

On joint motion of all Councilmembers present, the following resolution was offered:

RESOLUTION NO. 126172

A resolution ratifying an Agreement with Materials Management Group, Inc. to provide lead-based paint hazard inspections, risk assessments, reporting, monitoring, preparation of work write-up cost estimates and consulting services for the Department of Community Development at an amount not to exceed \$86,300.00 under RFP No. 0337. (Parishwide)

WHEREAS, pursuant to Resolution No.125121, adopted on the 10th day of June, 2015, the Jefferson Parish Council authorized the Purchasing Department to advertise for Request for Proposals to provide lead-based paint hazard inspections, risk assessments, consulting services for a period of two (2) years for the Department of Community Development under RFP No. 0337; and

WHEREAS, pursuant to Resolution No.125605, adopted on the 23rd day of September, 2015, the Jefferson Parish Council selected Materials Management Group, Inc. to provide lead-based paint hazard inspections, risk assessments, consulting services for a period of two (2) years for the Department of Community Development; and,

WHEREAS, public bids are not mandated by law and technical requirements inherent in services dictate that price is not the sole criterion, it is in the best interest of Jefferson Parish to obtain competitive proposals as allowed by Section 2-895 et. seq. and further Community Development requires a firm with technical expertise in Federal programs specific to the Department that may be better evaluated through the RFP process.

NOW THEREFORE, BE IT RESOLVED by the Jefferson Parish Council of Jefferson Parish, State of Louisiana:

SECTION 1. That the Agreement with Materials Management Group, Inc. to provide lead-based paint hazard inspections, risk assessments, consulting services for a period of two (2) years for the Department of Community Development at an amount not to exceed \$86,300.00 under RFP No. 0337 is hereby ratified.

SECTION 2. That the term of this Agreement shall commence on the date of full execution.

SECTION 3. That the costs associated with this agreement will not exceed \$86,300.00 and be charged to \$30,935.15 from Account No. 21280-1176-139-7331-12205-004; \$40,000.00 from Account No. 21280-1176-139-7331-12205-001 & \$15,364.85 from Account No. 21310-1195-139-7331-13124-501.

SECTION 4. That the Chairman of the Jefferson Parish Council, or in his absence the Vice-Chairman, be and they are, hereby authorized to execute any and all documents necessary to give full force and effect to this resolution.

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

YEAS: 7

NAYS: None

ABSENT: None

The resolution was declared to be adopted on this the 9th day of December, 2015.

THE FOREGOING IS CERTIFIED
TO BE A TRUE & CORRECT COPY



EULA A. LOPEZ
PARISH CLERK
JEFFERSON PARISH COUNCIL

Agreement
Between
The Parish of Jefferson
And
Materials Management Group, Inc.

THIS AGREEMENT, (the "Agreement") is made and entered into on this 8th day of January, 2016, by and between the Parish of Jefferson, State of Louisiana, herein represented by its Council Chairman, Christopher L. Roberts of the Jefferson Parish Council (hereinafter referred to as the PARISH), duly authorized to act by Resolution No. 125605, adopted on the 23rd day of September, 2015 and Resolution No. 126172, adopted on the 9th day of December, 2015, and Materials Management Group, Inc. duly authorized to do and doing business in the State of Louisiana, represented herein by C. Paul Lo, its President, (hereinafter referred to as the FIRM). PARISH and FIRM may be referred to herein as "PARTY", individually, and "PARTIES", collectively.

1.0 Administration of Agreement. All work shall be under the direction of the Director of the Department Community Development or his designee, hereinafter called MANAGER, and all requests, plans, reports, etc. shall be submitted to it and all approvals and administration of this Agreement shall be through it.

2.0 Scope of Agreement. FIRM shall to provide lead-based paint hazard inspections, risk assessments, reporting, monitoring, preparation of work write-up cost estimates and consulting services for the Department of Community Development under RFP No. 0337. FIRM shall meet the scope of services as per the RFP No. 0337 as amended and the FIRM'S written bid proposal dated August 14, 2015, copies of which are on file in the Office of the Chief Buyer for the Parish of Jefferson under RFP No. 0337.

3.0 Operations.

3.1 Term. The term of this Agreement shall commence on the date of full execution hereof, and shall expire at midnight on the day immediately preceding the second anniversary thereof or until the contract work is complete, whichever is shorter.

3.2 Locations. FIRM shall operate out of the foregoing described locations, along with any other location deemed necessary by the PARISH as provided in the Scope of Services, above. Additionally, FIRM shall maintain a permanent place of business in Jefferson Parish where operational records will be kept.

3.3 Hours. FIRM shall maintain such hours as necessary to meet the requirements of this Agreement.

3.4 Efficient and High Quality Operation. FIRM shall maintain an operation which is efficient and of a level of quality equal to or greater than industry standards.

- 3.5 Products and Necessities.** FIRM shall furnish all working capital, services, inventory, personnel, materials, tools, machinery, equipment and other items necessary to perform FIRM's obligations under this Agreement.
- 3.6 Items.** FIRM shall not advertise its services rendered for Jefferson Parish without prior written consent of the PARISH.
- 3.7 Licenses and Permits.** FIRM shall obtain and keep at its own expense all federal, state and local licenses and permits required to be in its name in connection with this Agreement.
- 3.8 Compliance with Law, Rules and Regulation.** FIRM shall comply with all applicable laws, rules and regulations.
- 3.9 Duty and Responsibilities.** FIRM owes to MANAGER a duty to perform FIRM'S obligation under this agreement with integrity and good faith and in a manner that is in the best interests of the MANAGER and FIRM and consistent with the terms of this Agreement.

