



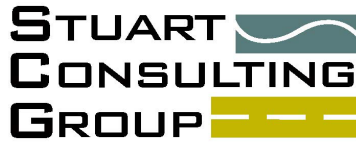
CONSULTING SERVICES FOR DISASTER RECOVERY AND FEMA PUBLIC ASSISTANCE

PROPOSAL NO. RFP 0488

PROPOSAL RECEIPT DATE AND TIME: OCTOBER 14, 2022_3:30 PM

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





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October 13, 2022

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

RE: To Provide Consulting Services for Disaster Recovery and FEMA Public Assistance

To Whom it May Concern,

Stuart Consulting Group, Inc. (SCG) is pleased to respond to the Request for To Provide Consulting Services for Disaster Recovery and FEMA Public Assistance. More specifically, we are submitting one (1) original (stamped "original") digital copy in a searchable Portable Document Format (PDF).

SCG understands the services outlined in this RFP and will make a positive commitment to provide services as specified. As a duly licensed Louisiana Engineering firm, SCG meets the qualifications laid out in the RFP. Our firm confirms that there is no record of substandard work within the past five years, nor has our firm engaged in unethical practices within said timeframe or any time prior.

We pride ourselves on representing our clients' interests and meeting their needs efficiently with the highest level of quality. As a mid-sized engineering and management group, we have the ability to provide exemplary service without the extensive overhead of larger international firms.

The included documentation provides a sampling of the SCG Team company experience. We very much look forward to hearing from you and are available to answer questions, comments, or concerns at any time. Thank you for your consideration.

Sincerely,

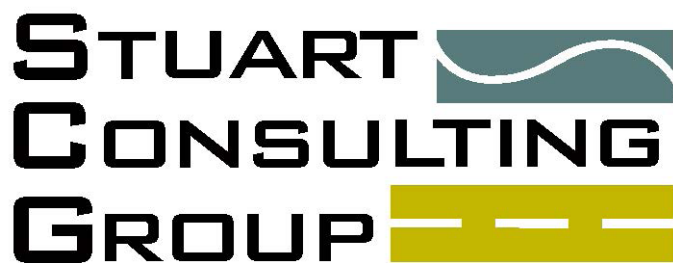
STUART CONSULTING GROUP, INC.

A handwritten signature in blue ink, appearing to read "Thomas J. Martin Jr.", is written over the company name.

Thomas J. Martin Jr., PE
President

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TECHNICAL PROPOSAL

About Stuart Consulting Group

Established in 2003, Stuart Consulting Group, Inc. (SCG) employs a staff of highly qualified professionals well-versed in a wide variety of federal and state grant funding programs as well as professional engineering services. SCG specializes in disaster recovery and mitigation grant funding programs and has a proven track record of maximizing federal and state funding for our clients. With experience dating back to the recovery from Hurricane Katrina in Louisiana, SCG has been actively involved in the transformation of the disaster recovery grant programs for the past 12 years, through responses to other major disasters including Hurricanes Harvey, Tropical Storm Imelda & Hurricane Ida.

Our engineers, grant specialists, mitigation specialists, project managers and construction managers collectively possess over one hundred years of Program Management and disaster recovery grant experience, which includes involvement with response and recovery for numerous disasters including 4 of the 5 largest natural disasters to ever affect the United States --- Hurricanes Katrina, Harvey, Maria & Irma. All told, our team has worked on over 15 federally declared disasters with combined Total Disaster Budgets topping \$365 billion. We have established an excellent record working with senior staff at FEMA, GOHSEP, NRCS, EDA, USACE, HUD, and GLO to aid in the progress of disaster recovery for both municipalities and private non-profit organizations. In addition to our grant management experience, we have helped multiple clients by managing design and construction of their repair projects, effectively managing scope, schedule and budget, while ensuring compliance with all grant requirements and local building codes. Our clients include: Harris County Flood Control District, City of Slidell, Lakefront Management Authority, St. Bernard Parish, Lafon Nursing Facility of the Holy Family, City of Covington, City of Harahan and the St. Tammany Parish Sheriff's Office, City of Houston, City of Friendswood, City of Port Arthur, and the Timberlane Utility District.

Methodology

Our extensive experience with successful pursuit and management of grant funding for our clients has enabled our team to fine tune our approach, as outlined below. Our team is eager to put this proven methodology to work to serve Jefferson Parish (Parish) and bring meaningful improvements to the community.

TECHNICAL PROPOSAL *(continued)*

Program Kickoff Meeting

After Notice to Proceed, SCG will meet with staff from the Department of Public Safety Grants & Administration and other Parish departments to discuss Program goals and objectives. At this meeting, we will discuss the current status of all existing disaster recovery, mitigation, and infrastructure grants that the Parish has already received for past disaster such as Hurricane Ida, and any pending challenges or conflicts that may have occurred. Also, at this meeting, SCG will establish a clear communication strategy with the Parish to foster effective relationships throughout the program. Additionally, we will work to identify any priority projects or funding goals of the Parish to help shape the next steps. Immediately following the kickoff meeting, we will review all challenges identified and develop strategies for swift resolution. We will also review all pending and obligated grants for opportunities to maximize funding.

After the kickoff meeting is complete, and program priorities are established, we will move into the second phase of our approach, pursuit of grant assistance. Following successful receipt of these grants our team will provide turnkey administration services through final closeout of the grant, as outlined below.

Thankfully, the 2022 Hurricane Season has spared Jefferson Parish to date. We anticipate that the majority of our efforts at the start of this contract will be related to ongoing recovery efforts from previous disaster, such as Hurricane Ida. In the following sections we will first outline our turnkey approach to grant administration, which includes existing and new grants. Next, we will address unique aspects of mitigation funding, then outline our approach to disaster response and recovery should another disaster occur during the term of this contract. Finally, we will discuss other program management services we can provide through design and construction of the repairs.

Grant Administration

SCG uses the term “Grant Administration” to capture all aspects of a grant lifecycle. We take seriously our commitment to Jefferson Parish to provide a dedicated team for a turnkey solution that takes the grants from Application through to Closeout. We have a proven track record of fostering positive working relationships with staff at FEMA, GOHSEP, GLO, NRCS, and other agencies which help our clients to avoid some of the delays and bureaucratic snags that other programs may encounter.

The following outlines the stages of Grant Management we undertake:

- Strategy Planning & Funding Identification – Monitor available funding programs, identify potential sources, assist Client with strategically selecting projects suited for application
- Application Phase - Prepare and submit the initial application with all required backup
- Review and Award Phase - Coordinate with the funding agency/agencies throughout their review of the application to resolve any Requests for Information (RFIs) up until award
- Grant Compliance - Maintain compliance with grant provisions during design/construction
- Scope/Cost Changes – Provide Client with consultation on any potential scope/cost changes, advise regarding grant impacts, and submit grant amendment request, if necessary
- Reimbursements – Submit reimbursement requests to funding agency with all required documentation in a timely fashion to maintain cash flow

TECHNICAL PROPOSAL *(continued)*

The following outlines the stages of Grant Management we undertake: (continued)

- Closeout – After completion of work, compile all project documentation and coordinate with funding agency to facilitate closeout
- Document Retention – Retain all project/grant documents for retention period specified by grants. Coordinate with Client to ensure all necessary documents are turned over for storage/retention.

Strategy Planning & Funding Identification

Our team is prepared to leverage our extensive and varied grant experience to help the parish pair the priority projects with the best-fit strategy for maximizing funding assistance. We will first make sure that disaster damages are paired with the appropriate funding agency or agencies. For example, some agencies such as FHWA, NRCS and USACE may have responsibility for assistance before FEMA. Next, we will evaluate the damages and proposed repair/mitigation to determine the best approach for seeking grant assistance. In FEMA's Public Assistance program, for example, there are several approaches to addressing recovery which include various Alternative Procedures. These procedures are not a good fit for all projects, but when used appropriately, they can streamline a community's disaster recovery. In other disaster recovery programs managed by SCG, we have identified innovative and resourceful ways to employ FEMA's own policy to maximize assistance for our clients. SCG will put our experienced team to work to tailor a customized approach to each and every project in order to deliver the best possible results for the Parish.

Application Phase

After receiving authorization to proceed with applications, our team of dedicated professionals will begin assembling the documentation necessary to request funding. We will coordinate with the parish personnel and applicable design consultants, as appropriate, to aggregate all available technical backup, including damage descriptions, hydraulic and hydrologic modeling, engineering reports, design plans, and cost estimates. Additionally, SCG will prepare benefit cost analyses, where required, using available supporting benefit data and FEMA's most recent edition of the BCA Toolkit. Applications will be completed within the funding deadlines and within time constraints established by the parish's approval procedures.

In recent years, FEMA has transitioned their procedures entirely onto the FEMA Grants Portal. Our team has developed extensive experience working in the Portal and is fully comfortable with this new approach. We will work with the Program Delivery Manager (PDMG) to work through FEMA's process steps as quickly and efficiently as possible, without compromising the Parish's funding. Often our team is more knowledgeable of FEMA's own procedures than their own staff and we can help them to avoid missteps which might delay or derail the development of Project Worksheets (PWs).

Review and Award Phase

It is typical for many funding programs for questions to arise as the funding agency proceeds with their review of the applications. If the funding agencies issue a RFI during their review, our team is prepared to provide prompt responses to allow for continued processing of the applications. In FEMA's Public Assistance procedures, these questions often arise once the projects reach the Consolidated Resource Center (CRC). The CRC personnel are responsible for much of the actual grant writing, including scope and cost development. Our team includes staff that previously worked as a CRC contractor which helps us to craft our application.

TECHNICAL PROPOSAL *(continued)*

Post Award Phases

Environmental Compliance

With all federal agencies, compliance with all applicable environmental and historical regulations is an essential condition of funding. Our environmental consultant, SWCA, will support the team by engaging with Jefferson Parish staff and the applicable federal agencies to ensure that all environmental and historical considerations are addressed. Common considerations include review for archaeologically sensitive sites, endangered species, permissible material disposal sites, and permitting through USACE.

