GENERAL HEALTH SYSTEM

RFP for COVID Recovery and Grants Management

Dated June 16, 2020

Proposal Submission Deadline:
July 16, 2020 at 2:00 PM (CT)

Submission must be made on or before the above date and time via U.S. Mail or other delivery service.
1.0 Public Notice-Invitation for Recovery Program and Grants Management Services

This Request for Proposals (“RFP”) is issued by General Health System (hereinafter referred to as “GHS”). Contracts entered into pursuant to this RFP may be entered into by GHS and/or its affiliates, including, without limitation, Baton Rouge General Medical Center.

GHS has experienced damages as a result of the recent COVID-19 Pandemic. GHS operates hospitals, physician offices and other healthcare related facilities throughout the Baton Rouge region. On March 18, 2020, the Louisiana Department of Health (“LDH”) issued Healthcare Facility Notice #2020-Covid19-All-006 whereby LDH directed that any and all medical and surgical procedures that, in the medical opinion and judgment of the physician or other appropriate healthcare professional acting within the scope of their license shall be postponed for a period of thirty days. Furthermore, on March 27, 2020, LDH issued Healthcare Facility Notice #2020-Covid19-All-007 whereby LDH directed that any and all medical and surgical procedures shall be suspended until further notice unless the procedure was to treat an emergency or to avoid further harms from underlying conditions.

GHS is experiencing unexpected costs and limitations due to the pandemic. GHS desires to conduct a timely recovery and rehabilitation of all affected entities so that the patients can be treated without delay.

GHS is seeking proposals from respondents with experience in Federal Emergency Management Agency (“FEMA”) programs, grants management, public assistance, hazard mitigation, Direct Federal Assistance and General Project Management. The successful proposer will be expected to provide expertise and options that will result in a fast recovery to GHS and maximum reimbursement for funds spent during this process.

2.0 RFP Scope of Services

The Scope of Services is to provide professional services to GHS including disaster recovery advisory, grants development, funding source compliance and reimbursement, closeout and audit support, and consultant coordination, related to the open federally declared disasters as of this date and any other disasters that are federally declared during the period of the engagement. Specifics of the authorized scope of work include but are not limited to:

A. Grants Development: provide GHS representation and grants development consulting services at the request of GHS on matters inclusive of, but not limited to:
   • Project/Grant Development and Formulation for FEMA under the Stafford Act, HUD’s Community Development Block Grant (“CDBG”) Programs and Other Federal and State Programs, including as
Authorized by the CARES Act and Future/Subsequent Legislation to Address the Covid-19 Disaster

- FEMA PW Scope Development and Negotiation
- Cost Estimating and Analysis for Grant Development
- Immediate Needs Funding (INF)/Expedited PW Development
- Funding Strategy Development
- Procurement Advisory
- Cost-Benefit Analysis
- Insurance Reconciliation (assessment of duplication of benefits)
- Representation to FEMA, other Federal Agencies and State Agencies, as Authorized
- Advisory Services in Any Matter Dealing with the Recovery Process

B. **Funding Source Compliance and Reimbursement**: provide as needed funding compliance and grants management consulting services at the request of GHS on matters inclusive of, but not limited to:
   - Funding Source Coordination to Avoid Duplication of Benefits
   - Data Management and Document and Project Controls
   - Environmental and Historic Preservation Management and Compliance
   - Procurement Compliance
   - Davis-Bacon & Section 3 Compliance (if HUD CDBG-Disaster Recovery Funding for the Non-Federal “Match” is Made Available)
   - Hazard Mitigation Proposal Development (if this Funding Source Becomes Available)
   - Grants Process Management
   - Maximize Reimbursement Amounts
   - Respond to Request for Information
   - Regular Grants Status Reporting
   - Manage Receipt and Assist in Accounting of Reimbursements
   - Management of Grants Management Costs

C. **Closeout and Audit Support**: provide closeout and audit consulting services at the request of GHS on matters inclusive of, but not limited to:
   - Final Cost Reconciliation and Closeout Packaging
   - Arbitration and Appeal Support (if needed)
   - Audit Support (including LLA, DHS OIG, etc.)