4.0 Financial Matters.

- 4.1 Operating Expenses.** FIRM is responsible for the payment of all operating expenses required as a result of providing services herein.
- 4.2 Payments.** PARISH shall pay FIRM in accordance with Exhibit A on a net thirty (30) basis from the date of receipt by PARISH. The annual contract cap shall not exceed Eighty-six thousand, three hundred 00/100 Dollars (\$86,300.00).
- 4.3 Performance Bond.** Contemporaneous with the execution of this Agreement, FIRM shall provide a performance bond issued by Western Surety Company, which is underwritten by a commercial surety, in the amount of Eighty-six thousand, three hundred and 00/100 Dollars (\$86,300.00) to insure the successful performance under the terms and conditions of this Agreement.
- 4.4 Appropriation Dependency.** Agreement is contingent upon the appropriation of funds by PARISH. If the Jefferson Parish Council fails to appropriate sufficient monies to provide for the continuation of this Agreement, the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. Such termination shall be without penalty or expense to the PARISH except for payments which have been earned prior to the termination date. Termination of this Agreement by the PARISH under the provision of this section shall not constitute an event of default. The decision to fund or not to fund this Agreement for the next fiscal year will be made by the Parish Council in its unfettered discretion based upon what the Parish Council believes to be in the best interests of the PARISH. The Parish Council may in its discretion opt not to fund this Agreement for a subsequent fiscal year or years for any reason.

5.0 Records, Accounts and Reports.

- 5.1 Books and Records.** FIRM 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 MANAGER, within

contractor. FIRM further agrees to reimburse PARISH for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

10.0 Insurance. FIRM shall secure and maintain at its expense such insurance that will protect it, and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to the PARISH and shall provide that insurance shall not be canceled without notice of cancellation given to the Parish of Jefferson, in writing, on all of the required coverage provided to Jefferson Parish. All notices will name FIRM, and identify the Council Resolution approving the terms of this Agreement. The PARISH may examine the policies at any time and without notice.

10.1 All policies and certificates of insurance of the firm shall contain the following clauses:

- a. FIRM insurers will have no right of recovery or subrogation against the PARISH, it being the intention of the PARTIES that the insurance policy so affected shall protect both PARTIES and be the primary coverage for any and all losses covered by the below described insurance.
- b. The PARISH shall be named as additional insured as regards to general liability and automobile liability with respect to negligence by FIRM.
- c. The insurance company(ies) issuing the policy or policies shall have no recourse against the PARISH for payment of any premiums or for assessments under any form of policy.
- d. Any and all deductibles in the below described insurance policies shall be assumed by and be at the sole risk of FIRM.

10.2 Prior to the execution of this Agreement, FIRM shall provide at its own expense, proof of the following insurance coverage required by the contract to the PARISH by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best Rating of no less than A: VI.

- a. In the event FIRM hires workers within the State of Louisiana it shall obtain Worker's Compensation Insurance. As required by Louisiana State Statute exception; employer's liability shall be at least \$1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
- b. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage.
- c. Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage.

10.3 All policies of insurance shall meet the requirements of the PARISH prior to the commencing of any work. The PARISH has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to the PARISH as

to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the PARISH, FIRM shall promptly obtain a new policy, submit the same to the PARISH for approval and submit a certificate thereof as provided above.

- 10.4** Upon failure of FIRM to furnish, to deliver and maintain such insurance as above provided, this contract, at the election of the PARISH, may be forthwith declared suspended, discontinued or terminated. Failure of FIRM to take out and/or to maintain insurance shall not relieve FIRM from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of FIRM concerning indemnification.

11.0 General.

- 11.1** FIRM shall indemnify and hold harmless the PARISH 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, to the extent caused by the negligent acts, errors, and/or omissions by FIRM, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by FIRM under this Agreement.
- 11.2** Further, FIRM hereby agrees to indemnify the PARISH for all reasonable expenses and attorney's fees incurred by or imposed upon the PARISH in connection therewith for any loss, damage, injury or other casualty pursuant to this section. FIRM further agrees to pay all reasonable expenses and attorney's fees incurred by the PARISH in establishing the right to indemnity pursuant to the provisions of this Section.
- 11.3** FIRM acknowledges and agrees that the rights and obligations conferred and contained herein shall be non-exclusive in nature, and the PARISH makes no representations or warranties to the contrary.
- 11.4** FIRM warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the FIRM, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for the FIRM, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the PARISH shall have the right to annul this Agreement without liability.
- 11.5** This Agreement shall be binding upon the successors and assigns for the PARTIES hereto. This Agreement being for the personal services of FIRM, shall not be assigned or subcontracted in whole or in part by FIRM as to the services to be performed hereunder without the written consent of the PARISH, in PARISH'S sole discretion.
- 11.6** This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes; shall be interpreted in its entirety in accordance with the laws of said State. The FIRM hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The PARTIES hereto agree that the sole and exclusive jurisdiction and venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

11.7 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 JPCO 2-155.10(19).

By signing this document, every corporation, partnership, or person contracting with the PARISH, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a parish contract, and every application for certification of eligibility for a parish contract or program, attests that it understands and will abide by all provisions of JPCO 2-155.10.

11.8 This Agreement represents the entire Agreement between PARISH and FIRM. This Agreement may only be amended in writing by authority of a Jefferson Parish Council Resolution, and must be signed by both PARISH and FIRM. Should there be any conflict among contract documents, the RFP and the FIRM'S proposal, the following order of precedence shall govern the resolution of the conflict:

- 1) This Agreement;
- 2) RFP 0337 & addenda;
- 3) Resolution No. 113646
- 4) FIRM's written proposal;


IN TESTIMONY WHEREOF, this Agreement is executed in four (4) originals, the day and year first above written.

Witnesses:

Parish of Jefferson

Norma Liner

Printed Name: Norma Liner

By: 
CHRISTOPHER L. ROBERTS, Chairman
Jefferson Parish Council

Deshine Parker

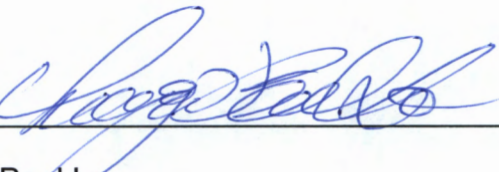
Printed Name: Deshine Parker

Witnesses:

Materials Management Group, Inc.