Scope and Cost Changes

After grant award, our team of grant specialists will remain involved throughout the design and construction process. Working with the project managers, our grants team will keep a close eye on the development of the projects to ensure compliance with all grant requirements. We will advise Jefferson Parish of any identified challenges and will submit grant change requests, where necessary and appropriate. Although some funding programs are more receptive to grant modifications than others, we have a proven track record of successfully obtaining additional funding for our clients on many occasions.

Recently, the FEMA Public Assistance program underwent a monumental policy change which affects all future disasters and many ongoing recovery efforts. FEMA has raised their “small project” threshold to \$1 million, meaning any projects up to \$1 million will be designated as small projects. FEMA regulation make some allowances that streamline obligation of grant assistance for small projects so this change may help recovery efforts in the short term. However, there is a notable drawback. A large project is reconciled to match the actual project cost before the PW is closed, provided the cost is reasonable. For small projects, FEMA will not revise the project costs in the PW, except under specific circumstances. Therefore, since cost revisions are unlikely, it is critical that applicants ensure that any small project PWs are either written based on actual costs or on the most accurate estimates available. Our team is prepared to help the Parish tackle this new challenge to minimize funding shortfalls.

Reimbursements

Our grant specialists will also work closely with Jefferson Parish to prepare and submit reimbursement requests. We understand that in disaster recovery programs, cash flow can become a significant concern if reimbursements are delayed or stalled. Our team has extensive experience in compiling reimbursement requests, and we know the documentation that will be required to satisfy State and Federal staff. We propose that our team will be directly responsible for preparing and submitting the reimbursement requests, with the parish’s staff copied on all submittals. This has provided three benefits on other programs: (1) SCG staff are positioned to resolve any questions from the funding agencies immediately without delayed correspondence; (2) it frees up our clients’ finance staff to focus on day-to-day activities; and (3) our clients have one single point of contact (SCG) to track and report reimbursement status.

Closeout & Document Retention

After all work is complete, SCG’s closeout specialists will compile all documentation required to satisfy formal closeout of the grant. As with all other steps in the process, each funding agency has unique requirements for closeout. Our team is familiar with the requirements of each agency.

TECHNICAL PROPOSAL *(continued)*

Closeout & Document Retention *(continued)*

SCG has developed a Closeout Summary spreadsheet format that satisfies NRCS and FEMA which we submit to facilitate quicker closeout by the agencies. We will also provide a digital copy of all closeout documentation to Jefferson Parish for the Parish to retain and satisfy document retention clauses in the grant. If the Parish is subject to any audits during the document retention period, we are available to assist with the audits, as requested. To date our clients have had no significant audit findings on any of the disaster recovery programs SCG has managed.

Pursuit of Mitigation Funding

We understand that Jefferson Parish is a proactive agency that is always seeking new and innovative ways to enhance flood risk protection for its residents. One effective way is to find funding partners that will provide federal and/or state funding assistance and help the local dollars go further.

In the field of Disaster Recovery, mitigation is one of the most effective tools in the toolbox. Many governmental agencies have realized that simply rebuilding to pre-disaster conditions is a strategy that cannot be sustained. Although FEMA was a leader in developing solutions to help fund and construct effective projects to lower future risk of disaster damage through the 404 (HMGP) and 406 programs, HUD has recently followed suit with the establishment of the CDBG-MIT program. Other programs through NRCS and EDA offer additional opportunities for potential funding. Some of these programs are specifically tied to disaster damages or disaster funding, but others are funded through annual or recurring appropriations. Each program comes with its own unique eligibility criteria, scoring priorities, and application processes. The SCG team is intimately familiar with a wide variety of programs and we are constantly keeping our ear to the ground to identify new opportunities.

Potential Sources of Mitigation funding:

- FEMA Hazard Mitigation Grant Program (Section 404)
- FEMA Section 406 Mitigation (PA Program)
- FEMA Building Resilient Infrastructure and Communities (BRIC)
- FEMA Flood Mitigation Assistance (FMA)
- HUD Community Development Block Grant – Disaster Recovery (CDBG-DR)
- HUD Community Development Block Grant – Mitigation (CDBG-MIT)
- NRCS EWP Pilot Program
- NRCS Watershed and Flood Prevention Operations (WFPO)
- EDA Disaster Supplemental or other special appropriations

Additionally, in recent years the federal government has undertaken several funding initiatives to incentivize spending on infrastructure improvements. These initiatives have made available additional funding for a broad range of projects that can help communities like Jefferson Parish construct roadway, wastewater, water, drainage, or other infrastructure upgrades. Our team is constantly plugged in to the development of these new funding opportunities.

After the Kickoff Meeting, our grant team will advise the Parish of potential grant or loan opportunities and aid, where requested, in pursuit of funding. For annual programs such as BRIC, SCG can help Jefferson Parish to develop and implement a pipeline for identifying potential projects each year to submit for funding consideration.

TECHNICAL PROPOSAL *(continued)*

Disaster Recovery

In addition to the pursuit of mitigation and infrastructure grant funds for Parish improvements, our team is also uniquely equipped to aid the Parish with disaster recovery grants (like FEMA Public Assistance or CDBG). The Parish has wisely elected to take proactive steps to secure the services of a grants consultant prior to a disaster which will put the parish ahead of many other agencies and help facilitate a swifter recovery. The following steps outline our approach in the unfortunate event of a new disaster, but our team can also assist with the administration of any existing grants from previous disasters, such as Hurricane Ida, if requested.

Initial Disaster Response

Immediately following a disaster, decisions must be made quickly to evaluate the condition of the Parish's facilities, identify exigent damages, locate debris blockages, and prioritize emergency repairs. SCG can provide assistance with a number of these activities, as requested. Within 24 hours of Notice to Proceed, we can mobilize a team to assist with damage assessments and high-water readings across the parish.

Additionally, within 24 hours of Notice to Proceed, we can mobilize our Debris Removal Monitoring management team to work with Jefferson Parish staff and the Parish's debris removal contractor and monitor to coordinate the debris removal process.

Regarding emergency repairs, our team will be available to review the damages and the proposed repairs to advise Jefferson Parish regarding potential federal grant assistance. Our team will also coordinate with the applicable federal and state agencies (FEMA, GOHSEP, NRCS, USACE) so that funding eligibility is not compromised.

Finally, our team will assist Jefferson Parish with full-scale damage assessments of its facilities. SCG can provide several field teams equipped with tablets, cameras, and measurement devices to identify, quantify and geolocate all damages. Damages will be logged using the ArcGIS Collector App which can be easily integrated with the Parish's GIS database for effective tracking. Damages will also be logged in a format that is acceptable to FEMA, NRCS, and USACE. SCG will also provide high-level cost estimates for the disaster damages. These cost estimates can be provided to GOHSEP to aid in FEMA's Preliminary Damage Assessments, if requested.

Recovery Phase

Following the initial response phase, it is time to rebuild and restore the communities to their pre-disaster condition, or better. SCG will evaluate the completed Damage Assessments and determine the appropriate federal agencies that may have the ability to provide assistance with repairs, including FEMA, USACE, NRCS, and FHWA.

After reviewing the damage assessments, SCG will submit storm damages to the appropriate agencies for consideration. As the agencies review the submittals, SCG will work closely with their staff to quickly resolve any questions or concerns that may arise. Even though the bureaucracy of federal disaster recovery is frustrating to many, we pride ourselves on our ability to help minimize review times and expedite funding. During agency review, we will create and submit any additional documentation requested by the funding agency. This may include access maps, property ownership exhibits, disposal site information, permits, design plans, maintenance records, GIS files, or other documents. Our diverse team of subject matter experts and technical support is uniquely qualified to address any questions or document requests that may arise.

TECHNICAL PROPOSAL (*continued*)

Project Management Services

In addition to Grant Administration and assistance with Disaster Recovery efforts, our team is also highly qualified to provide Project Management services for grant-funded projects, where requested by the Parish. For many programs, including HMGP, project management is an eligible expense if it is included in the project budget. The following outlines our approach to management during the design and construction phases

Design Phase Project Management

The first step is to procure the Design Consultant (DC) for the project. SCG will assist the Parish with procurement to ensure compliance with applicable federal and state procurement requirements. Following selection of the DC, we will help to facilitate contract execution, the kickoff meeting, and the notice to proceed.

All throughout the Engineering Design process, SCG will conduct weekly/bi-weekly and monthly status meetings with the DC to make sure their design is moving forward. Formal reviews will be at 50% (Draft Design Submittal), 90% (Bid Ready) and Final submittal (100%), or at the stages prescribed by the parish. Since many funding programs have strict deadlines for completion of work, it will be critical to monitor the schedule at every stage so that any delays can be rectified and mitigated. If funding program rules dictate accelerated project delivery, our team has experience finding creative solutions to help expedite processes.

SCG will also fiscally manage the approved budget from initiation to completion and thoroughly review the invoices submitted by the DC. All the invoices will be accompanied by a detailed Progress Report intricately reviewed by SCG. As we have learned from past programs, we must be diligent when reviewing the submitted invoices as sometimes mistakes do happen, and it will be our duty to make sure any document submitted to the Parish for approval has been through a QA/QC process.

Once the design is complete, the project will move into the Advertisement/Bid/Award phase. SCG will assist the parish personnel, as needed throughout the bidding process. Some programs, such as CDBG, have very specific requirements that must be included in the bidding phase. Our team is well-versed in these requirements and can assist with compliance. Additionally, we will attend the pre-bid meeting and bid opening and ensure that all stages of the process are fully documented for grant compliance purposes.

Construction Phase Management & Inspection

The first step is to conduct the Pre-Construction (Pre-Con) meeting where the SCG Team, DC, Contactor, Parish personnel, and others (inspector, material testing lab, etc.) will meet and formally review the Construction process. The primary purpose of the Pre-Con meeting is to introduce key personnel, review the project, discuss administrative procedures, and provide an opportunity to ask questions and clarify issues. At this meeting SCG will be prepared to share any grant compliance requirements that must be considered during construction, including Section 3 for CDBG-funded projects. The Pre-Con will also provide an opportunity for the DC to relay specific concerns and challenges that might have been observed during construction. Typically, at the end of the Pre-Con, the Notice-To-Proceed (NTP) date will be formally agreed upon.

