of JEDCO and the Jefferson Parish Planning Department to sufficiently execute the provisions of the CDBG and CDBG-DR program; and,

WHEREAS, Amendment No. 8 was approved by the Council on October 4, 2017, pursuant to Resolution 130144 to increase the contract cap and to provide technical assistance and project delivery to the Department of Community Development for the CDBG and CDBG-DR programs for a total increase of \$292,749; and,

WHEREAS, Jefferson Parish is in the process of advertising for a new consultant for technical assistance and related management services pursuant to Resolution 130819 adopted on January 31, 2018; and,

WHEREAS, Amendment No. 9 was approved by the Council on April 4, 2018, pursuant to Resolution Number 131186, to increase the contract cap by an amount not to exceed \$90,000.00 and to extend the contract date to September 30, 2019; and,

WHEREAS, Amendment No. 10 was approved by the Council on June 27, 2018, pursuant to Resolution Number 131728, to increase the contract cap by an amount not to exceed \$39,675.00; and,

WHEREAS, Amendment No. 11 was approved by the Council on February 27, 2019, pursuant to Resolution Number 133160, to increase the contract cap by an amount not to exceed \$130,663.00; and

WHEREAS, since there are continuing needs of the department and there are ongoing projects that need program management, it is in the best interest of Jefferson Parish to extend the current Agreement with GCR, Inc. under the same terms and conditions as the original agreement and its amendments, except that the new termination date will be March 31, 2020.

**NOW THEREFORE, BE IT RESOLVED,** by the Jefferson Parish Council of Jefferson Parish, Louisiana, acting as governing authority of said Parish:

**SECTION 1.** The Amendment No. 12 to Agreement between the Parish of Jefferson and GCR, Inc. to extend the contract date until March 31, 2020 is hereby approved.

**SECTION 2.** That, the contract shall be amended as provided in the attached, Amendment No. 12.

**SECTION 3.** That the Chairperson of the Jefferson Parish Council, or in his absence the Vice-Chairperson, be and they are, hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: 7 NAYS: None ABSENT: None This resolution was declared to be adopted this the 18<sup>th</sup> day of September, 2019.

THE FOREGOING IS CERTIFIED

JEFFEE BOOK THE COMMON

# AMENDMENT NO. 12 TO AGREEMENT BETWEEN THE PARISH OF JEFFERSON AND

# GCR, INC.

# STATE OF LOUISIANA PARISH OF JEFFERSON

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THIS AMENDMENT made and entered into on this <u>26th</u> day of <u>November</u>, 2019 by and between the Jefferson Parish Council, represented herein by its Council Chairwoman, Cynthia Lee-Sheng, duly authorized to act by virtue of Resolution No. <u>134312</u>, adopted on the <u>18th</u> day of <u>September</u>, 2019, and GCR. Inc., represented herein by Angele C. Romig, Vice President.

## WITNESS THAT:

WHEREAS, the Parish entered into an Agreement with GCR, Inc. on May 21, 2015 pursuant to Resolution 124753, to assist in the development and drafting of best practices in the day to day operation of the Department of Community Development with a contract cap of \$99,988.64; and

WHEREAS, Amendment No. 1 approved by Council on August 12, 2015 pursuant to Resolution 125420, increased the contract cap to \$169,988.64 and expanded the scope to include technical assistance associated with HUD's National Disaster Resilience Competition; and

WHEREAS, Amendment No. 2 approved by Council on September 23, 2015 pursuant to Resolution 125683, increased the scope to include assistance with program delivery in the Parish's Hurricane Isaac Housing Assistance and Elevation Support Programs and to increase the contract cap for expenses associated with the expanded scope in the amount of \$88,400; and

WHEREAS, Amendment No. 3 was approved by the Council on March 16, 2016 pursuant to resolution Number 126722, wherein it was requested to increase the contract cap by \$58,000 needed to complete the scope of work necessary to ensure that all Federal regulations are adhered to and the program remains in compliance on a task based program allotment and to extend the contract for one year; and,

WHEREAS, Amendment No. 4 was approved by the Council on August 24, 2016 pursuant to Resolution Number 127748, to increase the contract cap by \$58,000 needed to provide additional staffing for the Community Development Department that has scaled from a staff of 45 before Hurricane Katrina and now with a staff of 17 and to provide the Community Development Department with assistance with subsidy layering and underwriting analysis for the development of a senior housing community previously approved by the Council and any other development that the Parish may approve; and,

WHEREAS, Amendment No. 5 was approved by the Council on February 1, 2017 pursuant to Resolution Number 128663, to increase the contract cap by \$88,500 needed to provide additional staffing for the Department of Community Development to adhere to the requirements imposed as result of receiving federal assistance and to extend the contract date; and,

WHEREAS, Amendment No. 6 was approved by the Council on May 24, 2017 pursuant to Resolution Number 129322 to assist with internal and external program audits and monitoring reports imposed as result of receiving federal assistance; and,

WHEREAS, Amendment No. 7 was approved by the Council on June 28, 2017 pursuant to Resolution Number 129490 to increase the cap to provide technical assistance and additional staffing for the Department of Community Development to adhere to the requirements imposed as result of receiving federal assistance, for Senior Housing project delivery, and Hurricane Isaac Drainage project for a total increase of \$124,965; and,

**WHEREAS**, the Council adopted Resolution 129895, on August 23, 2017, amending the Long Term Recovery Plan to include the Jefferson Parish Façade Improvement Plan and the Update to the Jefferson Parish Comprehensive Plan; and,

WHEREAS, there is inadequate staffing personnel for the Department of Community Development and that of JEDCO and the Jefferson Parish Planning Department to sufficiently execute the provisions of the CDBG and CDBG-DR program; and,

WHEREAS, Amendment No. 8 was approved by the Council on October 4, 2017 pursuant to Resolution 130144 to increase the contract cap to provide technical assistance and project delivery to the Department of Community Development for the CDBG and CDBG-DR programs for a total increase of \$292,749; and,

WHEREAS, Jefferson Parish is in the process of advertising for a new consultant for technical assistance and related management services pursuant to Resolution 130819 adopted on January 31, 2018; and,

WHEREAS, Amendment No. 9 was approved by the Council on April 4, 2018, pursuant to Resolution Number 131186, to increase the contract cap by an amount not to exceed \$90,000 and to extend the contract date to September 30, 2019; and,

WHEREAS, Amendment No. 10 was approved by the Council on June 27, 2018, pursuant to Resolution Number 131728, to increase the contract cap by an amount not to exceed \$39,675.00; and,

WHEREAS, Amendment No. 11 was approved by the Council on February 27, 2019, pursuant to Resolution Number 133160, to increase the contract cap by an amount not to exceed \$130,663.00; and

WHEREAS, since there are continuing needs of the department and there are ongoing projects that need program management, it is in the best interest of Jefferson Parish to extend the current Agreement with GCR, Inc. under the same terms and conditions as the original agreement and its amendments and Exhibit O, except that the new termination date will be March 31, 2020.