Norma Liner

Printed Name: Norma Liner

By: 
C. Paul Lo
President

Deshine Parker

Printed Name: Deshine Parker

PERFORMANCE BOND

Bond Number: 71716413

KNOW ALL PERSONS BY THESE PRESENTS, That we Materials Management Group, Inc.
_____ of
3520 General DeGaulle Drive, New Orleans, Louisiana 70114, hereinafter
referred to as the Principal, and Western Surety Company,
as Surety, are held and firmly bound unto The Parish of Jefferson
of 1221 Elmwood Park Blvd., Jefferson, Louisiana 70123, hereinafter
referred to as the Oblige, in the sum of Eighty-six thousand three hundred and 00/100
Dollars (\$ 86,300.00), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated the 8th day of January, 2016,
for Lead based paint inspections for the Jefferson Parish Department of Community Development


NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless
the Oblige from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and
void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in
the location in which the work or part of the work is located and shall be instituted within two years after Contractor
Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails
to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or
prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit
shall be applicable.

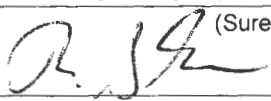
NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the
Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

SIGNED, SEALED AND DATED this 8th day of January, 2016.

Materials Management Group, Inc.

By  (Principal) (Seal)

Western Surety Company

By  (Surety) (Seal)
Robert S. Stone, Attorney-in-Fact



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stone Insurance, Inc. 111 Veterans Blvd, Suite 1420 Metairie LA 70005-3055		CONTACT NAME: Lauren Tagesen PHONE (A/C, No, Ext): (504) 832-4161 FAX (A/C, No): (504) 835-6657 E-MAIL ADDRESS: lauren.tagesen@stone-insurance.com	
INSURED Materials Management Group Inc. 3520 Gen. Degaulle Drive Suite 3010 New Orleans LA 70114		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Ins. Co. NAIC # 41297 INSURER B: L W C C 22350 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 15-16 Liab

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			VRS0002103	2/11/2015	2/11/2016	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	\$2,500 Deductible		MED EXP (Any one person) \$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000				
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			32441-B	8/10/2015	8/10/2016	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution			VRS0002103	02/11/2015	02/11/2016	OccAgg \$2,000,000
	Professional Liability			VRS0002103	02/11/2015	02/11/2016	OccAgg \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Deductible: General Liability \$2500; Contractors Pollution \$10,000; Professional Liability \$10,000

General Liability, Contractors Pollution & Professional Liability includes Blanket Additional Insured & Blanket Waiver of Subrogation. Workers Compensation includes Blanket Waiver of Subrogation General Liab policy provides pollution coverage for environmental risk assessments & remediation services. SEE NOTES

CERTIFICATE HOLDER

Jefferson Parish
Purchasing Dept
200 Derbigny Street
Suite 4400
Gretna, LA 70053

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

L H. Stone, Jr./LAURE

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CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that: ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: MATERIALS MANAGEMENT GROUP INC.				
ADDRESS OF NAMED INSURED: 3520 GENERAL LE GAULLE DR STE 3010 NEW ORLEANS, LA 70114				
POLICY NUMBER	063 1067-DC4-18A	124 8616-E77-180	107 9391-A15-18U	235 4621-A25-18E
EFFECTIVE DATE OF POLICY	10/04/15-04/04/16	05/27/15-11/27/15	07/15/15-01/15/16	07/25/15-01/25/16
DESCRIPTION OF VEHICLE (Including VIN)	2006 INFINITI QX56	2011 KIA SCORPIO	2000 FORD 350 P U	2015 TOYOTA TUNDRA
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY				
a. Bodily Injury				
Each Person	1,000,000	1,000,000	1,000,000	1,000,000
Each Accident	1,000,000	1,000,000	1,000,000	1,000,000
b. Property Damage				
Each Accident	1,000,000	1,000,000	1,000,000	1,000,000
c. Bodily Injury & Property Damage Single Limit				
Each Accident				
PHYSICAL DAMAGE COVERAGES				
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 1000 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 1000 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 1000 Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Signature of Authorized Representative <i>Steve Barrios</i>	AGENT Title	1478 Agent's Code Number	10/12/2015 Date
Name and Address of Certificate Holder THE PARISH OF JEFFERSON, INC. DISTRICTS, DEPARTMENTS AND AGENCIES UNDER THE DIRECTION OF THE PARISH PRESIDENT AND THE PARISH COUNCIL, DEPARTMENT OF INSPECTION AND CODE ENFORCEMENT 1221 ELMWOOD PARK BOULEVARD, SUITE 205 JEFFERSON, LA 70123 BID # 50-113604; RESOLUTION # 125-13	Name and Address of Agent STEVE BARRIOS STATE FARM INSURANCE 131 TERRY PARKWAY TERRYTOWN, LA 70056		

INTERNAL STATE FARM USE ONLY: ☐ Request permanent Certificate of Insurance for liability coverage.
1224293 Rev. 07-26-2005 ☐ Request Certificate Holder to be added as an Additional Insured.

EVALUATION COMMITTEE DATE:

August 27, 2015 @ 10am

EVALUATION COMMITTEE COMBINED SCORE SHEET

RFP No.

0337

Description:

TO PROVIDE LEAD BASED PAINT INSPECTIONS

COMMITTEE MEMBERS TOTAL	Maximum Points	TERRACON CONSULTANTS, LLC	MATERIALS MANAGEMENT GROUP, INC.	0	0	0	0	0
Representative from Research & Budget	75	67 71	69 68	-	-	-	-	-
Representative from Purchasing	75	71	68	-	-	-	-	-
Representative from Finance	75	72	66	-	-	-	-	-
Representative from Requesting Department	75	64	64	-	-	-	-	-
Combined Committee Evaluation Total	300	274	267	-	-	-	-	-
Combined Committee Total For Cost	100	#DIV/0! 28	#DIV/0! 100	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Combined Committee Total for EVALUATION AND COST	400	#DIV/0! 302	#DIV/0! 367	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

Tabulation Certified By:

Requesting Department - Signature/Date:

8-27-15

Purchasing Department - Signature/Date:

8/27/15

Finance Department - Signature/Date:

08.27.15

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Langdon H Stone Jr, Robert S Stone, Individually

of Metairie, LA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

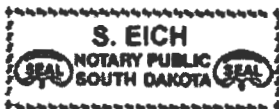
State of South Dakota
County of Minnehaha

} ss

On this 11th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of January, 2016



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Attachment "A"

COST PROPOSAL

1. Conduct Lead Paint Inspections utilizing the X-Ray Fluorescence Lead paint analyzer to determine if lead-based paint is present in a house, dwelling and residential building including common areas and exterior surfaces and if present, which building components contain lead-based paint. A Lead Inspection Report must be included in this bid price.