D. **Consultant Coordination**: provide consultant coordination services at the request of GHS on matters inclusive of, but not limited to:
• Coordination with Other Related Service Providers and Vendors (Including Legal, Accounting, Architectural, Engineering, Construction Contractors)
• Other Coordination as Requested to provide oversight and management of the recovery program and grants management services for COVID-19/DR-4484 Order from the State of Louisiana.

It is the responsibility of the selected firm/team to follow all federal and state regulations, including without limitation those set forth by FEMA and Louisiana Governor’s Office of Homeland Security and Emergency Preparedness (“GOHSEP”). Prospective applicants will need to follow and have an understanding of the FEMA Contract Provisions Template and the Federal Contract Clauses in Attachment I below as of May 5, 2020.

3.0 General Information

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

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

GHS reserves the right to reject any and/or all of the proposals in response to this RFP.

The firm/team selected will be responsible for assembling the sub consultants necessary to meet the requirements of the RFP.

GHS reserves the right to review the proposed firm/team and reject any sub consultants identified to be part of the applicant’s team due to poor past performance.

4.0 Proposal

The purpose of the responses from interested firms/teams is to provide members of the RFP Selection Panel with specific information regarding the qualifications of such interested firms/teams.

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

Proposers should include an Executive Summary. This section should serve to introduce the purpose and scope of the proposal. This section should also include a summary of the proposer’s qualifications and ability to meet the overall requirements of the RFP.
Proposers should give a brief description of their respective companies/team members to include brief history, entity structure and organization, number of years in business, and copies of their latest financial statements, preferably audited.

Proposers should describe prior experience in working on engagements of similar scope and size to that contemplated by the RFP, and should provide the same information on all sub consultants that will participate.

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

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

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

Proposers should provide a Cost Proposal (Attachment III) as part of the response.

Proposers should provide a resume for each individual to be assigned to this engagement evidencing the staff position each individual will be assigned. The individual should be further identified as either a company employee or sub-contractor. The proposer should provide detailed information addressing the experience and qualifications of assigned personnel.

4.1 Deadline and Submittal

Six (6) copies and (1) digital format of the proposal shall be submitted to Mr. Kendall Johnson, Executive Vice President and Chief Financial Officer, General Health System, 8585 Picardy Ave, Baton Rouge, Louisiana, 70809, not later than 2:00 p. m. (CT), Wednesday, July 16, 2020.

Proposals will only be accepted from the following three options:

1. Hand Delivery – 8585 Picardy Ave, Baton Rouge, Louisiana, 70809
2. Delivery by Federal Express or other nationally recognized delivery service - 8585 Picardy Ave, Baton Rouge, Louisiana, 70809, c/o Administration
3. Sent by registered or certified mail with a return receipt requested, to: 8585 Picardy Ave, Baton Rouge, Louisiana, 70809

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

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

Respondents assume the risk of the method of dispatch chosen. GHS assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt of response by GHS.

4.2 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled for a one-year term to begin on or about July 22, 2020. This term may be adjusted based on scheduling discussions with the firm/team which is awarded the RFP.

4.3 Proposer Inquiries and Point of Contact

The sole point of contact for this RFP is:

Mr. Kendall A. Johnson  
General Health System – EVP and CFO  
8585 Picardy Ave.  
Baton Rouge, Louisiana, 70809  
Ph: (225) 237-1645  
Kendall.Johnson.RFP@brgeneral.org

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

4.4 Preparation Costs

GHS is not responsible for any costs associated with the preparation, submittal, or presentation of any response.

4.5 Nondiscrimination

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

4.6 Minority and Women-Owned Business Enterprises Participation
GHS encourages participation from minority-owned, and women-owned businesses. Incorporation of these types of firms into the project team is encouraged.

4.7 Small Business Enterprises Participation

GHS encourages participation from small business enterprises. Incorporation of these types of firms into the project team is encouraged.

4.8 Labor Surplus Firms Participation

GHS encourages participation from small business enterprises. Incorporation of these types of firms into the project team is encouraged.