**NOW, THEREFORE,** it is hereby agreed between the parties hereto that Amendment No. 12 to the Agreement dated May 21, 2015, is as follows:

1.0 <u>Scope of Agreement.</u> FIRM shall provide Technical Assistance to the Department of Community Development to obtain a firm that is familiar with federal regulations, state laws, parish ordinances and departmental processes to assist in the development and drafting of best practices in the day to day operation of the Department of Community Development under RFP No.0315. FIRM shall meet the scope of services as per the RFP No. 0315 as amended and the FIRM'S written bid proposal dated July 18, 2014, copies of which are on file in the Office of the Chief Buyer for the Parish of Jefferson under RFP No. 0315. FIRM shall also provide additional services as outlined in Attachment O.

Page 2 of 3 Resolution No. 134312 GCR, Inc. **3.1<u>Term.</u>** The term of this Agreement shall commence on the date of full execution hereof, and shall expire on March 31, 2020.

All other terms and conditions of the contract will remain unchanged and in full force and effect except as amended herein.

Thus done and signed on the  $\frac{2000}{1000}$  day of <u>November</u>, 2019, quadruplicate originals, in the presence of the undersigned competent witnesses.

Date: 1-22-10

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PARISH OF JEFFERSON B

Cynthia Lee-Sheng, Chairperson Jefferson Parish Council

GCR, LLC

Date: 11/26/19

Angek C Romig, Vice President By

Page 3 of 3 Resolution No. 134312 GCR, Inc.

#### **Request for Proposal**

#### AFFIDAVIT

PARISH OF Louisiana

State

PARISH/COUNTY OF Orleans

BEFORE ME, the undersigned authority, personally came and appeared: Angele C. Romig

\_\_\_\_\_, (Affiant) who after being by me duly sworn, deposed and said that he/she

is the fully authorized <u>Executive Vice President</u> of <u>GCR Inc.</u> (Entity), the party

who submitted a proposal in response to RFP Number <u>0315</u>, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

# (Choose A or B, if option A is indicated please include the required attachment):

- Choice A X Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.
- **Choice B** \_\_\_\_\_ there are <u>NO</u> campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

## Debt Disclosures

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# (Choose A or B, if option A is indicated please include the required attachment):

- Choice A \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.
- Choice B X There are <u>NO</u> debts which would require disclosure under Choice A of this section.

Affiant further said:

# Solicitation of Campaign Contribution Disclosures (Choose A or B, if option A is indicated please include the required attachment):

Choice A	Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by <u>telephone or</u>					
	<b>by personal contact</b> , solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.					
Choice B X	there are <u>NO</u> solicitations for campaign contributions which would require disclosure under Choice A of this section.					

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

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# <u>Subcontractor Disclosures</u> (Choose A <u>or</u> B, if option A is indicated please include the required attachment):

- Choice A X Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.
- Choice B \_\_\_\_\_ There are <u>NO</u> subcontractors which would require disclosure under Choice A of this section.

Angele C. Romig Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME ON THE 10 Th DAY OF JUNE, 2019.

RICHARD U. CAMPBELL NOTARY PUBLIC BAR NO. 32833 STATE OF LOUISIANA

Notary Public

CAMPBELL NICHAND

Printed Name of Notary 32833

Notary/Bar Roll Number

My commission expires <u>IS</u> FON <u>LT</u> FE



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# **CAMPAIGN CONTRIBUTIONS**

Listed below are all campaign contributions made to current or former elected offices of the Parish of Jefferson by GCR Inc. within the last two years of the date of the affidavit.

Date	Name	Office	Contribution Amount
5/9/19	Mike S. Yenni	Jefferson Parish President	\$250.00



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# LIST OF SUBCONTRACTORS

List of subcontractors who may assist in providing the professional services for the aforementioned RFP:

Hunt, Guillot & Associates, LLC

# Request for Proposal Affidavit Instructions

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.
- Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.
- Affidavit must be notarized or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant MUST select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.
- Failure to submit or properly execute the RFP Affidavit will result in the proposal being deemed non-responsive in accordance with Sec. 2-895(6) of the Jefferson Parish Code of Ordinances

Instruction sheet may be omitted when submitting the affidavit

# **Request for Proposal**

# AFFIDAVIT

STATE OF Louisiana

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PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared:

Jack Hunt , (Affiant) who after being by me duly sworn, deposed and said that

he/she is the fully authorized Vice President	of <u>Hunt, Guillot &amp; Associate</u> s(Entity),
the party who submitted a proposal in response to RFP	0315 Resolution 134312 Number, to the Parish of
Jefferson.	

Affiant further said:

# <u>Campaign Contribution Disclosures</u> (Choose A <u>or</u> B, if option A is indicated please include the required attachment):

the c form Affi emp perio curr Enti cont Jeffe or ir	ched hereto is a list of all campaign contributions, including date and amount of each contribution, made to current or her elected officials of the Parish of Jefferson by Entity, ant, and/or officers, directors and owners, including loyees, owning 25% or more of the Entity during the two-year od immediately preceding the date of this affidavit or the ent term of the elected official, whichever is greater. Further, ty, Affiant, and/or Entity Owners have not made any ributions to or in support of current or former members of the erson Parish Council or the Jefferson Parish President through in the name of another person or legal entity, either directly or rectly.
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**Choice B** X there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

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# (Choose A <u>or</u> B, if option A is indicated please include the required attachment):

Choice A	Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.				
Choice B X	There are <b>NO</b> debts which would require disclosure under Choice A of this section.				

Affiant further said:

# Solicitation of Campaign Contribution Disclosures (Choose A or B, if option A is indicated please include the required attachment):

Choice A	Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by <b>telephone or</b>
	<b>by personal contact</b> , solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.
Choice B X	there are <u>NO</u> solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

Subcontractor Disclosures

# (Choose A <u>or</u> B, if option A is indicated please include the required attachment):

Choice A X	Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing
Choice B	professional services for the aforementioned RFP.
Choice B	There are <u>NO</u> subcontractors which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Signature of Affia

Jack Hunt Printed Name of Affiant

SWORN AND SUBSCRIBED-TO BEFORE ME ON THE DAY OF MMC Name of Notary WALER Notary/Bar Roll Number Ś 2 My commission expine COMMIS FELICIANA PARTICIPANT

Updated 05.21.2014

HGA may use the following subcontractor to assist in providing professional services for the referenced RFP:

Gretchen Caillouet & Associates, LLC

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# Insurance Declaration Affidavit Worker's Compensation

## AFFIDAVIT

STATE OF LOUI	siana		AL	FIDAVII				
PARISH/COUNT		Jeffers	son					
BEFORE	ME,	the	undersigned	authority,	personally	came	and	appeared,
Jack Hunt			, (Affiant) wł	no after being	, duly sworn, o	deposed a	nd said	that he/she
is the fully authori	zed Via	ce Pre	esident	of Hun	t, Guillot &	Associa	ates (E	Entity), the
party who submitte	ed a Proj	posal/C	Contract/Bid/RFI	P/SOQ No	FP 0315 Resolution	<sup>134312.</sup> , to	Jeffers	on Parish.