TECHNICAL PROPOSAL *(continued)*

Construction Phase Management & Inspection *(continue)*

During this phase, our construction managers will be in constant contact with the DC and construction contractor regarding status of the project. Our team will work with the all parties to resolve any challenges or unforeseen conditions that arise in a smooth and timely manner.

We will keep Jefferson Parish staff appraised of any challenges/solutions and ensure that the Parish approves of any cost or scope impacts.

The SCG Team is committed to perform our duties as an extension of Parish staff. Monthly progress meetings shall be held on-site, and all Pay Applications will be thoroughly reviewed so that Jefferson Parish can have confidence the payments that are made are correct and error free. In addition, our team will maintain detailed project files to aid in dispute resolution and to ensure grant compliance. The SCG Team will see these projects through from NTP to Substantial Completion and also through to the One-Year Warranty period. We will facilitate the necessary Close-Out process so all documents are accounted for and in their respective directories on Jefferson Parish server.

As the projects move through the Engineering and Construction Phases, these teams will always be coordinating any changes, updates, revisions, etc. with the Grants Team to facilitate timely reimbursements and to make sure that the Grant Close-Out process is smooth.

Reporting and Communication

Through each stage of the recovery process, our team will provide Parish staff with regular updates on the status of the grant pursuits, design processes, and construction progress. The reporting forms and spreadsheets used by the team on other programs have sufficiently met our clients' needs and have satisfied Federal and State funding partners. We are prepared to modify these forms to suit any specific need articulated by Jefferson Parish.

Our Commitment

Our commitment to Jefferson Parish is to deliver the maximum reimbursement possible in the most efficient manner possible. Our mission is to not only assist the Parish with their recovery efforts, but to enhance the lives of its citizens by facilitating speedy repairs and enhanced mitigation solutions.

PROPOSER QUALIFICATIONS & EXPERIENCE

SCG is a small business corporation owned by Thomas J. Martin, Jr., and was founded on the philosophy of client satisfaction and quality control. This enables us to provide services that not only meet our clients' needs within established schedules and budgets, but also exceed their expectations with regards to the final products and/or deliverables. Our team of consultants and industry leading professionals has experience with applying for, administering and program managing the following federal programs:

- FEMA Public Assistance (PA) Program including 406 mitigation funding
- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Building Resilient Infrastructure and Communities Grant Program (BRIC)
- FEMA Flood Mitigation Assistance Program (FMA)
- USDA-NRCS Emergency Watershed Protection Program (EWP)
- HUD Community Development Block Grant Disaster Recovery Program (CDBG-DR)
- HUD Community Development Block Grant Mitigation Program (CDBG-MIT)
- USACE Continuing Authorities Program under PL-84-99
- US Economic Development Administration (EDA) funding programs

Harris County Flood Control District (HCFCD) Disaster Recovery Program (DRP) – (\$1.5B Program / +\$650M awarded to date)

Alan Black, Deputy Director Engineering & Construction
Harris County Flood Control District
P: 346-286-4000

E: alan.black@hcfcd.hctx.net

Services Utilized: Grant Management (Including CDBG DR & MIT, HMGP, FEMA-PA, NRCS-EWP, TWDB-FIF, EDA, & USACE-RIP); Project Management (Including Design & Construction); Construction Inspection

Years Active: 2016-Present (ongoing)

SCG was initially contracted by HCFCD to assist with the recovery efforts following the 2016 “Tax Day Floods” in and around Houston. Managing HCFCD’s program presented unique challenges including jurisdictional overlap between 3 federal agencies: NRCS, USACE, and FEMA. SCG documented over \$30 million in flood-related damages from the 2016 event and secured \$11 million in NRCS and FEMA grant assistance. Before additional funding was appropriated for the 2016 damages, Hurricane Harvey struck Harris County in late August 2017. Within just a few days of Harvey landfall, SCG scrambled several teams to canvas the channels county-wide to identify and quantify storm damages. SCG’s crews, in conjunction with some of the District’s staff, completed the damage assessments within a few weeks, a process that typically spans 3 years. SCG also provided staff augmentation to assist HCFCD’s staff with the mandatory monitoring of the removal of storm debris from the District’s channels.



Harvey Damage Site

PROPOSER QUALIFICATIONS & EXPERIENCE *(continued)*

Harris County Flood Control District (HCFCD) Disaster Recovery Program (DRP) – (continued)

To date, SCG has assisted HCFCD in submitting over \$400 million in grant applications for Harvey-related damages with over \$330 million of federal assistance funding obligated through the NRCS EWP Program, FEMA PA Program, and USACE PL84-99 Program. The pursuit of these grants included unraveling the web of federal agency jurisdictions and multiple successful FEMA appeals. Most recently, FEMA has obligated over \$250 million to provide assistance with the removal of accumulated sediment from the District's channels to restore pre-Harvey capacity. SCG's innovative approach to quantify the sediment specifically attributable to Harvey was essential to FEMA providing this unprecedented assistance to the District.



Harvey Repairs - NRCS Funded

Occasionally, recovery assistance agencies issue eligibility determinations that are not in accordance with their own policies or governing legislation. Our team is well-versed in the policies governing the various programs and has brought this knowledge to the service of the HCFCD on multiple occasions. Most notably, SCG prepared 3 successful appeals to FEMA that helped the HCFCD receive PA funding for Memorial Day Flood repairs. SCG is constantly vigilant for any future determinations from FEMA (or another agency) that may be detrimental to HCFCD's recovery efforts. If necessary, SCG is prepared to help HCFCD with further appeals in the future.

SCG also assists HCFCD by managing the design and construction of projects funded under the disaster recovery grants. SCG has managed the successful delivery of over \$80 million of NRCS-funded channel repairs.

In addition to the recovery efforts associated with Harvey and the severe Tax Day and Memorial Day floods, SCG also assisted HCFCD's recovery from the effects of Tropical Storm Imelda (Imelda). Although not as large as Harvey, Imelda did impact seven (7) Watersheds with about \$7.3 million dollars of repair work. The design repairs for Imelda were done partially with in-house staff and staff-augmentation managing two (2) on-call consultants with all construction management and inspection done by the DRP. SCG was able to successfully obtain over \$1M of funding from NRCS for repairs.

Currently, SCG is assisting HCFCD with preparing for the delivery of the sediment removal projects. This sediment removal task will exceed \$250 million in design and construction costs. Due to the large volume of sediment involved, it is estimated that the work will span 5 years. SCG is managing delivery of this Sediment Removal Program as a subset of the DRP, working to ensure that all of the work is completed in accordance with grant requirements.

In addition to repair funding through NRCS, FEMA, & USACE, we have worked since 2017 to help HCFCD pursue mitigation grant funding through a wide variety of other federal and state programs including CDBG-DR, CDBG-MIT, TWDB-FIF, HMGP, EDA, and BRIC. Many of the funding pursuits we have undertaken have involved brand new programs (like CDBG-MIT), requiring our team to

PROPOSER QUALIFICATIONS & EXPERIENCE *(continued)*

Harris County Flood Control District (HCFCD) Disaster Recovery Program (DRP) – (continued)

work in overdrive to research program rules and to craft applications to maximize funding chances. SCG lead a team of consultants that compiled over \$700M in CDBG-MIT applications for the District within a demanding time schedule. To date, HCFCD has received over \$218M from federal and state sources to leverage with local funds provided by the County's Bond Program to improve flood control protection for the residents of the County. It is expected that within the next year, GLO will award an additional \$750M to the County which will provide even greater flood mitigation protection to the community.

City of Slidell Disaster Recovery Program (\$125M Program)

Mike Noto, Deputy Chief Administrative Officer

City of Slidell

P: 985-646-4333

E: gcromer@cityofslidell.org

Services Utilized: Grant Management (Including HMGP & FEMA-PA); Project Management (Including Design & Construction); Construction Inspection

Years Active 2010-Present (ongoing)

Since 2010 SCG has been assisting the parish of Slidell, LA with recovery from the damages sustained in Hurricane Katrina. After being hired to manage the reconstruction of the city's municipal auditorium and senior citizens' center, SCG's services have expanded to include closeout of the city's 173 FEMA Public Assistance grants along with program management for the parish's infrastructure rehabilitation program and five HMGP grants for pump station improvements. Upon review of the city's existing Benefit Cost Analyses (BCAs), we identified an opportunity to optimize the BCAs and receive additional

funding. Through our efforts, the city received an additional \$18M of federal funding for the HMGP pump station improvement projects. Also, while working on the Program, SCG was able to identify additional damages resulting from Hurricane Katrina which were not previously realized. As a result of our review, the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) and FEMA provided Slidell with an additional \$20M+ to repair these damages. SCG worked closely with the parish, GOHSEP, and FEMA to develop and obligate a capped Improved Project (\$68M) which has allowed the city to complete a comprehensive approach to complete roadway, drainage, and sewer rehabilitation projects across the city. Repairs should be completed in 2021 and all Katrina grants are expected to be closed out in 2022. SCG is currently assisting the city with the recovery from the 2021 Hurricane Ida.