Quantity 76 Unit Price \$ 400.00 each Amount \$ 30,400.00

2. Conduct Housing Quality Standard Inspections (HQS) utilizing inspection form provided by the Department of Community Development

Quantity 30 Unit Price \$ 250.00 each Amount \$ 7,500.00

3. Preparation of Lead Based Paint Risk Assessments detailing the lead hazards and the method to eliminate those hazards.

Quantity 35 Unit Price \$ 300.00 each Amount \$ 10,500.00

4. Collection of Composite Soil Samples to be sent to a Parish approved contractor pre-selected, or pre-approved.

Quantity 60 Unit Price \$ 6.00 each Amount \$ 360.00

5. Collection of Dust Wipes Samples to be sent to a Parish approved contractor pre-selected or approved contractor.

Quantity 60 Unit Price \$ 6.00 each Amount \$ 360.00

6. Collection of Water Samples to be sent to a Parish approved contractor pre-selected or approved contractor.

Quantity 30 Unit Price \$ 6.00 each Amount \$ 180.00

7. Collection of Paint chips for analysis per HUD Guidelines

Quantity 60 Unit Price \$ 5.00 each Amount \$ 300.00

8. Preparation of written specifications to render house lead safe, including scope of work to be performed in a bid format necessary materials, labor, time and cost estimates of the same. Written scope should also include detail line items for maintaining a lead safe work site at all times. This item to include proposer attending bid lettings (pre-bid conferences) NOTE: No interim controls methods are acceptable.

Quantity 35 Unit Price \$ 300.00 **each Amount \$** 10,500.00

9. Hourly rate consultation services to provide lead safe options and alternatives to ensure compliance with HUD and EPA guidelines. Time will be utilized with one (1) hour minimum and then in ½ or .50 hours increments.

Quantity 70 Unit Price \$ 60.00 **each Amount \$** 4,200.00

10. Provide quality assurance site inspections on abatement work in progress, observation of lead contractor's work practices and to advise the Department of Community Development of those observations in writing when necessary.

Quantity 80 Unit Price \$ 50.00 **each Amount \$** 4,000.00

11. Conduct a final lead abatement clearance inspection, and provide a letter or certificate of clearance to appropriate authority (i.e. Jefferson Parish, St. Charles Parish and the City of Kenner when achieved by contractor.

Quantity 90 Unit Price \$ 200.00 **each Amount \$** 18,000.00

Cost Proposal Grand Total \$ 86,300.00

Note:

- Any additional costs for services such as collecting samples, field work, report writing, collection and analysis of additional dust and soil samples must be inclusive in the unit price.



Materials Management Group, Inc.

Buyer: Ms. Laniel Francis
Jefferson Parish Department of Purchasing
200 Derbigny Street, Suite 4400
Gretna, Louisiana 70054

August 14, 2015

Dear Ms. Laniel Francis,

Materials Management Group, Inc. submits these cost proposal documents for RFP Number 0337, Lead Based Paint Associated Services for Jefferson Parish.

The contents are one original signed set of documents, and six copies as requested. Thank you for the opportunity to participate in this proposal process.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Paul Lo', is written over a light blue rectangular background.

Dr. C. Paul Lo
President/Senior Environmental Health Scientist
Materials Management Group, Inc.



JEFFERSON PARISH
DEPARTMENT OF THE PARISH ATTORNEY

WWW.JEFFPARISH.NET

JOHN F. YOUNG, JR.
PARISH PRESIDENT

August 27, 2015

DEBORAH CUNNINGHAM FOSHEE
PARISH ATTORNEY

E. ROSS BUCKLEY, JR.
DEPUTY PARISH ATTORNEY

EDWARD S. RAPIER, JR.
DEPUTY PARISH ATTORNEY

VIA EMAIL

Honorable Christopher L. Roberts
Jefferson Parish Council
General Government Building
200 Derbigny Street, 6th Floor
Gretna, LA 70053

RE: RFP No. 0337-To provide lead-based paint hazard inspections, risk assessments, reporting, monitoring, preparation of work write-up cost estimates and consulting services for a period of two (2) years for the Department of Community Development Housing Programs

Dear Chairman Roberts:

The Evaluation Committee for RFP No. 0337, to provide lead-based paint hazard inspections, risk assessments, reporting, monitoring, preparation of work write-up cost estimates and consulting services for a period of two (2) years for the Department of Community Development Housing, met at 10:00 a.m. on August 27, 2015 to evaluate the submitted proposals. The Evaluation Committee consisted of: Jeremy Dwyer, Director of Legal Analysis; Tara Hazelbaker, Director of the Accounting Department; Brenda Campos, Director of the Purchasing Department; Detrich Hebert, Director of Community Development; and me on behalf of the Parish Attorney's Office, acting as the non-voting secretary of the Committee.

Two (2) proposers responded to the RFP: Terracon Consultants, Inc. and Materials Management Group, Inc. The two (2) proposers were deemed responsive and responsible.

Pursuant to §2-895(7) of the Jefferson Parish Code of Ordinances, the Evaluation Committee scored the proposals on technical evaluation criteria and cost. A maximum score of Three Hundred (300) points could be received for the technical evaluation and a maximum score of One Hundred (100) points could be received for cost. The proposals were scored by each member using the following technical evaluation criteria as defined in the advertised RFP:

Scope of Work	20 points
Specific Experience	20 points
Financial Profile.....	5 Points
Responsiveness	10 points
Project Schedule	10 points
Deliverables	5 points
Minority and Women Business Enterprise	5 points
Total.....	75 points

After tabulating the technical evaluation and cost proposal scores, the results are as follows:

Terracon Consultants, Inc.

Technical Evaluation 274 points
 Cost Proposal 28 points
Combined Committee Total..... 302 points

Materials Management Group, Inc.