Affiant further said:

- (1) That affiant has no employees in which Worker's Compensation Insurance is required pursuant to state law.
- (2) That if affiant hires employees such that they would be required under state law to obtain Worker's Compensation Insurance, affiant will notify Jefferson Parish and obtain the proper coverage.

Signature of Affiant

Jack Hunt

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME DAY OF ON THE ublic MAL Printed Name of Notary (04784 Notary/Bar Roll Number My commission expires SUMME ELICIA 

Updated: 05.28.14

# Insurance Declaration Affidavit Automotive

#### AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared, <u>Jack Hunt</u>, (Affiant) who after being duly sworn, deposed and said that he/she is the fully authorized <u>Vice President</u> of <u>Hunt, Guillot & Associates</u> (Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. <u>0315 Resolution 134312</u>, to Jefferson Parish.

Affiant further said:

- (1) That entity does not own automobiles or use automobiles in the furtherance of the services provided under the contract.
- (2) That if the entity obtains automobiles or begins to use automobiles in the furtherance of the services provided under the contract, affiant will notify Jefferson Parish and obtain the proper coverage.

Signature of Affiant

SWORN TO AND SUBSCRIBED Hinner NOTARY BEFORE METON THIS DA OF ATTENNE PUL LIFETIME COMMISSION

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	HIRED AUTOS AUTOS						(Per accident)	\$	
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ERTIFICATE HOLDER	OAROELEATION					
Jefferson Parish Department of Community Development, STE 605	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
1221 Elmwood Park Blvd Jefferson, LA 70123	AUTHORIZED REPRESENTATIVE					
	Michael Christian/LZF MB Chuckin					

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SR ID: 18666261 BATCH: 1408640

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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AGENCY Willis Towers Watson Southeast, Inc. fka Willis of Tennessee, Inc.	NAMED INSURED Hunt Guillot & Associates, LLC			
WITTIS TOWARS WALSON SOUCHWASE, INC. IKA WITTIS OF TERMESSEE, INC.	P.O. Box 580 (71273)			
POLICY NUMBER		603 Reynolds Drive		
See Page 1	Ruston, LA 71270			
CARRIER	NAIC CODE			
See Page 1 See		EFFECTIVE DATE: See Page 1		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_\_ FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability and Workers Compensation coverage as permitted by law.

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# **MEMORANDUM**

TO:	Tamithia Shaw, Director, Jefferson Parish Department of Community Development
FROM:	Adrienne Duncan, GCR Inc.
SUBJECT:	Contract Amendment
DATE:	March 1, 2018

Per the request of the Jefferson Parish Community Development Department (JPDCD), GCR submits the below scope and budget to continue our support to the parish for an additional six-month period while the procurement process is completed. In response to the needs of JPDCD, GCR proposes to provide assistance in the following areas:

# CDBG and HOME Technical Assistance

The budget reflected in this proposal would maintain the same scope as the original contract and subsequent extensions and enable GCR to continue the level of technical assistance our team currently provides to the JPDCD staff, thereby supporting JPDCD's administration of its program portfolio and the department's continued efforts to meet all HUD requirements and expenditure deadlines for its entitlement and disaster recovery programs. Anticipated services include support on current and future monitoring visits, procurements, and trainings, assisting with subrecipient applications and implementation, development of program policies and procedures, development and submissions of action plans and amendments, development of consolidated plans or amendments, and other JPDCD programmatic and regulatory support.

# Estimated Level of Effort: 500 hours

**Deliverables:** Weekly meetings with JPDCD staff, updates to policy and procedure manuals as needed, on-call technical assistance, HUD regulatory trainings on topics determined by JPDCD, and regulatory guidance.





# CDBG-DR Technical Assistance

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GCR will provide on-call technical assistance to JPDCD, parish departments and agencies, and subrecipients that are part of the implementation of the Hurricane Isaac allocation. The technical assistance may include, but is not limited to, meetings, trainings, presentations, the development of forms, checklists, policies, and procedures, or other needs to meet the programmatic and regulatory requirements of the grant.

# Estimated Level of Effort: 300 hours

**Deliverables:** Weekly meetings with JPDCD staff, updates to policy and procedure manuals as needed, on-call technical assistance, HUD regulatory trainings on topics determined by JPDCD, and regulatory guidance specific to CBDG-DR grant implementation.

# Budget

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We propose to undertake this work on a time and materials basis, using a blended rate of \$105.80 per hour. Our proposed budget for the scope of services outlined in this proposal is below.

Task	Budget	
CBDG and HOME Technical Assistance	\$52,900	
CDBG-DR Technical Assistance	\$31,740	
Total	\$84,640	



# PURCHASING DEPARTMENT



# **RFP- 0315**

200 Derbigny Street Suite 4400 Gretna, LA 70053 (504) 364-2678 REQUEST FOR PROPOSAL TO PROVIDE TECHNICAL ASSISTANCE TO THE DEPARTMENT OF COMMUNITY DEVELOPMENT



RFP No.: 0315

Proposal Receipt Date: July 18, 2014

Proposal Receipt Time: 4:30 P.M.

Jefferson Parish Department of Purchasing P. O. Box 9 Gretna, Louisiana 70054

(504)364-2678

Revision Date: 2.28.2014

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# REQUEST FOR PROPOSAL FOR TECHNICAL ASSISTANCE

# 1.1 Background

Jefferson Parish Department of Community Development receives over \$3,000,000 annually from the U.S. Department of Housing and Urban Development to develop effective community development programs to serve the residents of Jefferson Parish. The management of the large number of dollars requires written processes and policies to be implemented that are in compliance with all applicable laws.

# 1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Jefferson Parish Code of Ordinances Section 2-895 et. seq. from bona fide, qualified proposers who are interested in providing Scope of Work as defined in Part II hereof. By submitting a proposal, vendor agrees to comply with all provisions of Louisiana law as well as compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish standard terms and conditions as adopted by Council Resolution.