CITY BARN PUMP STATION BAR SCREENS -

HMGP FUNDED

PROPOSER QUALIFICATIONS & EXPERIENCE *(continued)*

Lakefront Management Authority (LMA) Disaster Recovery Program (\$75M Program)

Louis Capo
Executive Director
Lakefront Management Authority
P: 504-355-5990
E: director@nolalakefront.com
Services Utilized: Grant Management (Including FE-MA-PA); Project Management (Including Design & Construction)
Years Active: 2010-Present (ongoing)



Lakefront Airport Terminal Restoration - PA Funded

SCG has managed the Disaster Recovery Program for the Lakefront Management Authority in New Orleans, LA since 2010. One of the first tasks we undertook after partnering with the LMA was to perform a thorough review of their 179 existing Project Worksheets (PWs) for Hurricane Katrina. Upon review, we identified several opportunities for additional funding assistance through the FEMA Public Assistance Program. By updating project cost estimates, addressing missing scope items, and utilizing alternate/improved project delivery options under the PA program, we were able to help the LMA receive an additional \$20M in funding from FEMA. In addition to grant management services, SCG provided project management for over \$46M of repair and replacement projects at the New Orleans Lakefront Airport including the historic renovation of the art deco Terminal and reconstruction of hangars destroyed by Katrina. SCG's creative use of FEMA's Alternate and Improved Project policies helped the LMA to maximize their available recovery assistance funding to repair and rebuild all of their critical facilities with minimal use of local funds. To date, nearly all of the LMA's PWs have been successfully closed, with the remainder expected to be closed in 2022. Although the Disaster Recovery Program has been primarily focused on recovering from the devastating impacts from Hurricane Katrina, it has also included recovery from several other tropical storms and hurricanes to impact the area, including Hurricanes Rita, Gustav, Isaac, Laura, and Zeta.

PROJECT TEAM LEADS

Tommy Martin, PE - President (Water/Wastewater Specialist) As President of SCG, Mr. Martin is responsible for the daily administration of the office and the overall management of the company's projects. He has over twenty years of experience in design and construction management of various municipal, federal and industrial projects. His design and management experience includes: water and wastewater treatment plants, general civil support systems for commercial developments, hydrology and hydraulics, and roadway improvements. Since Hurricane Katrina, Mr. Martin has been intrinsically involved in several aspects of disaster recovery, particularly with FEMA regulations, codes, and standard procedures.

Christopher Fenner, PE – Vice President (Program Manager/Civil Engineer/Grants Coordinator): Mr. Fenner is well versed in working with the intricacies of several federal grant funding programs, including FEMA's Public Assistance Program and Hazard Mitigation Grant Program, NRCS's Emergency Watershed Protection Program, and HUD's Community Development Block Grant Program. He has served in key management roles on several of the disaster recovery programs managed by Stuart Consulting Group for several agencies in Louisiana and Texas. Mr. Fenner has worked to bridge the gap between federal, state, and local agencies to create clear lines of communication and cooperation that help to facilitate recovery from some of the costliest disasters in US history, including Hurricanes Katrina and Harvey. He also understands that the most important aspect of federal grant management is documentation. He is currently serving as the Program Manager responsible for all grant funding as part of the Harris County Flood Control District Disaster Recovery Program where he manages over \$440 million in recovery and mitigation grants through a variety of state and federal programs. As a Project Manager, Mr. Fenner has tackled several complex multi-million-dollar projects including the construction of a \$15M state-of-the-art hangar and the \$16M historic renovation of the art-deco terminal building at New Orleans Lakefront Airport.

Dale Viola Jr., NEMAA will serve as the primary grant writer for the SCG team. Mr. Viola is a career emergency manager with extensive experience in a variety of federal and state grant programs. Mr. Viola joined SCG after working for FEMA, where he served on 10 Major Disaster Declarations in Louisiana, California, Texas, Florida and Puerto Rico. Mr. Viola was embedded with FEMA Public Assistance and Mitigation sections to support state, local, and tribal nation stakeholders through all stages of Response, Recovery and Mitigation efforts. Prior to FEMA, he has years of public sector experience in disaster management, public grants, and technology integration. At Stuart Consulting Group, his broad knowledge of federal assistance processes maximizes client outcomes and maintains compliance with laws and program standards. In light of increased scrutiny of federal programs, Mr. Viola utilizes geospatial analysis, digital records, and database expertise to accommodate new systems for administering federal assistance programs throughout the award process. On the Harris County Flood Control District Disaster Recovery Program, Mr. Viola's analysis of pre- and post-disaster geospatial data was instrumental in the ~\$250M of FEMA assistance to remove Hurricane Harvey sediment from channels across the County. He has also crafted multiple successful appeals to FEMA for our clients. Mr. Viola has completed the National Emergency Management Advanced Academy and is currently serving as the Louisiana State Representative for the International Association of Emergency Managers (IAEM) – USA Region 6

PROJECT TEAM LEADS *(continued)*

Duncan Loughridge - Grant Specialist. While working with SCG, Mr. Loughridge has served as a senior level manager responsible for overseeing the firm's government services contracts for program and grant management. He lobbied the Louisiana delegation and engaged with FEMA and the FDA on behalf of clients to secure more than \$125 million in funding for infrastructure improvement projects. He's worked with SCG leadership to successfully recruit new clients and expand business development as well as overseeing budgets and cost controls, project implementation, and company staffing issues. Mr. Loughridge is a seasoned and dynamic management professional with more than 22 years of background in disaster recovery, political affairs and business development. He is an experienced FEMA Public Assistance grant writer both as a FEMA subcontractor and as an applicant representative. He is proficient in FEMA Grants Manager, preparing client materials, marketing documents, and work product for external meetings, public events, and hearings. Mr. Loughridge excels in managing numerous priorities and crisis situations.

Amy Wing will complete the SCG grant leadership team serving as the primary subject matter expert for the FEMA Public Assistance program. Ms. Wing is a Professional Disaster Recovery Specialist with more than 16 years of disaster management experience. She has worked on disasters in multiple states including Louisiana, Florida and Texas. Ms. Wing also works on environmental issues involving floodplain/wetland management and environmental historical preservation. She is familiar with FEMA's Record of Environmental Consideration and required Eight Step Plan processes for Floodplain/Wetland Management. Ms. Wing has successfully assisted applicants in recovering millions of dollars in federal disaster assistance funds by managing Public Assistants grants, prepared dozens of Detailed Expense Review and Closeout Packages. Her Public Assistance experience also includes review and preparation of FEMA Project Worksheets, Cost Estimates, Quarterly Reports and Department of Homeland Security Office of the Inspector General audits. She is well versed in the new FEMA Grants Manager and Grants Portal Tool as well as with the States of Louisiana and Texas Grants Management Systems.

RESUMES

EDUCATION

LOUISIANA STATE UNIVERSITY
B.S. Civil Engineering

LOUISIANA STATE UNIVERSITY
M.S. Civil Engineering

PROFESSIONAL REGISTRATION

Professional Engineer, Civil,
State of Louisiana PE 0025925
Professional Engineer, Civil,
State of Mississippi, PE 25586
Professional Engineer, Civil,
State of Texas, PENDING

PROFESSIONAL PUBLICATION

A.M. Martin and T.J. Martin. "A
Mathematical approach to Sizing
Diversion Basins for Industrial
Facilities", Proceedings of the 46th
Annual Purdue Conference, 1991

DISASTER EXPERIENCE

DR 1603 Hurricane Katrina
DR 1786 Hurricane Gustav
DR 4080 Hurricane Isaac
DR 4223 TX Memorial Day Flood
DR 4263 LA Severe Storms and
Flooding
DR 4269 TX Tax Day Flood
DR 4332 Hurricane Harvey
DR 4466 Tropical Storm Imelda
DR-4577 Hurricane Zeta
DR 4611 Hurricane Ida

As a Registered Professional Engineer, Mr. Martin has experience in the detailed design, design management, and construction management of a variety of aspects of municipal, federal, and industrial projects. His project design and design management experience include: water and wastewater treatment plant design (for municipalities, organics manufacturers, and petroleum refiners); wastewater collection system improvements, sewer force main and pump station design; and general civil support systems for commercial developments. Following Hurricane Katrina, Mr. Martin has participated in many projects involving disaster recover, disaster management, grant management, and hazard mitigation. He has been involved in projects for 5 major disasters in varying roles, including Design Engineer, Project Manager, and Principal-in-Charge. Mr. Martin's extensive career is highlighted by his expertise in sanitary sewer and water treatment systems.

PROJECT SELECTION

PRINCIPAL-IN-CHARGE | DISASTER RECOVERY PROGRAM HARRIS COUNTY FLOOD CONTROL DISTRICT

Houston, TX

PRINCIPAL-IN-CHARGE | HURRICANE KATRINA RECOVERY PROGRAM | CITY OF SLIDELL

Slidell, LA

PRINCIPAL-IN-CHARGE | DISASTER RECOVERY PROGRAM LAKEFRONT MANAGEMENT AUTHORITY

New Orleans, LA

PRINCIPAL-IN-CHARGE | CLOSEOUT OF FEMA PROJECT WORK- SHEETS FOR HURRICANE KATRINA DAMAGES | LAFON NURSING FACILITY OF THE HOLY FAMILY

New Orleans, LA

PRINCIPAL-IN-CHARGE | DEBRIS REMOVAL MONITORING (MARCH FLOOD 2016) | CITY OF COVINGTON

Covington, LA

PRINCIPAL-IN-CHARGE | RECONSTRUCTION OF MULTIPLE DRAIN- AGE PUMP STATIONS DAMAGED BY HURRICANE KATRINA

Plaquemines Parish, LA

EDUCATION

LOUISIANA STATE UNIVERSITY
B.S. Civil Engineering

PROFESSIONAL REGISTRATION

Professional Engineer, Civil,
State of Louisiana PE 38566
Professional Engineer, Civil,
State of Mississippi, PE 26859
Professional Engineer, Civil,
State of Texas PE 122835

PROFESSIONAL CERTIFICATION

ATSSA – Traffic Control Supervisor
(LA State Specific)
ATSSA – Traffic Control Technician
(LA State Specific)
LADOTD Flagger Certification

DISASTER EXPERIENCE

DR 1603 Hurricane Katrina
DR 1786 Hurricane Gustav
DR 4080 Hurricane Isaac
DR 4223 TX Memorial Tax Day
Flood
DR 4269 TX tax Day Flood
DR 4332 Hurricane Harvey
DR 4466 Tropical Storm Imelda
DR 4577 Hurricane Zeta
DR 4611 Hurricane Ida

Mr. Fenner is well versed in working with the intricacies of federal grant funding programs, specifically post-disaster assistance programs such as FEMA's Public Assistance Program and Hazard Mitigation Grant Program, NRCS's Emergency Watershed Protection Program, and HUD's Community Development Block Grant Program. He has served in key management roles on several of the disaster recovery programs managed by Stuart Consulting Group for several agencies in Louisiana and Texas. Mr. Fenner has worked to bridge the gap between federal, state, and local agencies to create clear lines of communication and cooperation that help to facilitate recovery from some of the costliest disasters in US history, including Hurricanes Katrina and Harvey. He also understands that the most important aspect of federal grant management is documentation. As a Project Manager, Mr. Fenner has tackled several complex multi-million-dollar projects including the construction of a \$15M state-of-the-art hangar and the \$16M historic renovation of the art-deco terminal building at New Orleans Lakefront Airport. Through the management and documentation compiled by Mr. Fenner, both of these projects were entirely reimbursable by FEMA. As Deputy Program Manager for the Harris County Flood Control District, Mr. Fenner is currently managing over \$500M of federal disaster assistance grants across 4 active disasters with another \$750M+ expected to be awarded.