Technical Evaluation 267 points
 Cost Proposal 100 points
Combined Committee Total..... 367 points

In accordance with the Jefferson Parish Code of Ordinances §2-895(7), I have enclosed the cost proposals for the two (2) proposers. I have also provided a copy of the individual score sheets for each member of the committee and a combined tabulation score sheet. The original score sheets will be delivered to the Council Clerk.

Should you have any questions or need any additional information regarding this RFP, please do not hesitate to contact me.

Sincerely,



Dan Minh Mui
 Assistant Parish Attorney

DQM/psb

Enclosures: Cost Proposals (2)
 Evaluation Committee Score Sheets (4)
 Evaluation Committee Combine Score Sheet (1)

Cc by e-mail:

Councilman Paul D. Johnston
 Councilman Elton M. Lagasse
 Councilwoman Cynthia Lee-Sheng
 Councilman Mark D. Spears, Jr.
 Councilman Ricky J. Templet
 Councilman E. "Ben" Zahn, II
 Mr. John F. Young, Jr., Parish President
 Mr. Jacques L. Molaison, Chief Operating Officer
 Mr. Andrew M. Maestri, Deputy Chief Operating Officer
 Mr. Alan Gandolfi, Director of Research and Budget
 Mr. Jeremy Dwyer, Director of Legal Analysis
 Ms. Deborah Foshee, Parish Attorney
 Ms. Brenda Campos, Director of the Purchasing Department
 Ms. Tara Hazelbaker, Director of the Accounting Department
 Ms. Detrich Hebert, Director of Community Development

REQUEST FOR PROPOSAL
TO PROVIDE
LEAD HAZARD INSPECTING, RISK ASSESTMENTS, CONSULTING, SAMPLING,
SITE CLEARANCES, REPORTING, PREPARATION OF WORK WRITE-UPS AND
COST ESTIMATES, HOUSING QUALITY STANDARD INSPECTIONS FOR THE
JEFFERSON PARISH DEPARTMENT OF COMMUNITY DEVELOPMENT
CONSORTIUM



RFP No.: _____

Proposal Receipt Date: _____

Proposal Receipt Time: _____

Jefferson Parish
Department of Purchasing
P. O. Box 9
Gretna, Louisiana 70054
(504)364-2678

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REQUEST FOR PROPOSAL FOR

LEAD BASED PAINT INSPECTIONS

1.1 Background

Effective September 5, 2000, lead based paint regulations issued by the Department of Housing and Urban Development (HUD) requires the testing of paint, dust and soil in all HUD assisted units built prior to 1978. The Parish of Jefferson receives CDBG and HOME funds from HUD to provide housing services to low/moderate income households in need of housing repairs, rental, down payment and closing cost assistance that will require lead-based paint inspections. The program will help maintain and preserve existing housing stock.

A housing unit's age is a key factor in estimating the prevalence of lead-based paint; however, not all housing units with lead-based paint have hazards. The only way to determine if lead hazards exist is to test for lead dust, soil deteriorated paint, chewable paint surfaces, friction painted or intact painted surfaces.

The number one environmental hazard to children in America is lead poisoning. The health effects of lead poisoning are devastating and irreversible. Lead poisoning can lead to a reduction in IQ, reading and learning disabilities, decreased attention span, hyperactivity and aggressive behavior. The Center for Disease Control has determined that children with a blood level of 10-14 ug/dl are at high risk for lead poisoning. Children with a blood level above 15 ug/dl should seek medical treatment immediately.

In the last two (2) years, there were approximately 56 inspections performed for Jefferson Parish Department of Community Development. Of those, 15 properties tested positive for lead based paint. The successful vendor will be responsible for determining the number of samples needed for collection which will be based on the condition of each property. Packaging and shipment of samples must be coordinated between the laboratory and the proposer. Supplies needed from the laboratory are: pre-printed UPS shipping documents and bags, skirted centrifuge tubes, Chain of Custody forms, individually packaged dust wipes, powderless latex gloves, 1 LeadSmart 100-1 Commercial Kit (containing the supplies needed for 100 samples), all as needed. A laboratory pre-determined by the Parish will be responsible for the assessment, testing and clearance of paint chips, dust wipes and soil samples sent by the proposer.

1.2 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, proposer 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 (hereinafter sometimes referred to as the "Parish") standard terms and conditions as adopted by Jefferson Parish Council Resolution.

1.3 Goals and Objectives

The Department of Community Development desires to obtain a two (2) year contract for labor, material and equipment necessary to determine the presence of lead-based paint in both deteriorated paint and intact paint, dust and soil.

The successful vendor will be required to conduct lead-based paint inspections utilizing the X-Ray Fluorescence Machine, risk assessments to determine the presence of lead-based paint hazards, monitoring of work to ensure compliance with the Department of Environmental Quality (DEQ), preparation of work write-ups, cost estimates and Housing Quality Standard inspections on properties built prior to 1978. The collection of paint chips, water samples and soil samples may be performed along with inspections, if necessary. These services will be performed through the Jefferson Parish Department of Community Development Consortium which includes Jefferson and St. Charles Parishes.

1.4 Proposer Minimum Requirements

In addition to providing the above services, the successful vendor will also be required to:

1. Hold and maintain current Lead Inspection, Risk Assessor and Lead Supervisor certifications from the DEQ. The licenses must be current and maintained throughout the contract period. Copies of all certificates required must be included in proposal submission.
2. Must have at least one year of demonstrable experience in inspections, risk assessment, specification writing and supervision of single and multi-family dwellings in the State of Louisiana in accordance with HUD Chapter Seven: Lead Based Paint guidance.
 - a. Experience in inspection other than lead-based paint hazard control projects.
 - b. Experience in the planning, design and monitoring of lead-based paint hazard control projects.
 - c. Experience in collecting environmental samples and interpreting test results. Collection and analysis of lead samples, such as dust wipes, soil, paint chips, and wear samples in housing environments.
 - d. Experience in environmental report writing. Ability to outline a lead hazard control strategy with an order of priorities and recommend methodologies
 - e. Proponent must generate inspection reports, risk assessments reports, specification/work write ups, certificates of clearance, attend bid conference, consult with Community Development, collect and have

analyzed certain samples, conduct on site quality assurance inspections on work in progress, and other provided for herein.