4.9 Veteran Owned Businesses and Small Entrepreneurships

GHS encourages participation from veteran owned business enterprises and small entrepreneurship.

4.10 Required Review and Waiver of Objections by Respondents

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

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

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

4.11 Response Withdrawal

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

4.12 Response - Amendments and Errors

GHS shall not accept any amendments, revisions, or alterations to Proposals after the deadline for submittal. Respondents are liable for all errors or omissions contained in their Proposals. Respondents shall not be allowed to alter Proposals documents after the deadline for submittal.
4.13 Property of Response

All Statements of Qualifications and other materials submitted in response to this RFP procurement process become the property of GHS. Selection or rejection of a response does not affect this right. All submittal information shall be held in confidence during the evaluation process.

4.12 Insurance Requirements

Respondents and all Subcontractors will procure and maintain, for the term of its contract with GHS, the following insurance:

A. Worker's Compensation insurance in full compliance with all applicable State and Federal laws and Employer’s Liability insurance against loss, damage or injury to Respondent’s employees of not less than $500,000 per occurrence.

B. Commercial general liability insurance with limits:
   - no less than $2,000,000 per occurrence or project
   - $1,000,000 CSL each occurrence

C. Automobile insurance no less than $1,000,000 CSL for any owned, non-owned or hired automobiles.

D. Professional Liability Insurance no less than $1,000,000.

Certificates of Insurance shall be furnished to GHS when the contract with GHS is executed. The Certificates will provide for ten (10) days written notice to GHS prior to cancellation or material modification of the insurance.

4.13 Amendments and Addenda

Prior to the deadline for proposals, GHS reserves the right to issue amendments or addenda to the RFP. Respondents are responsible for ensuring receipt of all amendments and addenda and incorporating any changes into their proposal. Respondents shall acknowledge receipt of all amendments and addenda by listing those received in their cover letter.

GHS reserves the right to reject a proposal for failure to acknowledge receipt of any amendments or addenda.

5.0 Evaluation Criteria and Selection Process
5.1 Evaluation and Selection

All responses received from this RFP will be evaluated by a selection panel appointed by GHS (the “RFP Selection Panel”) for the purpose of selecting the Proposer using the Evaluation Criteria set forth in Section 5.2 below.

5.2 SELECTION PROCESS:

The contract for this engagement will be awarded through a qualifications-based selection process. All qualification statements submitted for this engagement will be reviewed by the RFP Selection Panel. The selection process shall be as follows:

1. Each RFP Selection Panel member shall independently evaluate each proposal submitted for this engagement.
2. Based upon each member's evaluation of the RFP submittals, each member shall rate each firm/team utilizing a standard Score Card. Each RFP Selection Panel member shall finalize his/her score card to establish his/her top five (5) firms/teams from the list of firms/teams under consideration.
3. On the first ballot, each RFP Selection Panel member shall then vote for his/her top five (5) firms/teams in accordance with the following weighted voting schedule:
   a) Five points for the first rated firm/team
   b) Four points for the second rated firm/team
   c) Three points for the third rated firm/team
   d) Two points for the fourth rated firm/team
   e) One point for the fifth rated firm/team
   f) Zero Points for all other firms/teams
4. The score of all firms/teams shall then be totaled.
5. At this point the RFP Selection Panel may select the highest scoring firm/team and move towards a contract. The RFP Selection Panel may also choose to invite the top three (3) highest ranking firms/teams to make Oral Presentations to the RFP Selection Panel at a subsequent meeting.
6. If Oral Presentations are deemed necessary by the RFP Selection Panel, it shall convene to hear Oral Presentations by the top three short listed firms/teams. Upon completion of the Presentations each RFP Selection Panel Member shall re-evaluate and complete their scoring and the RFP Selection Panel Members shall vote for one (1) firm/team from the short list. For a firm/team to be selected it must receive a simple majority of the votes being cast by the RFP Selection Panel members voting.
7. If a firm/team does not receive a simple majority after the post-Oral Presentation ballot an additional ballot shall be taken with the top two (2) highest ranking firms/teams. In the event of a tie, the RFP Selection Panel shall first have a runoff vote for the tied firms/teams. This vote shall be a single vote by each RFP Selection Panel member until one of the tied firms/teams receives a majority. If there is still a tie, the RFP Selection Panel Members shall re-vote until the tie is broken.
8. Once the top two (2) highest ranking firms have been obtained, a third ballot (or fourth ballot shall be taken) until one (1) firm/team receives a simple majority of the votes being cast. If no firm/team receives a simple majority of the votes being cast
after two (2) rounds of balloting, the following tie breaking procedure shall be followed:

- **1st Tie Breaker:** The first tie breaker shall be the total number of points a firm/team received on the first-round ballot. If both firms/teams received the same number of total points the second tie breaker shall be utilized.
- **2nd Tie Breaker:** The second tie breaker shall be the total number of first place votes each firm/team received on the first-round ballot. If both firms/teams received the same number of first place votes, the following tie breaker shall be utilized.
- **3rd Tie Breaker:** The Chairman of the RFP Selection Panel shall select one of the two firms/teams.

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

**SCORECARD FACTORS Weight/Pts (“Evaluation Criteria”)**

1. **Firm/Sub-consultants/Key Personnel Qualifications and Experience** 0-30 pts.
   - Firm/Team shall be evaluated based on project specific experience and resources.
   - Does the firm’s/team’s experience indicate examples of projects with similar scope of work?
   - Reputation of the firm/team (applicant) and sub consultants for personal and Professional integrity and competence.
   - Primary focus should be on Prime Consultants Experience however the other team members (sub consultants) must be considered.
   - Specific Personnel Experience with Similar Projects should be considered

2. **Proposal/Understanding and Technical Approach** 0-30 pts
   - Firm/Team’s response should identify understanding of project scope
   - The past work experience for both the firm/team and their personnel should reflect/match project scope and user agency specifications.
   - Consider the firm’s/team’s Responsiveness and ability to follow instructions during the RFP process.

3. **Size of Firm and Current Workload** 0-20 pts
   - Consideration to the size of the firm/team and available key personnel must be considered relative to the size of the project. This must be evaluated concurrently with the firm’s/teams current workload.
   - Number and size of projects currently under contract must be considered in relation to available Staff.
   - A firm/team with capacity to take on more work should score higher in this category than a firm/team who appears to be spread out on current projects
• Consider the firm's/team’s ability to service the contract in a timely fashion. Is the firm/team able to begin work immediately and continue until the work is completed?

4. **Cost Effectiveness 0-20 pts**

• RFP Selection Panel members shall consider cost effectiveness of the proposal

### 5.3 Right to Reject Proposals

GHSHS reserves the right, at its sole discretion, to reject any and/or all Proposals or to cancel this RFP in its entirety. Any submittal that does not meet the requirements of this RFP may be considered to be non-responsive, and the submittal may be rejected. Respondents must comply with all of the terms of this RFP and all applicable local, state, and federal laws and regulations.

#### 6.0 Schedule of Events

The following RFP Schedule of Events represents GHS’s best estimate of the schedule that shall be followed. Unless otherwise specified, the time and day for the following events shall be between 8:00 a.m., and 6:30 p.m., Central Standard Time. GHS reserves the right at its sole discretion, to adjust this schedule, as it deems necessary.

- Initial Advertisement 06/15/2020
- Deadline for written inquiries 06/22/2020 2:00pm
- Issue Responses to written inquiries 06/26/2020 2:00pm
- Deadline for Receipt of Proposals 07/15/2020 2:00pm
- Award 07/22/2020
ATTACHMENT I – FEDERAL CONTRACT CLAUSES

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

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract
modification subject to Executive Order 11246 of September 24, 1965, with a contractor
debarked from, or who has not demonstrated eligibility for, Government contracts and
federally assisted construction contracts pursuant to the Executive Order and will carry
out such sanctions and penalties for violation of the equal opportunity clause as may be
imposed upon contractors and subcontractors by the administering agency or the
Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the
applicant agrees that if it fails or refuses to comply with these undertakings, the
administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