# 1.1.2 Goals and Objectives -

The Department of Community Development desires to obtain a firm that is familiar with the federal regulations, state laws, parish ordinances and departmental processes to assist in the development and drafting of best practices in the day to day operation of the Department of Community Development.

<u>References</u>: Proposers should provide a minimum of three (3) references, with current contact information, for projects of similar scope and size.

# **1.2 Schedule of Events**

1.	RFP mailed to prospective proposers	<u>Date</u> 6/18/14	<u>Time (CST)</u> At least 30 days prior to the last day that proposals will be accepted
2.	Pre-Proposal Conference (if required)	Not Required	10-14 days after RFP mailed

3.	Deadline to receive written inquiries	7/02/14	7-10 days after Pre- proposal Conference
4.	Proposal Receipt Date and Time	7/18/14	4:30 PM
5.	RFP Evaluation Committee Meeting		TBD (approx. 2 weeks after proposal receipt)

Proposers are encouraged to check the general information board in the General Government Building located at 200 Derbigny St., Gretna and the Joseph S. Yenni Building located at 1221 Elmwood Park Blvd., Jefferson. Additionally proposers may check for meeting information posted on the Jefferson Parish website.

6.	Council Selection via resolution	To be scheduled (approx. 3-4 weeks after 5.)
7.	Contract Ratification via resolution	To be scheduled (Approx. 3-4 weeks after 6.)

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

# 1.3 Proposal Submittal

All proposals including mandated affidavits in accordance with Section 2-895 of the Jefferson Parish Code of Ordinances shall be received by the Jefferson Parish Purchasing Department <u>no later than date and time shown in the Schedule of</u> <u>Events in order to be considered responsive.</u>

# <u>Important – Clearly mark outside of envelope, box or package with the following</u> information and format:

- Proposal Name: <u>PROVIDE TECHNICAL ASSISTANCE TO THE</u> <u>DEPARTMENT OF COMMUNITY DEVELOPMENT</u>
- Proposal No. 0315
- Proposal Receipt Date and Time: JULY 18, 2014 at 4:30 PM

Proposals will be received at:

Jefferson Parish Purchasing Department 200 Derbigny Street, Suite 4400 Gretna, Louisiana 70053 Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Jefferson Parish Purchasing is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Late proposals will not be accepted.

PROPOSALS SHALL NOT BE OPENED PUBLICLY. <u>Cost Proposals (Price</u> <u>Schedules) shall be submitted in separate, sealed envelopes and shall remain</u> <u>sealed until the RFP Evaluation Committee meeting. PRICES SHALL NOT BE</u> <u>READ UNTIL THE COMPLETION OF THE TECHNICAL EVALUATION.</u> Cost shall be worth twenty percent (20%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

# 1.4 Proposal Response Format

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

A. <u>Cover Letter:</u> Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and negotiate a contract with the Parish. The letter shall be signed by a person having authority to negotiate and to commit the Proposer to a contract. If proposer is a sole-proprietorship, proposer must include a statement that the company is a sole-proprietorship signed by the owner. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, <u>and</u> satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal. A sample corporate resolution may be downloaded from the Purchasing Department webpage of the Jefferson Parish website.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished. Proposers are advised that except as otherwise provided by law, all documents submitted to the Parish under this RFP are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., and may be released when a public records request is made in accordance with the law.

- B. <u>Table of Contents:</u> Organized in the order cited in the format contained herein.
- C. <u>Proposer Qualifications and Experience</u>: History and background of Proposer, financial strength and stability, including but not limited to

financial status with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.

- D. <u>Technical Proposal:</u> Illustrating and describing compliance with the RFP requirements defined in the Scope of Work/Services (Part II) and Proposer Qualifications.
- E. <u>Innovative Concepts:</u> Present innovative concepts, if any, not discussed above for consideration.
- F. <u>Project Schedule:</u> Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. <u>Financial Profile:</u> Firms are requested to submit documentation from the past three (3) years demonstrating firm's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc. Such information should be included in the technical portion of the proposal submission and MUST NOT be included with the cost proposals.
- H. <u>Cost Proposal:</u> Proposer's fees and other costs shall be submitted in a separate sealed envelope with proposal submission in accordance with section 1.3 above. This cost proposal shall include any and all costs the Proposer wishes to have considered in the proposed contractual arrangement with the Parish of Jefferson. Cost shall be worth twenty percent (20%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed...

# 1.4.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response along with six (6) additional copies of the proposal, including mandatory affidavits (signed and properly notarized) in original format. In addition, proposer must submit a copy on CD-R/CD-RW media or flash drive as long as data on the disc and/or flash drive is formatted to open in the standard Microsoft Office suite programs (.xls, .doc, .ppt). PDF files are also acceptable. Cost proposals *should not* be included in the electronic submission.

Cost proposals must be submitted in a separate sealed envelope, which contains one (1) original and six (6) additional copies. The envelope will remain sealed until the evaluation committee meets and scores all technical components of this RFP as indicated in the evaluation criteria.

# 1.4.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The proposer(s) response shall to demonstrate an understanding of the requirements. Proposals shall be prepared simply and economically, providing straightforward, concise descriptions of the proposer(s) ability to meet the requirements of the RFP. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

# 1.5 Proposal Clarifications Prior to Submittal

# 1. 5.1 Pre-proposal Conference

# NOT REQUIRED FOR THIS RFP

# 1.5.2 Written Inquiries

The Parish shall only consider written and timely communications from proposers. No negotiations, decisions, or actions shall be binding as a result of any oral discussions with any parish employee or Parish consultant. Answers to questions that materially change or substantially clarify the RFP shall be addressed by addendum and provided to all prospective proposers.

# 1. 5.3 Inquiry Periods

An initial inquiry period is hereby firmly set for all interested proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing (even if an answer has already been given to an oral question during the Pre-proposal conference) and received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events. Initial inquiries shall not be entertained thereafter. All official responses to inquiries will be communicated in the form of an addendum.

The Parish of Jefferson shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency and departments. The Parish of Jefferson reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit initial inquiries in a timely manner.

A final 3-day inquiry period may be granted, if additional questions or requests for clarification are received as a result of an addendum. Questions relative to the addendum shall be submitted no later than three full working days, 4:30pm, from the date the addendum is posted. If necessary, another addendum will be issued to address any final questions received. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended clarified by any addendum issued as a result of the final inquiry period.

Said written inquiries submitted in writing by the proposer, shall clearly cross-reference the relevant RFP section. The Parish shall only respond to those inquiries received by the established deadline. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective proposers.

