

Livingston Parish Public Schools  
State of Louisiana



Request for Proposal 23-10

**Consulting and Representation Services  
Disaster Recovery**

Issued:

**Thursday, April 13, 2023**

Responses Due:

**Tuesday, May 18, 2023 at 10 AM**

All responses must be sent to:

Livingston Parish Public Schools  
Attn: Bridget Demonica  
Staff Accountant - Business Department  
P.O. Box 1130  
13909 Florida Blvd.  
Livingston, LA 70754

Phone: (225) 686-4224 | Facsimile: (225) 686-4279 | Email: [bridget.demonica@lpsb.org](mailto:bridget.demonica@lpsb.org)

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# Livingston Parish Public Schools

*Excellence in Education!*

13909 Florida Boulevard  
P.O. Box 1130  
Livingston, Louisiana 70754-1130  
Phone: (225) 686-7044 Fax: (225) 686-3052 Website: www.lpsb.org

**Alan "Joe" Murphy**  
*Superintendent*

**Jody Purvis**  
*Assistant Superintendent*

**Bruce Chaffin**  
*Assistant Superintendent*

## **NOTICE TO PROPOSERS**

Sealed proposals will be received at 13909 Florida Blvd., Livingston, La 70754, Livingston Parish Public School's Central Office Board Room at 10:00 AM CDT on Thursday, May 18, 2023 for the following:

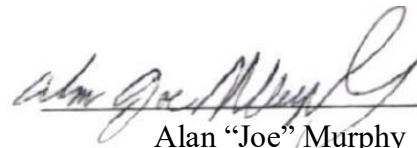
### **Request for Proposal #23-10 Consulting and Representation Services – Disaster Recovery**

All proposers are hereby notified, that a Request for Proposal (RFP) is being used in lieu of an Invitation to Bid.

The RFP package may be obtained by contacting the Business Department, Livingston Parish Public Schools, P.O. Box 1130, Livingston, LA 70754-1130, or by calling the Business Department at (225) 686-4224. The RFP package will also be available on the Livingston Parish Public School's website and Central Bidding.

[https://www.lpsb.org/our\\_district/departments/business\\_department/purchasing\\_information](https://www.lpsb.org/our_district/departments/business_department/purchasing_information)  
<https://www.centrauctionhouse.com/>

No proposals will be received after the date and hour specified. The right is reserved to reject any and all proposals for just cause.

  
Alan "Joe" Murphy  
Superintendent

## I. DEFINITIONS

Where the words, “PROPOSER,” “CONTRACTOR,” or “VENDOR” are mentioned in these specifications and subsequent documents, it shall be understood to refer to the individual or corporation submitting a proposal and to whom a contract may be awarded. Where the words “OWNER,” “LPPS,” “DISTRICT,” or “SCHOOL BOARD” are mentioned in these specifications and subsequent documents, it shall be understood to refer to LIVINGSTON PARISH PUBLIC SCHOOLS. Where the words “SHALL” and “MUST” are mentioned in these specifications, a mandatory requirement is set forth. Where the word “MAY” is mentioned in these specifications, an advisory or permissible action is requested. Where the words, “SHOULD” and “ALLOWS” are mentioned in these specifications, a desirable action is requested.

## II. PROPOSAL CONDITIONS

Read all parts of the solicitation package thoroughly;

Follow all instructions and respond to requested information, qualifications and requirements;

Return all paperwork requested; Sign required documents; Submit your complete package on or before the date and time requested.

1. Proposers must provide full, accurate, clear and complete information as required by this solicitation, its attachments, and amendments. The penalty for making false statements in solicitations will be debarment or suspension from participating in Livingston Parish Public Schools (LPPS) solicitations, purchasing, and award o contracts for a period of at least two years. LPPS does not waive its rights to seek further actions.
2. Offers submitted in response to this solicitation shall be in English. Offers received in a language other than English shall be rejected.
3. Offers submitted in response to this solicitation shall be in terms of US dollars. Offers received in currency other than US dollars shall be rejected.
4. Proposals shall be publicly received and recorded at the time and place indicated in the proposal conditions.
5. Proposals shall be made in the official name of the company or individual under which business is conducted (showing official business address) and shall be signed in ink by a person duly authorized to legally bind the person, proprietorship, firm, partnership, company or corporation submitting Proposals. In addition, the Federal Identification Number (FEIN), Sole Proprietorship Number or in its absence, the Social Security Number of the individual and agent must be included.
6. Proposal information may be obtained by visiting either:  
[https://www.lpsb.org/our\\_district/departments/business\\_department/purchasing\\_information](https://www.lpsb.org/our_district/departments/business_department/purchasing_information) or  
[www.centralhousebidding.com](http://www.centralhousebidding.com)
7. One (1) Original (clearly marked “ORIGINAL”) Sealed Proposal and four (4) additional hard copies, all clearly marked: “*LPPS, Consulting and Representation Services – Disaster Recovery*” shall be submitted in an enclosed and secured envelope/container. Proposals can also be submitted online at [www.centralhousebidding.com](http://www.centralhousebidding.com)
8. *Attachment A “Hourly Labor Rates and Reimbursable Protect Expenses”* shall be in a separate and secured envelope/container. The envelope/container shall be addressed to:

**Livingston Parish Public Schools  
13909 Florida Blvd.  
PO Box 1130  
Livingston, La 70754  
Attn: Bridget Demonica**

Likewise, *Attachment A* may also be submitted online in the same form and fashion as described above.

**Proposals will be accepted until Thursday, May 16, 2023 at 10 AM.**

9. LPPS will not accept liability for any incidental or consequential damages arising from or as a result of the electronic transmission of this document, acknowledgements, or other data hereunder.
10. Mistakes may be crossed out and corrections inserted adjacent thereto, and shall be initialed in ink by the person signing the proposals.

11. LPPS shall not accept responsibility for unidentified proposals.
12. LPPS shall not be liable for any costs associated with the preparation and responses to this solicitation; therefore, all costs shall be borne by the Proposer.
13. It is the intent and purpose of LPPS that this solicitation permits competition. It shall be the Proposer's responsibility to advise LPPS in writing if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification shall be submitted in writing and must be received by LPPS no later than Wednesday, April 26, 2023.
14. Every effort has been made to ensure that all information needed is included in this document. If the Proposer finds that they cannot complete their response without additional information, they may submit written questions to LPSB no later than Wednesday, April 26, 2023.
15. LPPS reserves the right to accept one or more proposals or reject any or all proposals received in response to this solicitation and to waive informalities and irregularities. LPPS also reserves the right to terminate this solicitation and reissue a subsequent solicitation and/or remedy technical errors in the solicitation process.
16. By responding to this solicitation, it is understood that each Offeror shall comply with all applicable federal, state, and local laws and shall meet all requirements imposed upon this service industry by regulatory agencies.

**III. MINIMUM EVALUATION CRITERIA**

The evaluation factors to be considered in the evaluation proposals are listed below:

Demonstration of the firm’s prior experience in providing consulting services and its familiarity with FEMA and other federal programs	<b>0-40 Points</b>
Proposed strategy of the firm in representing LPPS in responding to the FEMA Major Disaster Event	<b>0-25 Points</b>
Firm’s capacity to address LPPS’s scope of work	<b>0-20 Points</b>
Capability and qualification of the proposed personnel	<b>0-10 Points</b>
Considerations for minority-owned and/or women-owned business enterprises	<b>0-5 Points</b>

**IV. SCHEDULE OF EVENTS**

The following RFP Schedule of Events represents the LPPS’s best **estimate** of the schedule that shall be followed. Unless otherwise specified.

LPPS reserves the right at its sole discretion, to adjust this schedule, as it deems necessary.

<b>Selection Process Step</b>	<b>Date(s)</b>
Release and Issuance of the Request for Proposal (RFP)	Thursday, April 13, 2023
Written Questions Due	Wednesday, April 26, 2023
Date for Publishing Answers to Vendors' Questions	Monday, May 1, 2023
Proposals Due	Tuesday, May 16, 2023
Vendor Discussions/Presentations	Thursday, May 25, 2023 and Friday, May 26, 2023
Establishment of Competitive Range	Tuesday, May 30, 2023
Vendor Selection/ Notice of Intent to Award	Tuesday, June 6, 2023
Contract Negotiations	Friday, June 9, 2023
Board Approval	Thursday, June 15, 2023
Notice of Regret	Friday, June 16, 2023

NOTE: LPPS reserves the right to deviate from these dates.

**V. PROPOSER INFORMATION**

The Proposer shall furnish items and services identified under description in accordance with Special Conditions/Provisions, requirements and all other terms and conditions as set forth elsewhere herein. By executing this document, the Offeror is agreeing to and acknowledging the acceptances of the responsibility to provide all as specified; this page must be submitted with the Offer. The Offeror also understands by executing and dating this document, proposed prices/costs shall hold firm for a period of not less than *three hundred, sixty-five (365)* calendar days after the date of the solicitation award.