PROJECT SELECTION

DEPUTY PROGRAM MANAGER | DISASTER RECOVERY PROGRAM HARRIS COUNTY FLOOD CONTROL DISTRICT

Houston, TX

PROGRAM MANAGER | HURRICANE KATRINA RECOVERY PROGRAM CITY OF SLIDELL

Slidell, LA

FEMA GRANT SPECIALIST | DISASTER MITIGATION FOR WASTEWATER FACILITIES INDUCED BY HURRICANE HARVEY, PACKAGE 4 CITY OF HOUSTON

Houston, TX

FEMA GRANT SPECIALIST | MITIGATION FOR SEWER LIFT STATIONS – HURRICANE HARVEY CITY OF FREINDSWOOD

Friendswood, TX

PROGRAM MANAGER | DISASTER RECOVERY PROGRAM LAKEFRONT MANAGEMENT AUTHORITY

New Orleans, LA

DALE VIOLA, JR.

STUART CONSULTING GROUP, INC | METAIRIE, LA | GRANT SPECIALIST

EDUCATION

LOUISIANA STATE AGRICULTURAL & MECHANICAL UNIVERSITY

B.S Science
Disaster Science & Management

DISASTER EXPERIENCE

DR 4041 LA Severe Storms, Tornadoes, Straight-line Winds & Flooding
DR 4223 TX Memorial Day Flood
DR 4223 TX Severe Storms, Tornadoes, Straight-line Winds & Flooding
DR 4269 TX Tax Day Flood
DR 4277 LA Severe Storms & Flooding
DR 4301 California Severe Storms, Flooding & Mudslides
DR 4302 Hoopa Valley Tribe Severe Winter Storm
DR 4305 California Severe Storms, Flooding & Mudslides
DR 4308 California Severe Storms, Flooding & Mudslides
DR 4312 Resighini Ranchera Flooding
DR 4332 Texas Hurricane Harvey
DR 4336 Puerto Rico Hurricane Irma
DR 4337 Florida Hurricane Irma
DR 4339 Puerto Rico Hurricane Maria
EM 3381 CA California Potential Failure of Spillway Oroville Lake
DR 4577 Hurricane Zeta
DR 4611 Hurricane Ida

As a career emergency manager, Dale Viola Jr came to Stuart Consulting Group following his tenure with FEMA, where he worked 10 Major Disaster Declarations in Louisiana, California, Texas, Florida and Puerto Rico. Mr. Viola was embedded with FEMA Public Assistance and Mitigation sections to support state, local, and tribal nation stakeholders through all stages of Response, Recovery and Mitigation efforts. At the beginning of Hurricane Harvey, Dale was deployed with FEMA Urban Search & Rescue (US&R) to support lifesaving operations in the city of Houston, TX and surrounding counties. He would go on to serve with FEMA US&R during Hurricane Irma in Florida and Hurricane Maria in Puerto Rico. Prior to FEMA, he has years of public sector experience in disaster management, public grants, and technology integration.

At Stuart Consulting Group, his broad knowledge of federal assistance processes maximizes client outcomes and maintains compliance with laws and program standards. In light of increased scrutiny of federal programs, Mr. Viola utilizes geospatial analysis, digital records, and database expertise to accommodate new systems for administering federal assistance programs throughout the award process. On the Harris County Flood Control District Disaster Recovery Program, Mr. Viola's analysis of pre- and post-disaster geospatial data was instrumental in the ~\$250M of FEMA assistance to remove Hurricane Harvey sediment from channels across the County. He has also crafted multiple successful appeals to FEMA for our clients.

PROJECT SELECTION

GRANT SPECIALIST | DISASTER RECOVERY PROGRAM | HARRIS COUNTY FLOOD CONTROL DISTRICT
Houston, TX

GRANT SPECIALIST | HURRICANE KATRINA RECOVERY PROGRAM CITY OF SLIDELL
Slidell, LA

GRANT SPECIALIST | DISASTER RECOVERY PROGRAM LAKEFRONT MANAGEMENT AUTHORITY
New Orleans, LA

GRANT SPECIALIST | 2016 TAX DAY FLOOD DISASTER RECOVERY ASSISTANCE | TIMBER LANE UTILITY DISTRICT
Spring, TX

THE FOLLOWING PROJECTS WERE PRIOR TO JOINING SCG

GEOSPATIAL INTELLIGENCE UNIT MANAGER | FEDERAL EMERGENCY MANAGEMENT AGENCY

Louisiana, California, Texas, Florida & Puerto Rico
Federal Urban Search & Rescue GIS Support (Hurricane Harvey, Hurricane Irma, Hurricane Maria)

FEDERAL EMERGENCY MANAGEMENT AGENCY
Louisiana, California, Texas, Florida & Puerto Rico



AMELIA WING

STUART CONSULTING GROUP, INC | METAIRIE, LA | GRANTS SPECIALIST

EDUCATION

SAN DIEGO STATE UNIVERSITY
B.S. Biology

PROFESSIONAL ASSOCIATIONS

Institute of
Environmental
Communications Fellow

Certified Master
Naturalist

DISASTER EXPERIENCE

DR 1603 Hurricane Katrina
DR 1786 Hurricane Gustav
DR 4080 Hurricane Isaac
DR 4223 TX Memorial Day Flood
DR 4277 LA Severe Storms
& Flooding
DR 4269 TX Tax Day Flood
DR 4283 Hurricane Matthew
DR 4332 Hurricane Harvey
EM 3392 Tropical Storm Nate
DR 4466 Tropical Storm Imelda
DR 4577 Hurricane Zeta
DR 4611 Hurricane Ida

Ms. Wing is a Professional Disaster Recovery Specialist with more than 15 years of disaster management experience. She has worked on disasters in multiple states including Louisiana, Florida and Texas. Ms. Wing also works on environmental issues involving floodplain/wetland management and environmental historical preservation. She is familiar with FEMA's Record of Environmental Consideration and required Eight Step Plan processes for Floodplain/Wetland Management. Ms. Wing has successfully assisted applicants in recovering millions of dollars in federal disaster assistance funds by managing Public Assistants grants, prepared dozens of Detailed Expense Review and Closeout Packages. Her Public Assistance experience also includes review and preparation of FEMA Project Worksheets, Cost Estimates, Quarterly Reports and Department of Homeland Security Office of the Inspector General audits. She is well versed in the new FEMA Grants Manager and Grants Portal Tool as well as with the States of Louisiana and Texas Grants Management Systems.

PROJECT SELECTION

**GRANT SPECIALIST | DISASTER RECOVERY PROGRAM |
HARRIS COUNTY FLOOD CONTROL DISTRICT**
Houston, TX

**GRANT SPECIALIST | HURRICANE KATRINA RECOVERY PROGRAM
CITY OF SLIDELL**
Slidell, LA

**GRANT SPECIALIST | DISASTER RECOVERY PROGRAM
LAKEFRONT MANAGEMENT AUTHORITY**
New Orleans, LA

**GRANT SPECIALIST | HURRICANE KATRINA DISASTER RECOVERY
ASSISTANT & GRANT CLOSEOUT | LAFON NURSING FACILITY OF THE
HOLY FAMILY**
New Orleans, LA

**GRANT SPECIALIST | HURRICANE KATRINA GRANT CLOSEOUT |
CITY OF THIBODAUX,**
Thibodaux, LA

**GRANT SPECIALIST | HURRICANE KATRINA GRANT CLOSEOUT |
ST. BERNARD PARISH**
St. Bernard, LA

EDUCATION

UNIVERSITY OF SOUTH ALABAMA

B.A. Business Administration

DISASTER EXPERIENCE

DR-1603-LA Hurricane Katrina
DR-1604-MS Hurricane Katrina
DR-4393-NC Hurricane Florence
DR-4465-NC Hurricane Dorian
DR-4464-SC Hurricane Dorian
DR-4394-SC Hurricane Florence
DR-4412-NC Tropical Storm Michael
DR-4332-TX Hurricane Harvey
DR-4385-CT Severe Storms
DR-4386-IA Severe Storms and Flooding
DR-4404-MP Super Typhoon Yutu
DR-4317-MO Severe Storms and Flooding
DR-4338-GA Hurricane Irma
DR-4329-NH Severe Storms and Flooding
DR-4330-VT Severe Storms and Flooding
DR-4346-SC Hurricane Irma
DR-4337-FL Hurricane Irma
DR-4343-WI Severe Storms and Flooding
DR-4344-CA Wildfires
DR-4350-MS Hurricane Nate
DR-4347-KS Severe Storms and Flooding
DR-4353-CA Wildfires
DR-4357-AS Tropical Storm Gita
DR-4355-NH Severe Storms and Flooding
DR-4354-ME Severe Storms and Flooding
DR-4365-HI Severe Storms and Flooding
DR-4360-OH Severe Storms and Flooding
DR-4361-KY Severe Storms and Flooding
DR-4363-IN Severe Storms and Flooding
DR-4362-AL Severe Storms and Flooding
DR-4358-KY Severe Storms and Flooding
DR-4375-NE Severe Winter Storm
DR-4380-VT Severe Storms and Flooding
DR-4395-HI Hurricane Lane

While working with SCG, Mr. Loughridge has served as a senior level manager responsible for overseeing the firm's government services contracts for program and grant management. He lobbied the Louisiana delegation and engaged with FEMA and the FDA on behalf of clients to secure more than \$125 million in funding for infrastructure improvement projects. He's worked with SCG leadership to successfully recruit new clients and expand business development as well as overseeing budgets and cost controls, project implementation, and company staffing issues.