Inquiries in accordance with this section may be delivered by regular mail, express courier, e-mail, hand, or fax to:

Jefferson Parish Purchasing Department Attn: Sidney Duffy, Buyer II 200 Derbigny Street, Suite 4400 Gretna, Louisiana 70053 Phone: <u>(504)364-2678</u> Fax: <u>(504)364-2693</u> Buyer Email: <u>sduffy@jeffparish.net</u>

# 1.6 Required Signed and Notarized Affidavits

Affidavits in accordance with Section 2-895 et. seq. of the Jefferson Parish Code of Ordinances are required with proposal submission. For the convenience of vendors, these affidavits have been combined into one form entitled, *Request for Proposal Affidavit.* This affidavit (Request for Proposal Affidavit) must be completed, signed, properly notarized and submitted in its original format with the proposal submission.

\*Pre-placed emergency contracts, as defined by Section 2-917 of the Jefferson Parish Code of Ordinances, shall be exempted from submitting the Subcontractor Affidavit. As such, this section is NOT required to be completed in the Request for Proposal Affidavit. However, a list of all sub-contractors used in the performance of the pre-placed emergency contracts shall be submitted prior to payment on the contract.

A. All persons or firms who are under contract which were awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractor(s) or other persons to this RFP and any ensuing contract must be requested in writing and ratified by Council resolution. Said written request shall provide to the detailed justification of the compelling need for such addition substitution.

# 1.7 Proposal Guarantee

# NOT REQUIRED FOR THIS RFP

1.8 Performance Bond

# NOT REQUIRED FOR THIS RFP

# 1.9 Changes, Addenda, Withdrawals

If the proposer needs to submit changes or addenda, proposers shall submit changes or addenda in writing, signed by an authorized representative of the proposer. All addenda and changes must cross-reference the relevant RFP section. Said changes or addenda shall be delivered prior to the RFP proposal receipt date and submitted in a sealed envelope to be opened contemporaneously with the proposal submission. Proposer(s) request(s) for withdrawal of responses to this RFP must be submitted in writing and received prior to the RFP receipt date as set forth in the Schedule of Events.

# 1.10 Cost of Offer Preparation

All submissions in response to this RFP shall be at the sole cost and expense of the proposer and shall not be subject to reimbursement by the Parish of Jefferson.

# 1.11 Standard Terms and Conditions and Non-negotiable Contract Terms

**1.11(A)** The standard general terms and conditions used by Jefferson Parish may be found in Resolution No. 113646. A copy may be obtained from the Parish Clerk's Office, 6th Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, 364-2626. A copy of the resolution may also be downloaded by viewing the Purchasing Department webpage of Jefferson Parish website.

**1.11(B)** Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, including ethics statements, claims or controversies, and termination based on contingency of appropriation of funds.

**1.11(C)** It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10 (19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

# 1.12 Taxes

Any applicable taxes shall be assumed to be included within the proposer's pricing schedule.

# 1.13 Proposal Validity

All proposals shall be irrevocable and considered valid from the receipt date for acceptance until such time an agreement is executed.

# 1.14 Prime Contractor Responsibilities

The selected proposer shall be required to provide all items and services offered in his proposal. The Proposer shall be the sole point of contact for all contractual matters, including payment of any and all charges resulting under the contract.

# 1.15 Sub-Contractor Responsibilities

If the proposer intends to subcontract portions of the work, the proposer shall include the name of the subcontractor and specific designations of the tasks to be performed by respective subcontractor(s). The minimum requirements and information requested of the proposer under the terms of this RFP shall also be required for each subcontractor and shall be included in the proposal. Unless specifically permitted in the contract with the Parish of Jefferson, the prime contractor(s) shall not contract with any other party for furnishing any of the work herein contracted without the ratification by Jefferson Parish Council resolution.

# 1.16 Written or Oral Discussions/Presentations

The Parish may conduct written or oral discussions with proposer(s) to clarify and/or enhance the Parish's understanding of submitted material. Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract. Conversely, the Parish may make awards based on initial offers. Neither negotiations nor changes to proposals will be allowed during these discussions.

# 1.17 Acceptance of Proposal Content

Proposer's submission to this RFP shall be construed as an acceptance to be bound by the terms and conditions stated herein. Any action in contradiction of this acceptance may result in rejection by the JP Council.

# 1.18 Contract Negotiations

The administration shall negotiate the details of service delivery, the terms of the contract, and the contract price most advantageous to the Parish with the proposer(s) selected by the Jefferson Parish Council and submit the contract, in final form, to the Jefferson Parish Council for ratification. Contract negotiations are limited by section 1.11 Non-negotiable Contract Terms in this RFP. In the event a contract cannot be successfully negotiated, the evaluation committee shall seek authorization from the Jefferson Parish Council to negotiate a contract with another proposer under that RFP.

# 1.19 Cancellation of RFP or Rejection of Proposals

In accordance with Section 2-895 of the Parish of Jefferson Code of Ordinances, the Parish through its Council may reject any or all proposals received in response to this RFP, or cancel this RFP prior to proposal receipt date if in the best interest of the Parish.

# 1.20 Evaluation and Selection

In conformity with Section 2-895 of the Jefferson Parish Code of Ordinances, all proposer submissions will be evaluated by the RFP Evaluation Committee. Before beginning the evaluation process, the evaluation committee must review the RFP. concerning not only the task of description but also the qualifications and the evaluation criteria. The Evaluation Committee shall be comprised of members from requesting department(s), Research and Budget, Purchasing, Finance and Legal Department (Parish Attorney's Office). The representative of the Legal Department shall act as secretary of the evaluation committee, and is solely responsible for disseminating all information received during the review process. Also, if deemed necessary and duly authorized by Council resolution, additional employees of Jefferson Parish may be appointed as members of the RFP Evaluation Committee. After completion and tallving of the technical evaluation scores, each scoring evaluation committee member shall sign and date his individual score sheet. After the secretary of the evaluation committee collects all individual score sheets, the Purchasing Department and the requesting department shall tally the individual scores to obtain a total technical evaluation score for each proposer. Following the tabulation of technical scores, the Purchasing Department shall open the sealed pricing proposals, and shall read the pertinent portions of those pricing proposals aloud. To the extent necessary, the evaluation committee may further review and analyze the cost proposals and/or request and receive clarification of the pricing information provided by the proposers for submission to the Council. After discussion of all price proposals, the Finance Department shall calculate the cost evaluation portion of the scoring sheet, using the pricing proposals submitted by proposers and the formula below. The cost evaluation shall constitute twenty percent of the total points assigned, and will be based upon standard cost rates submitted by the proposers. The proposer with the lowest cost shall receive the highest cost evaluation score. Other proposers will receive a cost score computed as follows:

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

Where: CS = Computed cost score for ProposerLPC = Lowest proposed cost of all Proposers PC = Proposer's cost X = 20% of the total number of points assigned.