<b>Company Name:</b>	
<b>Name of Agent (Print or Type):</b>	
<b>Title:</b>	<b>Date:</b>
<b>Signature of Agent:</b>	
<b>Telephone #:</b>	<b>Fax #:</b>
<b>Federal Identification Number:</b>	
<b>Address:</b>	

*Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2023*

*My commission expires: \_\_\_\_\_*

*Title: \_\_\_\_\_*

*(Must be notarized by a Notary Public)*

SEAL

**VI. STATEMENT OF ASSURANCE, COMPLIANCE, AND NON-COLLUSION**

*Livingston Parish Public Schools  
Livingston, Louisiana*

*Statement of Assurance, Compliance and Non-Collusion*

State of Louisiana  
Parish of Livingston

1. The undersigned, as Vendor, certifies that every provision of this Submittal has been read and understood.
2. The Vendor hereby provides assurance that the firm represented in this Submittal:
  - a. Shall comply with all requirements, stipulations, and conditions as stated in the submittal document; and
  - b. Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
  - c. Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and
  - d. No person associated with Vendor's firm is an employee of LPPS. Should Vendor, or Vendor's firm have any currently existing agreements with LPPS, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
  - e. That such agent as indicated below is officially authorized to represent the firm in whose name the submittal is submitted.

Name of Vendor:

Name of Agent:

Signature & Title:

Address:

City, State, & Zip:

Telephone:

Fax:

Email:

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

NOTARY SEAL



## VIII: REQUIREMENTS

### Nature of Services Required

#### A. General

Livingston Parish Public Schools is soliciting proposals from professional consulting firms to provide consulting and representation services in support of LPPS's recovery from the FEMA Major Disaster \_\_\_\_\_, and any subsequent declared disaster or associated service(s) during the contemplated contract term. The ideal Proposer shall possess demonstrated experience in disaster recovery programs and must have extensive knowledge and expertise in the operations of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and hazard mitigation planning for municipal and governmental entities.

#### B. Contract Term

Any original and resulting contract may be extended by LPPS; not to exceed seven (7) years. The initial agreement is contemplated as a five (5) year term with two (2) renewal terms of one (1) year each.

#### C. Specific Duty

The selected firm will be responsible for services including, but not limited to, Post Disaster Consulting and Engineering Services as described:

##### 1. FEMA Public Assistance Services:

- a. Develop process/system to submit Federal Government Applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects associated with declared disasters.
- b. Attend meetings with any state emergency entities and FEMA (Federal Emergency Management Agency) to address eligibility and process issues at the request of LPPS.
- c. Provide extensive knowledge, experience and technical competence in dealing with Federal regulations, specifically including the Stafford Act, 2 CFR 200, and the Sandy Recovery Improvement Act.
- d. Proactively identify and resolve issues that may arise related to the funding of work to be completed by LPPS.
- e. Provide technical assistance as requested. Technical assistance may involve engineering and architectural support, among other types of assistance as required/requested by LPPS.
- f. Provide support in competing an assessment of damage to public infrastructure components, transportation systems, and facilities as applicable.
- g. Obtain, analyze and gather field documentation, including gathering of relevant records, in order to extract pertinent information necessary for submittal including timekeeping and staff assignment records as applicable.
- h. Review for clarity and completeness, as well as consistency and accuracy, data and supporting documentation related to reimbursement claims.
- i. Evaluate and assist in the formulation of FEMA PA (Public Assistance) Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing Detailed Damage Descriptions and Dimensions (ODDs), and project(s) Scope of Work (SOW).
- j. Aid in the development of hazard mitigation proposals under Section 406 of the Stafford Act.
- k. Evaluate alternate and/or improved projects.
- l. Review project worksheets to determine eligible costs and third-party refunds and reimbursements, as applicable.
- m. Prepare first and second appeals, as applicable.

##### 2. Financial Grant Management Support:

- a. Advise on FEMA's rules, practices and procedures and advise on how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.
- b. Provide general grant management advice.
- c. Conduct pre-audit activities and prepare documentation for audit.
- d. Meet as necessary with Parish/State/Federal representatives in connection with the programmatic, financial, contracting, and accounting services necessary to meet Federal and State regulations.
- e. Prepare reports for the State and FEMA, as needed.
- f. Provide oversight of contractors' billing to ensure that they invoice properly and are only compensated for work actually performed, and that all costs eligible for the disaster grant funding are documented and claimed.
- g. Categorize, record, track, and file costs in support of the financial reimbursement process. Track project worksheet status and status of payment from the State and FEMA.