References:

Proposers must provide a minimum of three (3) references (governmental and/or private), for whom equal or larger scope of services are either currently being provided or have been provided in recent past (department to define recent past but not to exceed past two years). Contact person(s), addresses and telephone numbers for each reference shall be included.

The Proposer (may/may not) satisfy the Proposer Qualifications through the use of a subcontractor.

1.5 Schedule of Events

Note: Purchasing Department will complete actual dates and times for items 1-4. Evaluation Committee Meeting Date will be scheduled according to committee members' availability and therefore, Items 5-7 will be determined at later dates.

	<u>Date</u>	<u>Time (CST)</u>
1. RFP mailed to prospective proposers		At least 30 days prior to the last day that proposals will be accepted
2. Pre-Proposal Conference (if required)		10-14 days after RFP mailed
3. Deadline to receive written inquiries		7-10 days after Pre-proposal Conference
4. Proposal Receipt Date and Time		
5. RFP Evaluation Committee Meeting		TBD

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	TBD
7. Contract Ratification via resolution	TBD

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

1.6 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 **no later than date and time shown in the Schedule of Events in order to be considered responsive.**

Important – Clearly mark outside of envelope, box or package with the following information and format:

- Proposal Name: _____
- Proposal No. _____
- Proposal Receipt Date and Time: _____ 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. Cost proposals (Price Schedules) shall be submitted in separate, sealed envelopes and shall remain sealed until the RFP Evaluation Committee meeting. PRICES SHALL NOT BE READ UNTIL THE COMPLETION OF THE TECHNICAL EVALUATION. Cost shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

1.7 Proposal Response Format

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

- A. Cover Letter: 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, and 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. Table of Contents: Organized in the order cited in the format contained herein.
- C. Technical Proposal: Illustrating and describing compliance with the RFP requirements defined in the Scope of Work/Services (Part II) and Proposer Qualifications
- D. Proposer Qualifications and Experience: History and background of Proposer, including but not limited to status with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc..
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. Financial Profile: 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. Cost Proposal: 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-five percent (25%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

List key activities and preparation and review of deliverables, list key meetings walkthroughs, inspections and reviews. These activities should be consistent with the activities noted in the RFP:

- Initial lead-based paint inspection
- Lead Inspection Report
- Laboratory Analysis
- Chain of custody forms
- Risk Assessment Report /Consulting
- Work write –up for bidding (priced and unpriced)
- Bid analysis
- Clearance Reports
- Contractor Pay Invoices
- Compliance Inspections and reporting during construction

1.8 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.

1.9 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 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.

1.10 Pre-proposal Conference

NOT REQUIRED FOR THIS RFP.

1.11 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.

1.12 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 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
200 Derbigny Street, Suite 4400
Gretna, Louisiana 70053
Phone: (504)364-2678 Fax: (504)364-2693
Buyer Email: **TO BE FILLED IN BY PURCHASING ONLY**

1.13 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. Failure to submit or properly execute the RFP Affidavit will result in the proposal being deemed non-responsive in accordance with Section 2-895(b) of the Jefferson Parish Code of Ordinances.**

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

1.14 Proposal Guarantee

Each proposal shall be accompanied by a proposal guarantee in the form of a bond (from a surety licensed to conduct business in the State of Louisiana), or a certified or cashier's check or money order made payable to Jefferson Parish in the amount of (\$5,000.00) Five thousand and 00/100 dollars.

Proposal guarantee may be forfeited for failure on the part of the selected proposer to execute the proposed agreement within forty-five (45) days after such proposed agreement is submitted to proposer in conformity with the terms, conditions, and specifications of this RFP. Proposal guarantee, not otherwise forfeited herein under shall be returned to proposer(s) upon the award of a contract.

1.15 Performance Bond

The successful proposer shall be required to provide a performance (surety) bond in the amount equal to the contract (100%) to insure the successful performance of the agreement in accordance with the negotiated terms and conditions of the parties. The proposer acknowledges and agrees that the performance bond may be forfeited for successful proposer's failure to fully and faithfully perform its obligations in accordance with the negotiated and executed agreement.

1.16 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP

1.17 Proposal Validity

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

1.18 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.

1.19 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.

1.20 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 Council.

1.21 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.

1.22 Standard Terms and Conditions and Non-negotiable Contract Terms

1.22(A) The standard general terms and conditions used by the Parish of Jefferson 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's website, www.jeffparish.net.

1.22(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.

1.22(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 proposal, proposer acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

1.23 Taxes

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

1.24 Selected Proposer's 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.

1.25 Sub-Contractor Requirements

If the proposer intends to subcontract portions of the work or to satisfy any of the Proposer Requirements referenced in Section 1.1.2 through the use of a subcontractor, the proposer shall include the name of the subcontractor and specific designations of the tasks to be performed or Vendor Requirements to be met by respective subcontractor(s). The information requested of the proposer under the terms of this RFP shall also be supplied for each subcontractor and shall be included in the proposal. Unless specifically permitted in the contract with the Parish of Jefferson, the successful proposer(s) shall not contract with any other party for furnishing any of the work herein contracted without the ratification by Jefferson Parish Council resolution.

1.26 Insurance Requirements

Proposer 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, www.jeffparish.net.

1.27 Subcontractor Insurance

The proposer 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, www.jeffparish.net.

1.28 No Guarantee of Quantities

The Parish of Jefferson does not guaranty quantity or services required in the scope of work defined in Part II. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

The quantities of items or extent of scope of work are estimated values. In the event a greater or lesser quantity is required, the Parish reserves the right to increase or decrease said values in accordance with the pricing schedule.

1.29 Contract Negotiations

The Parish 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 (sometimes referred to throughout this document as the "Council") and submit the contract, in final form, to the 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 RFP evaluation committee shall seek authorization from the Council to negotiate a contract with another proposer under that RFP.

1.30 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.