After the Finance Department completes the cost evaluation scores, the Purchasing Department and the requesting department shall each add the cost evaluation scores for each proposer to the tabulated technical scores of each proposer, totaling the final number of points assigned to each proposer. The tabulated score sheet shall be signed and dated by the Purchasing Department and the requesting department. The secretary of the evaluation committee shall collect all individual and tabulated score sheets and deliver them to the Council Clerk. The Evaluation Committee shall prepare and forward to the Jefferson Parish Council a memorandum identifying the qualified firms and explaining their rationale. Attached to the memorandum shall be copies of the cost proposals received in accordance with the RFP, along with any analysis or clarification completed regarding those pricing criteria. A list of names of the responsive and responsible proposers shall be submitted to the Council along with a list of the nonresponsive and non-responsible offers. Responsibility of a proposer shall be determined in accordance with competitive sealed bids in the Revised Statutes of the State of Louisiana. Responsiveness shall be determined considering the materials that the proposer has submitted and the core requirements of the RFP. Proposers are invited to attend the evaluation meeting(s) and are encouraged to check the Jefferson Parish website for meeting details.

Upon completions of its analysis, the Council may either (i) adopt the resolution selecting the proposer(s) to supply the non-standard item(s) or perform the statement of work or scope of services; or (ii) reject all proposals. Selection shall be made by Council from the list of responsive and responsible proposers under the RFP as communicated by the RFP evaluation committee secretary.

Award of the contract may be made without discussions after proposals are received and evaluated. Proposals should, therefore, be submitted on the most favorable terms which the proposer can submit, from a technical standpoint; and from a price standpoint. If the evaluation committee determines that discussions are necessary, written submissions or oral discussions/presentations may be required from all proposers.

# 1.21 Insurance Requirements

Contractor shall furnish the Parish with certificates of insurance evidencing mandating coverage(s) pursuant to Resolution No. 113646 and Attachment "A". A copy of Resolution No. 113646 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website.

## 1.22 Subcontractor Insurance

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be in conformity with Resolution No. 113646. A copy of Resolution No. 113646 may be downloaded from the Purchasing Department webpage on the Jefferson Parish website.

## 1.23 Indemnification

Proposer shall agree to indemnify and hold the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers, harmless against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions by Proposer, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by Proposer under this RFP. Further, Proposer shall agree to indemnify the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers for all reasonable expenses and attorney's fees incurred by or imposed in

volunteers for all reasonable expenses and attorney's fees incurred by or imposed in connection therewith for any loss, damage, injury or other casualty pursuant to this RFP. Proposer additionally shall agree to pay all reasonable expenses and attorney's fees incurred by the Parish of Jefferson, its departments, agencies, boards and commissions, officers, agents, servants and employees, including volunteers in establishing the right to indemnity pursuant to the provisions stated herein.

## 1.24 Fidelity Bond Requirements

## NOT REQUIRED FOR THIS RFP

## 1.25 Payment for Services

The Contractor shall address and send the invoice to the Jefferson Parish Department of Community Development pursuant to the payment terms negotiated in the agreement. Payments will be made by the Jefferson Parish Department of Community Development no earlier than thirty (30) days after receipt of a properly executed invoice, and approval by the Jefferson Parish Department of Community Development. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall

result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.

Successful vendors submitting payment requests for services in connection with pre-placed emergency contracts, as defined by Section 2-917 of the Jefferson Parish Code of Ordinances shall provide a list of all sub-contractors used in the performance of the pre-placed emergency contracts prior to payment on the contract.

## 1.26 Termination

The proposer affirmatively acknowledges and agrees that the terms of any ensuing agreement shall be binding upon the parties hereto until the work has been completed and accepted by the PARISH; but said agreement may be terminated under any or all of the following conditions:

A. By mutual agreement and consent of the parties hereto.

B. By the PARISH as a consequence of the failure of successful proposer(s) to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of successful proposer(s) provided the PARISH will give successful proposer(s) written notice of any such failure and ten (10) days (or more if authorized in writing by the MANAGER) to cure any such failure.
C. By either party upon failure of the other party to fulfill its obligation as set forth in the Agreement.

 By the PARISH for convenience by issuing successful proposer(s) thirty (30) days written notice.

Notwithstanding the foregoing, the Jefferson Parish Council may by resolution terminate this Agreement in the event false or misleading information is given to the Parish: (i) in the required professional services questionnaire; (ii) in the affidavit identifying all subcontractors and persons, excluding full time employees of the firm, who would assist in providing professional services for the project; or (iii) in the acknowledgment submitted with each invoice that no subcontractors or persons, excluding full time employees of the firm, have been added without prior council approval by resolution. Any and all parties found to be in violation of the provisions of this Paragraph, or of the provisions of Section 2-928(C) of the Jefferson Parish Code of Ordinances, including, but not limited to, the person or firm party to this Agreement to provide services hereunder and any and all subcontractors improperly added thereto shall be disqualified from contracting with the Parish to provide any services for a period of one (1) year after such violation is discovered, and FIRM agrees to pay PARISH liquidated damages in the amount of five thousand and 00/100 dollars (\$5,000.00) for each such violation

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Jefferson Parish Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Parish President to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The Parish of Jefferson does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

## 1.27 Assignment

The proposer affirmatively acknowledges and agrees that any ensuing agreement shall be binding upon the successors and assigns for the parties hereto. The ensuing agreement being for the personal services of the successful proposer(s) shall not be assigned or subcontracted in whole or in part by said successful proposer(s) as to the services to be performed hereunder without the written consent of the PARISH, in Parish's sole discretion.

## 1.28 No Guarantee of Quantities

## NOT APPLICABLE FOR THIS RFP

## 1.29 Audit of Records

Proposer(s) affirmatively acknowledges and agrees that pursuant to any ensuring contract, successful proposer shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to the Parish. Successful proposer(s) shall permit Parish and Parish's agents from time-to-time within forty-eight (48) hours written notice, to inspect, copy and audit during successful proposer(s) normal business office hours, the books and records pertaining to the services provided under this Agreement. Parish's right to audit, inspect, and make copies of FIRM's records shall be at the sole expense of Parish.

Periodic and/or Annual Reports. At any time, the Parish may request that the successful proposer(s) with the minimum of thirty (30) days written notice, prepare and/or produce a report of the results of operations, as it pertains to any ensuring agreement, in the previous fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of said agreement, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)

## 1.30 EEOC and ADA Compliance

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974,

Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Contracting Party shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

## 1.31 Record Retention

The Contractor shall maintain all records in relation to this proposed agreement at its location for a period of at least years (4) years upon expiration or earlier termination of the contract or for a period stipulated by the governing State and Federal regulations, whichever is longer.