Mr. Loughridge is a seasoned and dynamic management professional with more than 22 years of background in disaster recovery, political affairs and business development. He is an experienced FEMA Public Assistance grant writer both as a FEMA subcontractor and as an applicant representative. He is proficient in FEMA Grants Manager, preparing client materials, marketing documents, and work product for external meetings, public events, and hearings. Mr. Loughridge excels in managing numerous priorities and crisis situations.

PROJECT SELECTION

**GRANT MANAGER | DISASTER RECOVERY PROGRAM
HARRIS COUNTY FLOOD CONTROL DISTRICT**
Houston, TX

**PROGRAM MANAGER | CITY OF COVINGTON: DEBRIS REMOVAL
MONITORING (MARCH FLOOD 2016)**
Covington, LA

**PROGRAM MANAGER | HURRICANE KATRINA RECOVERY PROGRAM
CITY OF SLIDELL**
Slidell, LA

**PROGRAM MANAGER | DISASTER RECOVERY PROGRAM
LAKEFRONT MANAGEMENT AUTHORITY**
New Orleans, LA

**GRANT MANAGER | LAFON NURSING FACILITY OF THE HOLY
FAMILY HURRICANE KATRINA DAMAGES**
New Orleans, LA

Mr. Loughridge obtained the following experience while working for other firms.

COSTING SPECIALIST – CRC CENTRAL FEMA Public Assistance - TAC IV

- Accomplished Public Assistance grant writer with in-depth knowledge of public assistance policy across all categories of work and experience with specialization in drafting CAT C roads and CAT D drainage projects and the nuances of the eligible scope application.
- Drafted FEMA Public Assistance Projects in new Project delivery model serving both in the capacity of a costing specialist writing Standard Lane and as a validation specialist writing completed lane projects for CAT A-G projects. Drafted 160+ version 0 projects valued for \$500+ million in 28 months on task order.
- Working understanding of the FEMA's new project delivery model and Grants Manager relational database.

FIRM CAPACITY AND PERFORMANCE

One of SCG's guiding principles is to provide superior customer service and achieve maximum client satisfaction. SCG understands the importance of each individual job and takes pride in ensuring sufficient resources to make each assignment a success. SCG guarantees the necessary resources, understanding and capability to successfully provide the services requested in this RFP. Leveraging our personnel experience and our elite team of recovery experts into a cohesive plan of action is where the SCG team brings the highest benefit to any client.

Every client and program is unique, and we pride ourselves on our ability to scale and customize our responses to fit the needs of each recovery effort or grant pursuit. One of the many benefits of our team is that it is quickly and easily scalable with the ability to leverage additional staff support from key team members, if required. For example, after Hurricane Harvey, SCG mobilized over 45 team members for damage assessments and debris removal monitoring within days of Harvey landfall. When the tasks were complete, our team was able to seamlessly scale back to only the staff required for managing the grant applications and then scale back up when it was time for managing the design.

Another unique capability of our team is the ability to meet accelerated timetables, when requested by our clients or when required by grant funding programs. For example, when preparing the applications for the Harris County Flood Control District's pursuit of CDBG-MIT funding, there was very little time to research the brand-new funding program, complete applications, and navigate the County's internal review procedures. Our team knows that federal funding assistance is essential to a complete recovery effort so missing grant deadlines is not an option. By reallocating internal resources and by leveraging key team members, SCG was able to successfully complete over \$700M of applications within the demanding time constraints.

SCG highly values our commitment to our clients, including Jefferson Parish. Currently SCG is actively working with a few other clients' disaster recovery and grant funding programs, but our team has sufficient capacity and capability to service those programs while fully meeting the needs of Jefferson Parish.

INNOVATIVE CONCEPTS

REFERENCES

Alan Black, Deputy Director Engineering & Construction
Harris County Flood Control District
P: 346-286-4000
E: alan.black@hcfcd.hctx.net

Mike Noto, Deputy Chief Administrative Officer
City of Slidell
P: 985-646-4333
E: mnoto@cityofslidell.org

Louis Capo, Executive Director
Lakefront Management Authority
P: 504-355-5990
E: director@nolalakefront.com

Alfred "Bud" Gessel, Director/General Manager Parks
Timberlane Utility District
P: 832-265-0226
E: budgessel@outlook.com

Andrea Cosse, Chief Financial Officer
St. Tammany Parish Sheriff's Office
P: 985-726-8000
E: AndreaCosse@stpso.com

Khalid Saleh, JIRR Program Administrator
City of New Orleans Department of Public Works
P: 504-658-8000
E: khsaleh@nola.gov

PROJECT SCHEDULE

Task Name	Start Date	End Date	Duration	Notes
JP provides notification of potential need to activate services for disaster	05/23/23	05/23/23	0	In ideal cases this occurs several days before disaster, but depending on event there may be little advanced warning
SCG/JP Management Level Meeting	05/23/23	05/23/23	1d	Within 24 hours of notice from JP, SCG senior staff will be available, as needed, for meetings and planning
Disaster Occurs	06/01/23	06/02/23	2d	
Damage Assessments	06/03/23	08/01/23	60d	Within 24 hours of the disaster, SCG teams will be available to assist with initial damage assessments.
Initial Discussions with GOHSEP staff	06/06/23	06/19/23	14d	Work with JP staff to convey initial damage estimates to GOHSEP
FEMA Disaster Declaration	06/20/23	06/20/23	1d	Exact schedule TBD by FEMA
Conduct Exploratory Call with FEMA	06/21/23	07/04/23	14d	Within 2 weeks of declaration
Compile Damage Inventory	06/03/23	08/01/23	60d	Prepare draft Damage Inventory within 60 days of event
Recovery Scoping Meeting with FEMA	07/26/23	07/26/23	1d	Schedule RSM strategically based on status of Damage Inventory
Finalize Damage Inventory	07/27/23	09/24/23	60d	Must finalize DI within 60 days of RSM
Target Date for Formulation of First FEMA Projects	07/27/23	08/25/23	30d	
Target Date for Obligation of First FEMA PW	08/26/23	10/24/23	60d	

FINANCIAL PROFILE

Balance Sheet

Stuart Consulting Group, Inc.

Basis: Cash

Print accounts with activity

Wednesday, October 5, 2022

Page 1 of 2

Date Range from: 1/1/2021 to 12/31/2021

Assets

Current Asset

Cash	1,072,236.75	
Receivables	29,538.40	
Other Current Assets	<u>231,602.40</u>	
Total Current Asset		1,333,377.55

Non-Current Asset

Vehicles, Furnishing & Equipment	500,486.31	
Accumulated Depreciation & Amortization	<u>-500,486.31</u>	
Total Non-Current Asset		<u>.00</u>
Total Assets		<u><u>\$ 1,333,377.55</u></u>

Balance Sheet

Stuart Consulting Group, Inc.

Basis: Cash

Print accounts with activity

Wednesday, October 5, 2022

Page 2 of 2

Date Range from: 1/1/2021 to 12/31/2021

Liabilities and Equity

Current Liability

Payroll Payables

-1,081.12

Total Current Liability

-1,081.12

Equity

Capital

285,100.00

Total Equity

285,100.00

Retained Earnings

Retained Earnings

436,822.45

Net Income

612,536.22

Total Retained Earnings

1,049,358.67

Total Liabilities and Equity

\$ 1,333,377.55

Profit and Loss Statement

Stuart Consulting Group, Inc.

Basis: Cash

Print accounts with activity

Wednesday, October 5, 2022

Page 1

Date Range from: 1/1/2021 to 12/31/2021

	<u>YTD Balance</u>
Income	
Professional Services Revenues	8,385,970.34
Total Income	8,385,970.34
Cost Of Sales	
Billable Cost	
Billable Cost of Services	3,071,535.61
Billable Direct Labor	1,544,023.72
Total Billable Cost	4,615,559.33
Nonbillable Cost	
Nonbillable Direct Labor	36,809.42
Nonbillable Cost of Services	52,488.59
Business Development Cost of Services	5,822.12
Business Development Labor	217,385.13
Total Nonbillable Cost	312,505.26
Total Cost Of Sales	4,928,064.59
Gross Margin	3,457,905.75
Expenses	
Indirect Labor Cost	1,930,407.53
Other Employee Benefit & Payroll Expenses	629,383.81
Other Benefits	36,133.38
Other Employment Expenses	2,860.65
Rent and Utilities	287,569.72
Office Expenses	220,330.67
Professional Services	21,956.44
Vehicles & Travel	32,904.97
Business Insurance	197,802.70
Marketing & Business Development	8,957.76
Contributions	32,213.25
Interest, Taxes & Fines	66,060.20
Depreciation Expense	5,460.02
Total Expenses	3,472,041.10
Net Operating Income	-14,135.35
Other Income	
Other Income/Expense	626,671.57
Total Other Income	626,671.57
Net Income (Loss)	612,536.22

Balance Sheet

Stuart Consulting Group, Inc.

Basis: Cash

Print accounts with activity

Wednesday, October 5, 2022

Page 1 of 2

Date Range from: 1/1/2020 to 12/31/2020

Assets

Current Asset

Cash	1,078,285.73	
Receivables	35,316.90	
Other Current Assets	<u>231,602.40</u>	
Total Current Asset		1,345,205.03

Non-Current Asset

Vehicles, Furnishing & Equipment	515,554.76	
Accumulated Depreciation & Amortization	<u>-513,447.29</u>	
Total Non-Current Asset		<u>2,107.47</u>
Total Assets		<u><u>\$ 1,347,312.50</u></u>

Balance Sheet

Stuart Consulting Group, Inc.