##### 3. Information Technology, Data Management and Reporting Support:

- a. Design and develop IT solutions that support the management and implementation of the disaster recovery programs.
- b. Provide experience managing data for disaster recovery programs.
- c. Provide expertise using systems to report information to assist in the management of the disaster recovery programs.
- d. Provide expertise to analyze data and information for process improvement and optimization

#### 4. Disaster Debris Monitoring Service:

- a. Coordinating daily briefings, work progress, staffing, and other key items with LPPS.
- b. Hiring, training, scheduling, and managing field monitoring staff.
- c. Monitoring and documenting debris removal operations ADMS technology.
- d. Assisting LPPS with responding to public concerns and comments.
- e. Certifying contractor equipment for debris removal using methodology and documentation practices appropriate for contract monitoring.
- f. Digitization of source documentation (such as monitor logs, scale tickets, etc.).
- g. Furnishing and operating an automated/electronic (paperless) debris tracking system.
- h. Comprehensive review of project documentation and data for quality control.
- i. Developing daily operational reports to keep LPPS informed of work progress.
- j. Development of maps, GIS applications, etc., as necessary.
- k. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to LPPS for processing.
- l. Provide documentation for project worksheets and other pertinent report preparation required for reimbursement by FEMA, FHWA, and any other applicable agency for disaster recovery efforts by District staff and designated debris removal contractors.
- m. Maintain a safe working environment including developing and implementing a health and safety plan for debris monitoring operations.
- n. Providing staff and equipment to support LPPS in various functional areas as required following an emergency event.
- o. Debris management planning services including the development of a debris management plan, debris management site identification an review, or staff training.
- p. The selected firm will be expected to provide disaster debris monitoring services utilizing automated debris management system (ADMS – Advanced Disaster Management Simulator) technology. Debris monitoring may include debris generated from the public rights of way, private property, drainage areas, waterways, and other public, eligible, or designated areas.

*Other tasks as determined by LPPS to be imperative depending on the type of disaster declared by: LPPS, the state of Louisiana, the United States Federal Government, or FEMA (the Federal Emergency Management Agency).*

#### **Proposal Requirements**

The following material is required to be received by May 18, 2023 at 10 AM CDT for a proposing firm to be considered.

The proposal shall include:

1. Title Page: Title page showing the RFP number; the firm’s name; the name, address, email, and telephone number of the contact person; and the proposal date.
2. Statement of Qualifications
3. A signed letter of transmittal which includes:
  - a. A description of the firm, the size of its staff, staff’s qualifications and the experience of the staff. Resumes – not to exceed three (3) pages per person – of the proposed personnel should be included.
  - b. The firm’s past experience in providing such services for companies or local governments. The project references should include client contact information.
  - c. The firm’s proposed strategy to assist Livingston Parish Public Schools to maximize Public Assistance and other funding available to it as a result of the FEMA Major Disaster \_\_\_\_\_ event.
  - d. Completed “Hourly Labor Rates and Reimbursable Project Expenses Form” – Attachment A

LPPS will enter into negotiations with the firm deemed as the highest ranked prosper by the evaluation team. Should LPPS be unable to negotiate and execute a contract with the highest ranked firm, negotiations shall immediately commence with the second-highest ranked firm.

**Attachment A: Hourly Labor Rate and Reimbursable Project Expense**

**POSITIONS**

Project Executive	_____
Subject Matter Expert	_____
Project Manager	_____
Accountant	_____
Closeout Specialist	_____
Grant Manager	_____
Analyst	_____
Senior Grant Manager	_____
Engineer I (Junior)	_____
Engineer II (Mid)	_____
Engineer III (Senior)	_____
Surveyor	_____
Debris Project Manager	_____
Debris Operations Manager	_____
Debris Monitor	_____
Debris Supervisor	_____
Scheduler	_____
Emergency Management Consultant	_____
Senior Emergency Management Consultant	_____
Executive Emergency Management Consultant	_____
Other: _____	_____

## CFR 200 Compliance Language

1. **Subcontractors** – *If* subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At LPPS’s request, provide all internal subcontractor documentation for federal reimbursement law.
2. **Procurements** – While assisting LPPS with project procurements or in the event the vendor must procure additional resources post-contract award, the awarded Proposer will strictly adhere to CFR 200 procurement rules. This includes adhering too the strictest provisions of Federal, State, and Local procurement rules, regulations, and/or ordinances, etc.
3. **Vendor Billing** – The winning vendor will be engaged in direct project work, therefore, indirect billing is not anticipated and must be preapproved by LPPS. All direct project costs will be concisely billed to specific project codes established by LPPS. Vendor invoices will be categorized by project code and must include:
  - a. Name
  - b. Position
  - c. Billing Rate
  - d. Total Hours
  - e. Costs

*Invoices must include specific project time and expense backup to include concise employee comments of tasks accomplished which must be appropriate to the position and billing rate.*

4. **All Inclusive** – the above CFR 200 requirements have been identified as being the most relevant provisions which will affect LPPS and the vendor while executing the project. However, the vendor is responsible for complying with CFR 200 in its entirety throughout the project lifecycle.