## 1.32 Record Ownership

The proposer acknowledges and agrees that all records, reports, documents, or other material(s) developed or resulting from this RFP shall be the sole property of the Parish of Jefferson, and shall be returned to the Parish by Contractor upon request at expiration or earlier termination of this agreement.

## 1.33 Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; and, 2) the Request for Proposal (RFP) and addenda (if any); and, 3) the contractor's proposal; and, 4) Resolution No. 113646 and any amendments thereto.

## 1.34 Contract Changes

Upon negotiation of a bona-fide agreement between the parties, no additional changes, amendments, or modifications may be completed without the prior ratification of the Jefferson Parish Council.

## 1.35 Substitution of Personnel

In conformity with Section 1.6, substitution of personnel shall be ratified by the Parish Council. In addition to the foregoing, if during the term of the contract, the proposer cannot provide the personnel or subcontractor as stated in its submission, proposer shall submit a written request for substitution supported by resume of qualifications and written certification that said substitution shall meet or exceed the requirements stated herein. Said substitution shall be at the Parish's sole discretion.

## 1.36 Force Majeure

The proposer or Parish of Jefferson shall be exempted from performance under the terms and conditions of the negotiated agreement if the proposer or Parish is prevented from performing any services in whole or in part as a result of any act of God, strike, war, civil disturbance, epidemic or court order; provided the proposer or Parish of Jefferson has prudently and promptly acted to undertake any and all corrective steps that the respective parties can perform. Subject to this provision, such nonperformance shall not be construed as considered cause or grounds for early termination of this agreement.

## 1.37 Governing Law

All activities associated with this RFP process shall be interpreted under the laws of the State of Louisiana All proposal submissions shall be governed in accordance with provisions of Louisiana State laws and Jefferson Parish Code of Ordinances; standard terms and conditions; Resolution No. 113646.

## 1.38 Claims or Controversies

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

## PART II SCOPE OF WORK/SERVICES

## 2.1 Scope of Work/Services

The purpose is to determine what is currently being done by the office and to develop written processes, procedures and policies which represent the best practices in the areas of Owner-Occupied Rehabilitation Programs, Elevation Programs, Invoice and Drawdown Processes, DRGR, First Time Homebuyer Programs, Subordination Procedures, Procurement Policies and other program currently administered by the Department of Community Development. These services may include, meeting with Community Development staff regularly in person and over the phone in order to update on status and coordinate work.

## 2.2 Period of Agreement

The term of any contract shall be for 1 year commencing on the date of execution or until the contracted work is complete, whichever is shorter.

## 2.3 Cost Proposal (Price Schedule)

Cost proposals must be submitted in separate sealed envelopes which will remain sealed until such time after the evaluation committee makes its evaluation of the proposals on all factors and criteria state in the RFP. The cost proposals shall not be included in the evaluation criteria. Cost shall be worth twenty percent (20%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

Pricing must be submitted on the Cost Proposal (Price Schedule) furnished in Attachment "B". All pricing proposed shall be inclusive of all additional costs and expenses, including shipment. Prices submitted shall remain firm for the term of the contract, unless otherwise negotiated.

## 2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

## 2.5 Location

The location where service is to be performed is contractor's home office or 1221 Elmwood Park Blvd., Ste. 605, Jefferson, LA.

## 2.6 Financial Profile

## NOT REQUIRED IN THIS RFP

## 2.7 Proposal Elements

## 2.7.1 Technical

Each proposer shall address how the firm will achieve/meet the scope of work as stated in Section 2.1. Technical approach shall detail the following:

Plans and/or schedule of implementation, orientation, and/or installation, etc. (whichever is relevant to the RFP requirements).

Plans for necessary training, where applicable.

Information demonstrating an affirmative statement shall be required that the proposer has reviewed the scope of work, understands the nature thereof and is willing and capable of providing the services thereof

Proposer shall likewise include any information including to Innovative Concepts pursuant to this RFP and terms and conditions that the proposer desires consideration by the Parish.

## 2.7.2 Qualifications and Experience

Detailed description of customer service capabilities, including resumes of personnel assigned, total number of personnel and timeline of customer inquires and complaints.

Resumes for account manager(s), designated customer service representative(s) and any and all key personnel anticipated to be assigned to this project. Resumes of any and all subcontractors shall likewise be included.

References from at least three firms (governmental and/or private) for whom equal or larger scope services are either currently being provided or in recent past not to exceed two (2) years. Contact person(s), addresses and telephone numbers for each reference provided shall be included.

Include information demonstrating the Proposer's financial stability and certification to obtain and maintain bonding and insurance requirements will be assigned a higher score. Proposals which lack the description of the company's financial status or the required certification of bonding and insurance requirements may be assigned a lower score.

## PART III EVALUATION

#### 3.1 Evaluation Criteria

The proposed evaluation criteria shall be looked upon as standards which measure how well a proposer's approach meets desired performance requirements, and which permit an evaluation of the differences between desired performance characteristics and what the proposer proposes to do.

The proposed evaluation criteria shall measure how well an offeror's approach meets desired minimum performance standards defined in the RFP, and shall allow for the quantification of the differences between those stated minimum standards and what the

offeror proposes to do. In accordance with Section 2-895 of the Code of Ordinances for Jefferson Parish a scoring system must be devised and impartially applied to each proposal to assure objectivity and thoroughness in comparative analysis.

Cost shall be worth twenty percent (20%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

#### 1) TECHNICAL PROPOSAL (Maximum of 80 Points)

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

A. Scope of Services 25 B. Specific Experience - knowledge of department's five year Consolidated plan and/or action plan, IDIS, CDBG, HOME, Housing Rehabilitation Program, Public Facilities, Disaster Recovery, internal project file monitoring, CHDO, service implementation and project activity support 25 C. Personnel- experience of management staff, experience in CDBG and HOME program implementation and administration of technical assistance 10 D. Project Schedule 5 5 E. Product Quality F. Responsiveness to the RFP 5 G. Previous work with Jefferson Parish 5

## 2) COST PROPOSAL

The proposer with the lowest cost shall receive the highest cost evaluation score. Other proposers will receive a cost score computed as follows:

100

CS = (LPC/PC\*X)

Where: CS = Computed cost score for Proposer

LPC = Lowest proposed cost of all Proposers

PC = Proposer's cost

X = 20% of the total number of points assigned 20

#### TOTAL MAXIMUM POINTS FOR THIS RFP

## PART IV. PERFORMANCE STANDARDS

## 4.1 Performance Requirements

- Contractor timely submission of reports
- Contractor submission of accurate and itemized invoices
- · Contractor adherence to project schedule/meet completion date
- Contractor ability to provide key personnel with knowledge and technical expertise

## 4.2 Performance Measurement/Evaluation

- Did the contractor finish ahead of schedule?
- Did the contractor respond to Parish correspondence in a timely manner?
- · Were complaints/problems resolved in a reasonable and cooperative manner?
- Was the contractor reasonable and responsive to Parish needs?
- · Was the final product usable for the purpose intended?
- Were changes in key personnel made? How often? With or without notice?