Basis: Cash

Print accounts with activity

Wednesday, October 5, 2022

Page 2 of 2

Date Range from: 1/1/2020 to 12/31/2020

Liabilities and Equity

Current Liability

Payroll Payables

-309.95

Total Current Liability

-309.95

Non-Current Liability

Noncurrent Liabilities

625,700.00

Total Non-Current Liability

625,700.00

Equity

Capital

285,100.00

Total Equity

285,100.00

Retained Earnings

Retained Earnings

382,230.26

Net Income

54,592.19

Total Retained Earnings

436,822.45

Total Liabilities and Equity

\$ 1,347,312.50

Profit and Loss Statement

Stuart Consulting Group, Inc.

Basis: Cash

Print accounts with activity

Wednesday, October 5, 2022

Page 1

Date Range from: 1/1/2020 to 12/31/2020

	<u>YTD Balance</u>
Income	
Professional Services Revenues	18,189,826.59
Total Income	18,189,826.59
Cost Of Sales	
Billable Cost	
Billable Cost of Services	12,592,019.43
Billable Direct Labor	1,981,298.15
Total Billable Cost	14,573,317.58
Nonbillable Cost	
Nonbillable Direct Labor	29,740.34
Nonbillable Cost of Services	63,224.00
Business Development Cost of Services	4,770.26
Business Development Labor	211,674.80
Total Nonbillable Cost	309,409.40
Total Cost Of Sales	14,882,726.98
Gross Margin	3,307,099.61
Expenses	
Indirect Labor Cost	1,741,531.45
Other Employee Benefit & Payroll Expenses	673,754.05
Other Benefits	33,714.01
Other Employment Expenses	20,472.14
Rent and Utilities	229,070.04
Office Expenses	107,267.48
Professional Services	136,456.22
Vehicles & Travel	37,977.32
Business Insurance	116,434.14
Marketing & Business Development	24,098.91
Contributions	22,172.50
Interest, Taxes & Fines	-26,003.61
Depreciation Expense	53,502.19
Total Expenses	3,170,446.84
Net Operating Income	136,652.77
Other Income	
Other Income/Expense	-82,060.58
Total Other Income	-82,060.58
Net Income (Loss)	54,592.19

Balance Sheet

Stuart Consulting Group, Inc.

Basis: Cash

Print accounts with activity

Wednesday, October 5, 2022

Date Range from: 1/1/2019 to 12/31/2019

Page 1 of 2

Assets

Current Asset

Cash	140,104.61	
Receivables	2,072.46	
Other Current Assets	<u>231,602.40</u>	
Total Current Asset		373,779.47

Non-Current Asset

Vehicles, Furnishing & Equipment	468,323.65	
Accumulated Depreciation & Amortization	<u>-459,945.10</u>	
Total Non-Current Asset		<u>8,378.55</u>
Total Assets		<u><u>\$ 382,158.02</u></u>

Balance Sheet

Stuart Consulting Group, Inc.

Basis: Cash

Print accounts with activity

Wednesday, October 5, 2022

Page 2 of 2

Date Range from: 1/1/2019 to 12/31/2019

Liabilities and Equity

Current Liability

Payroll Payables

-172.24

Total Current Liability

-172.24

Equity

Capital

100.00

Total Equity

100.00

Retained Earnings

Retained Earnings

642,279.46

Net Income

-260,049.20

Total Retained Earnings

382,230.26

Total Liabilities and Equity

\$ 382,158.02

Profit and Loss Statement

Stuart Consulting Group, Inc.

Basis: Cash

Print accounts with activity

Wednesday, October 5, 2022

Page 1

Date Range from: 1/1/2019 to 12/31/2019

	<u>YTD Balance</u>
Income	
Professional Services Revenues	14,036,182.29
Total Income	14,036,182.29
Cost Of Sales	
Billable Cost	
Billable Cost of Services	9,109,885.06
Billable Direct Labor	1,774,564.24
Total Billable Cost	10,884,449.30
Nonbillable Cost	
Nonbillable Direct Labor	92,280.89
Nonbillable Cost of Services	98,939.89
Business Development Cost of Services	1,896.92
Business Development Labor	215,566.12
Total Nonbillable Cost	408,683.82
Total Cost Of Sales	11,293,133.12
Gross Margin	2,743,049.17
Expenses	
Indirect Labor Cost	1,290,826.91
Other Employee Benefit & Payroll Expenses	655,322.34
Other Benefits	41,196.65
Other Employment Expenses	36,778.36
Rent and Utilities	215,866.65
Office Expenses	160,525.34
Professional Services	102,117.65
Vehicles & Travel	128,130.27
Business Insurance	83,139.12
Marketing & Business Development	41,873.32
Contributions	49,936.58
Interest, Taxes & Fines	174,950.27
Depreciation Expense	22,434.91
Total Expenses	3,003,098.37
Net Operating Income	-260,049.20
Net Income (Loss)	-260,049.20



**GULF COAST BANK
& Trust Company**

The Bank That Cares About You!

October 5, 2022

Stuart Consulting Group, Inc.
C/O Tommy Martin
1018 Central Avenue, STE 200
Metairie, LA 70001

RE: Stuart Consulting Group Banking Relationship

To Whom It May Concern:

Stuart Consulting Group, Inc. has been a customer of Gulf Coast Bank since January of 2011. They maintain several checking accounts with Gulf Coast Bank with a current balance of roughly \$447,000 and YE 2021 Average Deposit Balance of roughly \$1,900,000.

They also maintain a revolving line of credit secured by business assets in the amount of \$500,000 also established in 2011 which has always performed as agreed with 0- late pays since inception. As of October 5, 2022, the balance on the line is \$0 leaving the full \$500,000 available to draw against at will. The loan is up for renewal in February of 2023 which I expect will occur without issue as has been the case for the last 11 years.

Stuart Consulting is a high value/ full relationship customer of Gulf Coast Bank & Trust Company and has always performed as agreed on their obligations. Should additional information be required please don't hesitate to call me at the number listed below.

Sincerely,

Michael Carter
VP/ Market Manager



ATTACHMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2022

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 have **ADDITIONAL INSURED** provisions or 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 Alexander & Sanders, A Division of BXS Insurance 4041 Essen Lane, Suite 400 Baton Rouge LA 70809	CONTACT NAME: Debbie Rachal PHONE (A/C, No, Ext): 225-336-3200 E-MAIL ADDRESS: asinfo@bxsi.com FAX (A/C, No): 225-336-4536
INSURED Stuart Consulting Group, Inc. 1018 Central Avenue, Suite 200 Metairie LA 70001	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: Continental Casualty Company INSURER C: XL Specialty Insurance Company INSURER D: INSURER E: INSURER F:

License#: PC-1092395
STUACON-06**COVERAGES****CERTIFICATE NUMBER:** 1483428259**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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			4012163522	7/23/2022	7/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6025372534	7/23/2022	7/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4012169918	7/23/2022	7/23/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6025051643	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY CLAIMS MADE FORM			DPR9996732	7/23/2022	7/23/2023	PER CLAIM \$2,000,000 AGGREGATE \$4,000,000

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

*Certificate Holder includes The Parish of Jefferson, its Districts, Departments, & Agencies under the direction of the Parish President and Parish Council Certificate Holder is included as Additional Insured along with waiver of subrogation on General and Automobile Liability as required by written contract. Waiver of subrogation included on Workers Compensation policy as required by written contract. THIS CERTIFICATE SUPERCEDES AND REPLACES ALL PREVIOUSLY ISSUED CERTIFICATES.

CERTIFICATE HOLDER**CANCELLATION**Jefferson Parish*
200 Derbigny Street
Suite 4400
Gretna LA 70053

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

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

ATTACHMENT “C”

FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

REMEDIES

(For all awarded contracts with a value greater than Simplified Acquisition Threshold as defined in 2CFR200 (\$250,000.00))

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Any violation or breach of terms of this contract of the Contractor or the Contractor's subcontractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Jefferson Parish General Terms and Conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

Jefferson Parish reserves the right to terminate this contract for cause or convenience pursuant to the General Terms and Conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of “federally assisted construction contract” provided in 41 CFR Part 60)

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.

ATTACHMENT "C"

- (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

ATTACHMENT "C"

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 a 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 debarred 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.

DAVIS-BACON ACT

(The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program for all awarded construction contracts with a value greater than \$2,000.00. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**)

Revised: 3/5/2021

ATTACHMENT "C"

The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.*

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

ATTACHMENT "C"

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

ATTACHMENT "C"

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and

ATTACHMENT "C"

completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

ATTACHMENT "C"

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be

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permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting 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 (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor 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

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to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

COPELAND “ANTI-KICKBACK” ACT

(For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,²⁶ NFEs must include a provision in contracts and subcontracts for compliance with the Copeland “Anti-Kickback” Act.²⁷ This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.²⁸ In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant

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and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.)

Compliance with the Copeland "Anti-Kickback" Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.³⁶ These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.)

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting 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 40 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 40 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 (b)(1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor 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 (b)(1) of this paragraph, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The federal agency and/or Jefferson Parish 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

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work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households -Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 *et seq.*).

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of *contract* performance.

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(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States

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after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention—

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal agency* except when transferred to the successor of that party of the *contractor's* business to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show

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cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

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The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization

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which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary may review the *contractor's* licensing program and decisions regarding small business applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Council Chair
Jefferson Parish Council
200 Derbigny Street, Suite 6200
Gretna, Louisiana 70053

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than \$150,000.00)

(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. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to Jefferson Parish and understands and agrees that the Jefferson Parish will, in turn, report each violation as required to assure notification to the

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recipient, Federal Emergency Management Agency, 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.

DEBARMENT AND SUSPENSION

(Contractor must complete certification and submit with bid submission. Failure to do so will result in bid rejection.)

The Contractor represents and warrants that it and its subcontractors are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 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).

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

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. Part 180, subpart C and 2 C.F.R. Part 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.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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-LOBBYING AMENDMENT

(Contractor must complete certification and submit with bid submission. Failure to do so will result in bid rejection.)

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

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any

ATTACHMENT "C"

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(for all purchase price of items exceeding \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00)

(1) 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.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

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

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(for all FEMA declarations and awards)

Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

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(b) Prohibitions.