## **IX. PROPOSAL TERMS**

### **A. Public Records**

1. Except as otherwise provided by law, all documents submitted to under a contract, bid, RFP, or Statement of Qualifications (SOQ) are subject to the Louisiana Public Records Act, La. R.S. 44:1 et seq., and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.
2. If a contractor/respondent deems any document, submitted to LPPS under a contract, bid, RFP, or SOQ, contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Constitution Article I Section 5, La. R.S. 44:4 or 44:1, or other provisions of law, the contractor/respondent shall clearly mark the documents as “Confidential” prior to delivering or making them available to LPPS.
  - a. If LPPS receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the contractor/respondent of such request.
  - b. Provided, however, that if any action is commenced against LPPS under the Louisiana Public Records Act, La. R.S. 44:1 et seq., or otherwise seeking to compel production or disclosure of the documents, the contractor/respondent or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold LPPS harmless from any costs, damages, penalties or other consequences of the Livingston Parish School Board’s refusal to disclose or produce such documents. Failure of the contractor/respondent to immediately intervene in such legal action will authorize LPPS to voluntarily provide the information for disclosure under the supervision of the court.
  - c. LPPS assumes no liability for disclosure or use of any document or portion of a contract, bid, RFP, or SOQ that has not been clearly marked as “Confidential,” or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.
3. Nothing herein shall prohibit LPPS from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other parish agency, person or organization for the sole purpose of assisting LPPS in its evaluation of the proposal. LPPS shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

4. The Contractor/respondent shall not mark the entire proposal for a bid, RFP, or SOQ, “Confidential” or as information constituting an exception to Louisiana’s Public Records Act. If an entire response, submittal or proposal is so marked, LPPS shall not consider the proposal for an award of the contract.

#### **B. Equal Employment Opportunity**

By submitting and signing the proposal, Proposer agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, religion, sex, age, national origin, handicap or disability. Proposer shall keep informed of and comply with all Federal, State and Local laws, ordinances and regulations which affect his employees or prospective employees. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” (2 CFR Part 200(C))

LPPS encourages the participation of small businesses, disadvantaged business entities, minority owned firms and women business enterprises (MWBs) to participate in this proposal. All bidders/proposers contracting with LPPS are likewise encouraged to use MWBs as part of their proposals.

#### **C. Clean Air Act and the Federal Water Pollution Control Act**

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR Part 200(G))

#### **D. Davis- Bacon Act**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. (2 CFR Part 200(D))

#### **E. Copeland “Anti-Kickback” Act**

Where applicable, vendors shall 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 Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. (2 CFR Part 200(D))

#### **F. Contract Work Hours and Safety Standards Act**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. (2 CFR Part 200(E))

#### **G. Civil Rights Statement**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from

discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or Local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

Vendors shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and Food and Nutrition Service (FNS) Instruction 113-1, Civil Rights Compliance and Enforcement in Nutrition Programs and Activities.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) located online at:

<https://www.ascr.usda.gov/ad-3027-usda-program-discrimination-complaint-form>

Form AD-3027 can also be completed at any USDA office or a letter can be written to the USDA providing all information requested on the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA within 180 days of the alleged discrimination. Forms and letters should be mailed/faxed/emailed to:

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Ave, SW, Stop 9410  
Washington, D.C. 20250-9410  
Fax: (202) 690-7442  
Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

#### **H. Byrd Anti-Lobbying Amendment**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. (2 CFR Part 200(I))

#### **I. Rights to Inventions Made Under a Contract or Agreement**

When a Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR Part 200(F))

#### **J. Debarment and Suspension**

For those proposals issued by LPPS representing items to be purchased using Federal funds, accepting and signing proposal certifies that Proposer (including officers, directors, other employees of company) do not appear on the System for Award Management (SAM) Exclusions List. A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549, from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits. (2 CFR Part 200(H))

Proposers must submit proof that they are registered with [www.sam.gov](http://www.sam.gov)