#### ATTACHMENT "A"

#### INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 dated 12/09/2009.

The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 113646.

#### WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

#### COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

#### COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

#### DEDUCTIBLES

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the contractor.

#### UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

## Request for Proposals <u>#0315</u> PROVIDE TECHNICAL ASSISTANCE TO THE DEPARTMENT OF COMMUNITY DEVELOPMENT <u>SIGNATURE PAGE</u>

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified proposers who are interested in providing TECHNICAL ASSISTANCE for the Jefferson Parish Department of Community Development.

## Request for Proposals will be received until 4:30 p.m. Local Time on: FRIDAY, JULY 18, 2014

Acknowledge Receipt of Addenda:	Number:	Date:
	Number:	Date:
Name of Proposer:	•	
Address:		
Phone Number:		
Type Name of Person Authorized to	Sign:	
Title of Person Authorized to Sign:		
Signature of Person Authorized to S	ign:	
Email Address of Person Authorized	to Sign:	

This RFP signature page must be signed by an authorized Representative of the Company/Firm for proposal to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

## CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

#### INCORPORATED.

AT THE MEETING OF DIRECTORS OF \_\_\_\_\_\_\_\_\_, INCORPORATED, DULY NOTICED AND HELD ON \_\_\_\_\_\_\_, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED. THAT \_\_\_\_\_\_, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

> I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

#### SECRETARY-TREASURER

DATE

## **Request for Proposal Affidavit Instructions**

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.
- Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.
- Affidavit must be notarized or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant MUST select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.

Instruction sheet may be omitted when submitting the affidavit

#### **Request for Proposal**

#### AFFIDAVIT

STATE OF

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

BEFORE ME, the undersigned authority, personally came and appeared:

, (Affiant) who after being by me duly sworn, deposed and said that

he/she is the fully authorized \_\_\_\_\_\_ of \_\_\_\_\_ (Entity),

the party who submitted a proposal in response to RFP Number \_\_\_\_\_\_, to the Parish of

Jefferson.

Affiant further said:

Campaign Contribution Disclosures

## (Choose A or B, if option A is indicated please include the required attachment):

Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through

Choice B \_\_\_\_\_ there are <u>NO</u> campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

## (Choose A or B, if option A is indicated please include the required attachment):

Choice A	Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.
Choice B	There are <u>NO</u> debts which would require disclosure under Choice

Affiant further said:

Solicitation of Campaign Contribution Disclosures (Choose A or B, if option A is indicated please include the required attachment):

A of this section.

Choice A	Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by <u>telephone or</u>
	by personal contact, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.
Choice B	there are <b>NO</b> solicitations for campaign contributions which would

require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Subcontractor Disclosures

# (Choose A or B, if option A is indicated please include the required attachment):

Choice A \_\_\_\_\_ Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.

Choice B \_\_\_\_\_ There are <u>NO</u> subcontractors which would require disclosure under Choice A of this section.

Signature of Affiant

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires: \_\_\_\_\_\_.

## Attachment B

**Pricing Schedule** 

1. Provide hourly pricing for all services.\_\_\_\_\_

2. Provide pricing for each phase of work.\_\_\_\_\_

3. Provide a lump sum cost for all services:

## REQUEST FOR PROPOSAL RFP 0315

Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified firms to provide **Technical assistance** for the Jefferson Parish Department Community Development.

The Department of Community Development desires to obtain a firm that is familiar with the federal regulations, state laws, parish ordinances and departmental processes to assist in the development and drafting of best practices in the day to day operation of the Department of Community Development.

All proposals will be evaluated on criteria such as vendor's technical proposal, qualifications and experience, financial profile and proposal responsiveness and other criteria more specifically defined in the RFP document. The maximum total points for each proposal are set at 100 points

#### PRE–Proposal Conference: NOT REQUIRED

REQUEST FOR PROPOSALS WILL BE RECEIVED IN THE: JEFFERSON PARISH PURCHASIING DEPARTMENT GENERAL GOVERNMENT BUILDING 200 DERBIGNY STREET, SUITE 4400 GRETNA, LA 70053

## UNTIL 4:30 P.M. LOCAL TIME ON FRIDAY, JULY 18, 2014

The Jefferson Parish Council reserves the right to accept or reject any and all proposals, in whole or part, pursuant to the law.

A copy of the RFP is available gratis from: <u>http://purchasing.jeffparish.net</u> or Jefferson Parish Purchasing Department General Government Building 200 Derbigny Street, Suite 4400 Gretna, LA 70053 (504)-364-2678

Brenda J. Campos Director Purchasing Department

E 1 1

Jenifer Lotz Chief Buyer Purchasing Department

ADV: Times Picayune: June 18, 25 and July 2, 2014



#### PARISH COUNCIL

CYNTHIA LEE-SHENG Chairwoman, At- Large, Div. B

KEITH CONLEY Councilman, At- Large, Div. A

> RICKY J. TEMPLET Council District 1

PAUL D. JOHNSTON Council District 2

> MARK D. SPEARS Council District 3

DOMINICK F. IMPASTATO III Council District 4

JENNIFER VAN VRANCKEN Council District 5

> WESTBANK POST OFFICE BOX 9 GRETNA, LA 70054 (504) 364-2600

EASTBANK POST OFFICE BOX 10242 JEFFERSON, LA 70181-0242 (504) 736-6600

SONNY BURMASTER Chief of Staff

> EULA A. LOPEZ Parish Clerk OFFICE OF THE CLERK 200 DERBIGNY ST. SUITE 6700 GRETNA, LA 70054 (504) 364-2626

## JEFFERSON PARISH LOUISIANA

OFFICE OF THE COUNCIL

November 26, 2019

Ms. Nicole Fontenot, Dir. Community Development Department Yenni Building, Suite 605 Jefferson, Louisiana

Dear Ms. Fontenot:

Enclosed for your records is Amendment No. 12 with GCR, Inc. dated November 26, 2019 to assist in the development and drafting of best practices in the day to day operation of the Department of Community Development (RFP No. 315), as authorized by Resolution No. 134312 adopted by the Council on Wednesday, September 18, 2019.

Yours truly,

Eula A. Lopez, Parish Clerk Jefferson Parish Council

EAL/ag

Enclosure



A. Williamsin 11/27/19