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and

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ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

DOMESTIC PREFERENCES FOR PROCUREMENTS

(for all FEMA declarations and awards)

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or

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materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ACCESS TO RECORDS

The following access to records requirements applies to this contract:

- (1) The contractor agrees to provide Jefferson Parish, the recipient, 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 the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval. The contractor shall include this provision in any subcontracts.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

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

Revised: 3/5/2021

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PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT

License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the Jefferson Parish, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Jefferson Parish or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Jefferson Parish data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Jefferson Parish.

CONFLICT OF INTEREST

Jefferson Parish adheres to the Louisiana Code of Governmental Ethics, contained in Louisiana Revised Statutes Annotated, R.S. 42:1101, et seq. Vendor/Proposer by this submission warrants that there are no “conflicts of interest” related to this procurement that would violate applicable Louisiana Law. Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

BUY AMERICAN PROVISION

Pursuant to 2CFR200, performance of the Buy American Provision, for all Federal Grants not only for the agricultural commodities:

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Definition of domestic commodity or product: the term ‘domestic commodity or product’ means -

- * An agricultural commodity that is produced in the [United States](#); and
- * A food product that is processed in the [United States](#) substantially using agricultural commodities that are produced in the [United States](#).
- * Any commodity required by the Federal Grant to be domestically manufactured; parts or equipment to be manufactured in the United States.

The [Department](#) shall require that a [school food authority](#) purchase, to the maximum extent practicable, domestic commodities or products.

1. The SFA and vendor shall comply with the **Buy American Provision** for all solicitations and contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products. This requirement pertains to component items. It does not include spices, sauces, etc.

The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d). Section 12(n) of the National School Lunch Act defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of day 14 days in advance of delivery. The request must include the:

- A. Alternative substitute (s) that are domestic and meet the required specifications:
1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or

ATTACHMENT “C”

2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

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Anti-Lobbying Form

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Thomas J. Martin, Jr., hereby certify on
(name and title of bidder's official)

behalf of Stuart Consulting Group, Inc that:
(name of bidder)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying, " in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this 13 day of October, 2022.

By 
(signature of authorized official)

President
(title of authorized official)

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Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Thomas J. Martin, Jr., PE

(Name and Title of bidder's official)

Stuart Consulting Group, Inc.

(Name of bidder/company)

1018 Central Avenue, Suite 200

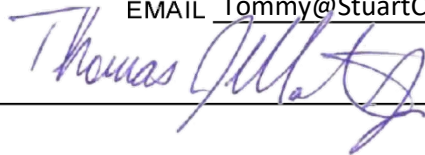
(Address)

Metairie, LA 70001

(Address)

PHONE 504.888.5733 FAX 504.962.0931

EMAIL Tommy@StuartConsultingGroup.com



Signature 10/13/2022 Date

Request for Proposals #0447

Grant Consulting Services in Connection with the American Rescue Plan Act of 2021 and Other Local, State, Federal and Private Opportunities

SIGNATURE PAGE

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified proposers who are interested in providing Grant Consulting Services in Connection with the American Rescue Plan Act of 2021 and other Local, State, Federal and Private Opportunities for the Jefferson Parish Public Safety Grants and Administration Department.

Request for Proposals will be received until 3:30 p.m. Local Time on: October 14, 2022.

Acknowledge Receipt of Addenda: Number: 1
Number: 2
Number: _____
Number: _____
Number: _____
Number: _____

Name of Proposer: Stuart Consulting Group, Inc.

Address: 1018 Central Avenue, Suite 200
Metairie, LA 70001

Phone Number: 504.888.5733 Fax Number 504.962.0931

Type Name of Person Authorized to Sign: Thomas J. Martin, Jr.

Title of Person Authorized to Sign: President

Signature of Person Authorized to Sign: 

Email Address of Person Authorized to Sign: Tommy@StuartConsultingGroup.com

Date: 10/13/2022

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.

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.**
- **RFP Affidavit must be submitted in its original format prior to approval in accordance with Sec. 2-895(b) of the Jefferson Parish Code of Ordinances.**

Instruction sheet may be omitted when submitting the affidavit.

AFFIDAVIT

PARISH/COUNTY OF Jefferson

Affiant further said:

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

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

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.

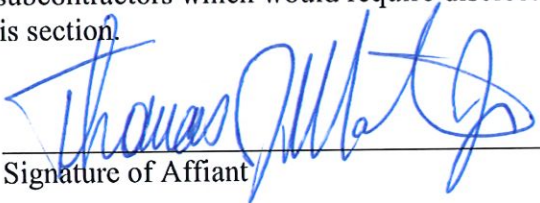
Affiant further said:

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

Thomas J. Martin, Jr., PE
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 12th DAY OF October, 2022


Notary Public

Sheree L Kerner
Printed Name of Notary

144791
Notary/Bar Roll Number

My commission expires with life

Sheree L. Kerner
Notary Public
State of Louisiana, Parish of Jefferson
Notary #144791
My Commission Expires with Life



Political Contributions

Payment Date	Politician	Political Jurisdiction/Race	Amount Paid
Totals:			43,800.00
4/22/2017	Jack Rizzuto Campaign Fund	Jefferson Parish - Constable - 5th District Court	500.00
4/25/2017	Mark Spears Campaign Fund	Jefferson Parish Councilman - District 3	500.00
5/1/2017	Committee to Elect Ricky Templet	Jefferson Parish Councilman, Distrct 1	500.00
6/19/2017	Paul Johnston Campaign Fund	Jefferson Parish Council at Large	1,000.00
6/29/2017	Sandy Denapolis-Bosarge Campaign Fund	Jefferson Parish - School Board District 9	250.00
8/3/2017	Committee to Elect Mark Spears	Jefferson Parish - Councilman District 3	1,000.00
8/31/2017	Danny Martiny Campaign Committee	Jefferson Parish Council - District 4	2,000.00
9/13/2017	Committee to Elect Joseph Lopinto Sheriff	Jefferson Parish - Sheriff	1,000.00
10/19/2017	Tiffany Kuhn Campaign Fund	Jefferson Parish - School Board District 3	300.00
1/18/2018	Committee to Elect Joseph Lopinto Sheriff	Jefferson Parish - Sheriff	500.00
3/15/2018	Paul Johnston Campaign Fund	Jefferson Parish Council at Large	1,000.00
5/15/2018	Committee to Elect Ricky Templet	Jefferson Parish Councilman, Distrct 1	1,000.00
5/24/2018	Committee to Elect Cynthia Lee-Sheng	Jefferson Parish President	1,000.00
5/31/2018	Committee to Elect Joseph Lopinto Sheriff	Jefferson Parish - Sheriff	500.00
8/1/2018	Mark Spears Campaign Fund	Jefferson Parish Councilman - District 3	1,000.00
10/30/2018	Committee to Elect Ricky Templet	Jefferson Parish Councilman, Distrct 1	1,500.00
11/28/2018	Thomas Capella Campaign Fund	Jefferson Parish - Assessor	1,000.00
12/4/2018	The Committee to Elect Cynthia Lee Sheng	Jefferson Parish President	1,000.00
1/31/2019	Keith Conley Campaign Fund	Jefferson Parish - Council	1,000.00
3/21/2019	Committee to Elect Byron Lee	Jefferson Parish - Council District 3	1,000.00
4/15/2019	Deano Bonano Campaign Fund	Jefferson Parish Council District 2	1,000.00
4/15/2019	Committee to Elect Ricky Templet	Jefferson Parish Councilman, Distrct 1	1,000.00
4/18/2019	Committee to Elect Cynthia Lee-Sheng	Jefferson Parish President	1,000.00
4/18/2019	Campaign for Dominick Impastato	Jefferson Parish - Council District 4	500.00
5/2/2019	Deano Bonano Campaign Fund	Jefferson Parish Council District 2	1,000.00
5/2/2019	Committee to Elect Byron Lee	Jefferson Parish - Council District 3	1,500.00
6/27/2019	Committee to Elect Cynthia Lee-Sheng	Jefferson Parish President	1,000.00
7/3/2019	Marion Edwards Campaign Fund	Jefferson Parish Council - District 1	1,000.00
8/26/2019	Committee to Elect Joseph Lopinto Sheriff	Jefferson Parish - Sheriff	1,000.00
9/5/2019	Campaign for Dominick Impastato	Jefferson Parish - Council District 4	1,000.00
9/25/2019	Scott Walker Campaign	Jefferson Parish - Council At-Large	500.00
10/17/2019	Deano Bonano Campaign Fund	Jefferson Parish Council District 2 - Run Off	2,500.00
10/31/2019	Scott Walker Campaign	Jefferson Parish - Council At-Large Elect	1,000.00
12/12/2019	Committee to Elect Byron Lee	Jefferson Parish - Council District 3	2,500.00
2/12/2020	Tiffany Kuhn Campaign Fund	Jefferson Parish - School Board President	500.00
3/10/2020	Committee to Elect Marion Edwards	Jefferson Parish Council - District 1	1,000.00
11/19/2020	Scott Walker Campaign	Jefferson Parish - Council At-Large Elect	1,000.00
12/3/2020	Committee to Elect Sharlayne Jackson-Prevost	Jefferson Parish - Second Parish Court Div A	500.00
6/3/2021	The Campaign Fund for Dominick Impastato	Jefferson Parish Councilman	1,000.00
6/15/2021	Jason Ural Campaign	Jefferson Parish Constable	250.00
7/15/2021	Committee to Elect Ricky Templet	Jefferson Parish Council At Large	1,000.00
2/24/2022	Scott Walker Campaign	Jefferson Parish - Council At-Large Elect	1,500.00
3/16/2022	Scott Walker Campaign	Jefferson Parish - Council At-Large	1,000.00

Payment Date	Politician	Political Jurisdiction/Race	Amount Paid
4/14/2022	Deano Bonano Campaign Fund	Jefferson Parish Council District 2	500.00
9/29/2022	Committee to Elect Cynthia Lee-Sheng	Jefferson Parish President	1,500.00