CLEAN AIR ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.
(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

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

FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.
(2) The Contractor agrees to report each violation to the GOHSEP and understands and agrees that the GOHSEP will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.
SUSPENSION AND DEBARMENT

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

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

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

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBING ACT

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


PROCUREMENT OF RECOVERED MATERIALS

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

i. Competitively within a timeframe providing for compliance with the Contract performance schedule;

ii. Meeting Contract performance requirements; or

iii. At a reasonable price.
Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site,

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

COMPLIANCE WITH FEDERAL EXECUTIVE ORDERS

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

NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

ACCESS TO RECORDS AND RIGHT TO AUDIT

The following access to records requirements apply to this engagement:

(1) Contractor agrees to provide GOHSEP, GHS, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

RECORD RETENTION

Contractor shall maintain all records in relation to this Contract for a period of at least THREE (3) years after final payment by GHS to Contractor.
Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the Contract.

EQUAL EMPLOYMENT OPPORTUNITY

If the Contract is determined a “federally assisted construction contract” as defined by 41 C.F.R. § 60-1.3, Contractor agrees as follows with respect to the performance of the Contract:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
(4) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of Contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Contractor or vendor. Contractor will take such action with respect to any contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Contractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

This provision applies for contracts in excess of $100,000 that involve the employment of mechanics or laborers:

(1) Overtime requirements. Neither Contractor nor its subconsultant, for any part of the contract work which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated
damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. GHS or GOHSEP shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime subconsultant, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. Contractor or subconsultant shall insert in any contracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Contractors to include these clauses in any lower tier contracts. The prime Contractor shall be responsible for compliance by any Contractor or lower tier Contractor with the clauses set forth in paragraphs (1) through (4) of this section.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

If Contractor intends to contract any portion of the work covered by the Contract, Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

ASSIGNMENT OF CONTRACT

Contractor shall not assign any interest in the Contract by assignment, transfer, or novation, without prior written consent of GHS. This provision shall not be construed to prohibit Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to GHS.
DAVIS BACON ACT (Davis Bacon Act, as Amended (40 U.S.C. 31413144, and 40 U.S.C. 31413148)

Contractor agrees to follow the Davis Bacon Act provisions, as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) when the prime construction contract is in excess of $2,000. In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. In addition, Contractor will comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Contractor will report all suspected or reported violations to GHS. Each Contractor or Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. GHS will report all suspected or reported violations to the Federal-funding awarding agency.

In Construction contracts involving an excess of $2000, Contractor shall comply and the shall cause its Contractors to comply with sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701 et seq.), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits. In the event of a violation of this provision, Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages.

COMPLIANCE IN EMPLOYMENT AND TRAINING

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The parties to this Contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of Contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3
preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Contractor agrees to include this Section 3 clause in every contract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the Contract or in this Section 3 clause, upon a finding that the Contractor is in violation of the regulations in 24 CFR part 135. Contractor will not contract with any Contractor where Contractor has notice or knowledge that the Contractor has been found in violation of the regulations in 24 CFR part 135.

Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Contractor’s obligations under 24 CFR part 135.

Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
ATTACHMENT II - CERTIFICATION STATEMENT

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

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

Date Official Contact Name: ______________________________
A. E-mail Address: ______________________________
B. Telephone Number with area code: ( ) ______________________________
C. Facsimile Number with area code: ( ) ______________________________
D. US Mail Address: ________________________________________________

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

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

- The information contained in its response to this RFP is accurate;
- Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
- Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
- Proposer certifies, by signing and submitting a proposal for $25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epis.gov.)

Authorized Signature:

Signature: _______________________________________________________
Typed or Printed Name: ____________________________________________
Title: _____________________________________________________________
Company Name: ___________________________________________________
Address: __________________________________________________________
City: State: Zip: ___________________________________________________

SIGNATURE of Proposer’s Authorized Representative DATE: ____________
ATTACHMENT III - COST PROPOSAL

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

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