1.31 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 tallying 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 (25%) 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:

$$CS = (LPC/PC \times X)$$

Where: CS = Computed cost score for Proposer

LPC = Lowest proposed cost of all Proposers

PC = Proposer's cost

X = 25% 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 Parish Clerk. The Evaluation Committee shall prepare and forward to the 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 non-responsive 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, www.jeffparish.net, 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. The Council shall select the proposal which

received the highest cumulative score from the evaluation committee; except that the Council may select a proposer other than the highest-ranked proposer provided that proposer selected has been given a cumulative score by the committee that is no more than ten percent (10%) lower than the cumulative score for the highest-ranked proposer.

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.

1.32 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 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.

1.33 Payment for Services

The proposer shall address and send the invoice to the Community Development pursuant to the payment terms negotiated in the agreement. Payments will be made by the Community Development no earlier than thirty (30) days after receipt of a properly executed invoice, and approval by the 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.

1.34 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.
- D. By the Parish for convenience by issuing successful proposer(s) thirty (30) days written notice.

The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the 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.

1.35 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 the Parish's sole discretion.

1.36 EEOC and ADA Compliance

The proposer 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 proposer 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 proposer, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

1.37 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.)

1.38 Record Retention

The proposer shall maintain all records in relation to this proposed agreement at its location for a period of at least five (5) years upon expiration or earlier termination of the contract or for a period stipulated by the governing State and Federal regulations, whichever is longer.

1.39 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 proposer upon request at expiration or earlier termination of this agreement.

1.40 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 proposer's proposal; and, 4) Resolution No. 113646 and any amendments thereto.

1.41 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 Council.

1.42 Substitution of Personnel

In conformity with Section 1.6, substitution of personnel shall be ratified by the 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.

1.43 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.

1.44 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.

1.45 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

Vendor will provide all labor, tools, equipment and materials, necessary for providing lead-based paint inspections, laboratory testing (from the Parish pre-determined laboratory, if

needed), preparation of paint hazards abatement specifications for bidding, construction monitoring of lead-based hazard waste removal and disposal services. Collection of paint chips, water samples and soil samples may be performed along with inspections. Ensure compliance with all Parish, state and federal laws regarding lead-based paint abatement. Consulting and risk assessments, if applicable, for an estimated 76 properties in accordance with HUD regulations at 24 CFR 35 for residential properties in Jefferson and St. Charles Parishes and complete reports shall be developed in accordance with standards HUD and EPA procedures by specifically addressing the following:

1. Conduct lead-based paint hazard control activities as directed by the Department of Community Development in order to ensure compliance with all applicable federal, state and local laws.
2. Perform lead-based paint visual assessments (HQS inspections) on all pre-1978 property participating in the First Time Homebuyer Program as assigned.
3. Conduct an inspection/assessment for the evaluation of the residential properties that will be assisted by Community Development to determine whether lead-based paint hazards are present in the home, in accordance with acceptable standards for federal and /or residential lead levels. Collect environmental samples for testing and evaluation. Provide laboratory analysis of samples utilizing preapproved testing lab by Community Development. It will be incumbent upon the respondent to provide the name of testing lab if testing is not by the respondent's agency.
4. Complete risk assessment report documenting required owner and property information, inspection and testing methodology, summary of inspection results, including XRF testing raw data and laboratory analysis results, reports, summary of recommended lead-based paint hazard reduction and control options. Lead consulting services should provide lead safe options and alternative to ensure compliance with HUD guidelines as requested.
5. Prepare lead-based paint hazard reduction work write-up (specifications for bidding, priced and un-priced) for each pre 1978 built unit participating in the housing programs testing positive for the presence of unacceptable levels of lead-based paint hazards.
6. Prepare and submit required reporting documentation to HUD, EPA (if required) and the Department of Health Services (DHS) on all residences with lead-based paint hazards exceeding the minimum federally acceptable lead levels, if applicable.
7. Provide on-site project monitoring services for all lead-based paint reduction and control activities conducted within and around the property participating in the housing assistance programs. This includes certification and verification (obtained copies of current/valid certifications from contractors conducting lead-based paint hazard abatement and file appropriate notifications of disposal of hazardous waste material.

8. Notify the Department of Community Development of any potential regulatory or specifications violations that become evident through such monitoring activities.
9. Maintain a site-specific field log for all clearance activities. Entries will be made for every day that the monitoring activities take place and should contain sufficient notes to enable Community Development to understand.
10. Conduct surveys of work site and submit close-out reports to Community Development to include all applicable documents required by federal, state and local laws.
11. Every effort must be made to complete inspections, risk assessment, and write ups within one (1) week of Notice to proceed, (Notice to Proceed may simply be a copy of the Purchase Order Requisition delivered via fax, email, or both
12. Proponent must be able to conduct Lead-based paint and/or Housing Quality Standard inspections within 24 hours when deemed necessary.

2.2 Period of Agreement

The term of any contract shall be for 2 years commencing on date of execution and shall expire at the end of the two year period.

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-five percent (25%) 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 proposed pricing 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.

Proposal shall include breakdown of the total unit price for the following Services as per HUD guidelines:

- The cost of inspections/risk assessment per one housing unit. A housing unit is defined as main structures with all accessory buildings. Total number of housing units per two (2) year contract will be approximately 76.

- The cost of the estimated number of environmental sample to be collected. The Risk Assessor will send all samples to the laboratory. However, it is desirable that the risk assessor submit an accurate estimate on the cost to be invoiced.
- The costs of all other services including the cost of collecting the samples and other field work and report writing should contain a unit price for each additional line item as well as for collection and analysis of additional dust and soil samples in case they are necessary.

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 services will be performed in Jefferson Parish Consortium.

2.6 Financial Profile

Firms are requested to submit documentation from the past 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.

Proposer must include information demonstrating the proposer's financial stability and ability to obtain and maintain bonding and insurance requirements in order to be eligible to 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

2.7 Proposal Elements

2.7(A) 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:

1. Detail approach - method of communication with Jefferson Parish on

all phases.

2. Task Assignments – provide what method will be used to collect, track and coordinate each assignment during the process.
3. Quality Control – method will be used to ensure that each phase is completed on time and that all aspects are being completed in accordance with federal guidelines.
4. Reporting – Method and contents of reports to be submitted to Community Development and frequency.
5. Equipment or Methods used to inspect property for lead-based paint.

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 concerning any innovative concepts pursuant to this RFP and terms and conditions that the proposer desires consideration by the Parish.

2.7(B) Qualifications and Experience

Proposers shall provide a detailed statement of related services to government entities or private entities which identifies customer satisfaction, demonstrated volume of merchants, etc. Proposer must provide a detailed description of customer service capabilities, including resumes of personnel assigned, total number of personnel and timeline of customer inquiries and complaints, as applicable.

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.

1. Proposer must submit a Profile of individuals or firm's principals, staff and Facilities to include:
 1. Legal name of the firm, mailing and e-mail address
 2. Name, title, telephone number and e-mail address of principal contact person
 3. Narrative summary or evidence of firm's capacity to perform services.

4. Resumes of key employees to be assigned to the project.
2. Evidence of the firm's ability to perform the work to include:
 1. Problems applicable to lead based paint inspections and risk assessments.
 2. Knowledge and previous work experience of firm with the Community Development Block Grant, HOME and other HUD programs.
 3. Specialized experience and technical competence of the firm and its personnel in connection with type of services required for this project.
 4. Past performance record on similar contracts, with particular emphasis on time management, cost control, quality of work and ability to meet schedules.
 5. Estimate of time required from receipt of Notice to Proceed to execution of completed assessment work per residence.
 6. List of services, projects or activities that would be sub-contracted.
 3. List of specific services to be provided, but not limited to:
 1. Timeline of inspections
 2. List of other competing contracts that may affect timing of services to the Parish
 3. Attach Certifications for Risk Assessor, Paint Inspector, Paint Supervisor assigned to this project.

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 a proposer'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 proposer intends 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-five percent (25%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

1) **PROPOSAL STANDARDS (Maximum of 75 Points)**

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

A	SCOPE OF WORK- Previous lead based paint inspections and lead risk assessment, site monitoring, successful accomplishments of similar task/projects, professional training, experience and certifications	20
B	SPECIFIC EXPERIENCE – Similar or larger scope of services currently being provided, personnel experience of management staff, service capabilities amount of staff available full-time, part-time or temporary employees etc.	20
C	FINANCIAL PROFILE – demonstrated financial stability for the last three years, audits, financial statements, assets liabilities, earnings etc.	5
D	RESPONSIVENESS - In full compliance with RFP requirements.	10
E	PROJECT SCHEDULE – Ability to carry out projects on schedule and to complete projects as assigned by the Department of Community Development.	10
F	DELIVERABLES – What approaches will be used for reporting and management of activities	5
G	Minority and Women Business Enterprise	<u>5</u>
	Total	75

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:

$$CS = (LPC/PC \times X)$$

Where: CS = Computed cost score for Proposer

LPC = Lowest proposed cost of all Proposers

PC = Proposer's cost

X = 25% of the total number of points assigned Maximum # of Points 25

TOTAL MAXIMUM POINTS FOR THIS RFP

100 Points

PART IV. PERFORMANCE STANDARDS

4.1 Performance Requirements

- **Proposer's timely submission of recommendation.**
- **Proposer's submission of accurate and itemized invoices**
- **Proposer's ability to provide key personnel with knowledge and technical expertise**

4.2 Performance Measurement/Evaluation

- **Did the proposer respond to Parish correspondence in a timely manner?**
- **Were complaints/problems resolved in a reasonable and cooperative manner?**
- **Was the proposer 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 proposer.

UMBRELLA LIABILITY COVERAGE

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

Request for Proposals # _____
Project Description
SIGNATURE PAGE

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

Request for Proposals will be received until 4:30 p.m. Local Time on: Friday, April 17, 2015.

Acknowledge Receipt of Addenda:

Number:	_____
Number:	_____
Number:	_____
Number:	_____
Number:	_____
Number:	_____

Name of Proposer:

Address:

Phone Number: _____ Fax: _____

Type Name of Person Authorized to Sign: _____

Title of Person Authorized to Sign: _____

Signature of Person Authorized to Sign: _____

Email Address of Person Authorized to Sign: _____

Date: _____

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 PROPOSALS, PAPERS,
DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE
ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY
SUCH PROPOSAL 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.**
- **Failure to submit or properly execute the RFP Affidavit will result in the proposal being deemed non-responsive in accordance with Sec. 2-895(b) of the Jefferson Parish Code of Ordinances**

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):

Choice A _____ 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 **NO** 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 **NO** 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 **telephone or 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 **NO** 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 **NO** subcontractors which would require disclosure under Choice A of this section.

Signature of Affiant

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

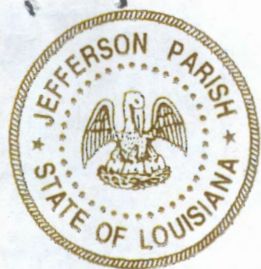
ON THE _____ DAY OF _____, 20____.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires _____.



JEFFERSON PARISH LOUISIANA

OFFICE OF THE COUNCIL

January 11, 2016

Rtran
1/12/16

PARISH COUNCIL

CHRISTOPHER L. ROBERTS

At-Large, Div. A

CYNTHIA LEE - SHENG

At-Large, Div. B

RICKY J. TEMPLET

Council District 1

PAUL D. JOHNSTON

Council District 2

MARK D. SPEARS

Council District 3

E. "BEN" ZAHN III

Council District 4

JENNIFER VAN VRANCKEN

Council District 5

WESTBANK

POST OFFICE BOX 9

GRETN, 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

GRETN, LA 70054

(504) 364-2626

Ms. Tamithia Shaw, Dir.
Community Development Department
Yenni Building, Suite 605
Jefferson, Louisiana

Dear Ms. Shaw:

Enclosed for your records is a contract with **Materials Management Group, Inc.** dated January 8, 2016 to provide lead-based paint hazard inspections, risk assessments, reporting, monitoring, preparation of work write-up cost estimates and consulting services, for the Department of Community Development (**RFP No. 337**), as authorized by Resolution No. 126172 adopted by the Council on Wednesday, December 9, 2015.

Yours truly,

Eula A. Lopez, Parish Clerk
Jefferson Parish Council

EAL/ag

Enclosure

