



NEW ORLEANS REDEVELOPMENT AUTHORITY (NORA)
REQUEST FOR PROPOSALS
SMALL BUSINESS MARKETING ASSISTANCE PROGRAM
SMALL BUSINESS MARKETING CONSULTING SERVICES

ISSUED: TUESDAY, JUNE 3, 2025
DUE: MONDAY, JULY 7, 2025

The New Orleans Redevelopment Authority (NORA) is requesting proposals from experienced small business marketing experts to provide marketing consulting services to eligible applicants in the NORA Small Business Marketing Assistance Program. Respondents are expected to serve as prime contractors for the requested services and must identify any and all individuals and firms to be engaged to accomplish the Scope of Services. Respondents, whether individuals, firms, or teams, are expected to provide specific expertise in the following disciplines: social media management and content creation, marketing strategy development, target audience identification, website and digital platform audit and any other proposed areas that would benefit marketing services for small businesses. Respondents may also serve NORA directly in the evaluation of Small Business Marketing Assistance Program applications.

Successful respondents agree that this solicitation and any work assignment emanating from this solicitation are confidential matters and agree not to disclose the same except to NORA, those to whom NORA directs disclosure, government offices as required for permitting, or a court of law.

During the period between issuance of this RFP and the proposal due date, no oral interpretation of the RFP's requirements will be given to any prospective offeror. All questions and requests for interpretation must be submitted in writing to Audrey Plessy, Procurement Manager, by email to Audrey.Plessy@nola.gov will reasonably attempt to answer questions submitted in advance. All questions and answers will be provided in the form of an addendum.

NORA will not accept responses submitted by fax. All responses **must be received** by NORA on or before the Submission Deadline. NORA will not consider responses delivered after the deadline. All proposals must be uploaded to the assigned shared folder no later than **Monday, July 7, 2025, at 2:00 p.m. (CDT)**.

Important Note: Please submit all inquiries by email to Audrey Plessy at Audrey.Plessy@nola.gov. The deadline for receipt of questions is Friday, June 27, 2025, at 2:00 p.m. (CDT).

Brenda M. Breaux
Executive Director



SUBMISSION REQUIREMENTS / METHOD: Respondents must submit their entire proposal electronically via a shared folder in Microsoft OneDrive, a cloud-based program. NORA will not accept hard copy submissions at this time.

To gain access to a shared folder, applicants must first e-mail Audrey Plessy directly at Audrey.Plessy@nola.gov to request a link to your shared personal online folder.

- Your request must be sent via email at the address indicated and submitted at least 24 hours prior to the submission deadline.
- In the body of the email, include the name of the respondent (Individual or Organization and Primary Contact) and the corresponding email address to share the link.
- The electronic folder will only be shared between the email provided and NORA; no other respondents will be allowed to see other proposals or related materials.
- In response to your request, you will receive a link to the shared folder and instructions on how to upload your proposal and how to organize it for easy viewing by the scoring committee.
- Once the proposal is completed, along with all required attachments and supporting documentation, upload the entire proposal packet to the shared drive via the link that was provided.

Responses must clearly demonstrate the respondent's qualifications to perform the required services and address all relevant factors in a professional relationship. Submissions should include detailed resumes or curricula vitae for the firm(s), principal(s), and individuals performing the services.

1. **Scope of Services:** Describes the requested services, **Attachment A – Scope of Services.**
2. **Submission Information:** Responses must be submitted in accordance with **Attachment B – Submission Information.**
3. **Evaluation and Selection:** NORA will select the successful respondents according to the procedures described in **Attachment C – Evaluation and Selection.**
4. **Insurance Requirements:** Respondents shall provide evidence of insurance coverage and minimum required limits by completing and submitting **Attachment D - Certificate of Insurance Coverage Form.**
5. **Ownership of Documents & Proprietary Information:** All responses and all documentation submitted therewith are NORA property for all purposes. Only information which is legitimate, such as trade secrets or non-published financial data, may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked as **CONFIDENTIAL** in the proposal and will be handled in accordance with the Louisiana Public Record Law, La. R.S. 44: 1, et seq., and all applicable rules and regulations. Any proposal marked as confidential in its entirety may be rejected without further consideration or recourse. Documentation must be included to justify such exemption. NORA will not credit any blanket exemption claims lacking specific justification. NORA does not guarantee the confidentiality of submissions.
6. **Conflict of Interest Disclosure:** Respondents shall disclose any direct or indirect, current, or future, conflicts of interest between themselves and NORA and their respective employees by completing and submitting **Attachment E - Conflict-of-Interest Disclosure Affidavit.**

7. **Opportunities in Employment and Contracting Requirements for Disadvantaged Businesses:** NORA seeks to extend subcontracting opportunities to registered Disadvantaged Business Enterprises (DBEs) to promote their economic growth. A DBE contract goal of **35 percent** has been established for this contract. Respondents shall agree to comply with NORA's board-approved DBE Policy and to meet the contract goal for DBE participation in the performance of any resulting contract by completing and submitting **Attachment F - DBE Participation Form**.
8. **Acknowledgement of Addenda:** Respondents must provide written acknowledgement of addenda with their submission by completing and submitting **Attachment G – Acknowledgement of Addenda (if necessary)**.
9. **Contracting:** NORA reserves the right to select multiple contractors to perform any and/or all services requested herein. If NORA identifies a likely service provider(s), it may negotiate a final agreement with the provider(s) and fix the relationship by Professional Services contract. This contract will stipulate the terms and conditions of the services to be provided and will contain the standard NORA provisions shown in **Attachment H - Required Contract Provisions**.

The contact term shall be for one year, with the option to renew in one year increments up to a total of five years. The RFP and response of the selected respondent(s) shall become part of any contract initiated by NORA.
10. **Ownership of Documents & Proprietary Information:** All responses and all documentation submitted therewith are NORA property for all purposes. Only information which is legitimate, such as trade secrets or non-published financial data, may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked as **CONFIDENTIAL** in the proposal and will be handled in accordance with the Louisiana Public Record Law, La. R.S. 44: 1, *et seq.*, and all applicable rules and regulations. Any proposal marked as confidential in its entirety may be rejected without further consideration or recourse. Documentation must be included to justify such exemption. NORA will not credit any blanket exemption claims lacking specific justification. NORA does not guarantee the confidentiality of submissions.
11. **Effect:** This Request for Proposals and any related discussions or evaluations by anyone create no rights or obligations whatsoever. NORA may cancel or modify this solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, the Professional Services Contract executed by NORA and the selected respondents, if any, is the exclusive statement of rights and obligations extending from this solicitation.
12. **Additional Requirements:** NORA reserves the right to amend the instructions, requirements, general and special conditions, scope of services, and specifications of this RFP. In the event it becomes necessary to revise any part of the RFP, addenda will be posted on NORA's website at redevelop.nola.gov and may be provided to all potential respondents who receive the RFP. Continue to check NORA's website for any modifications to the RFP.



13. **Public Access to Information/Confidentiality:** All information submitted in response to a solicitation issued by the New Orleans Redevelopment Authority shall remain confidential until after final approval and award is made.

Furthermore, NORA shall not disclose information submitted to NORA in confidence in response to a solicitation, and not otherwise required by law to be submitted, where such information should reasonably be considered confidential.

14. **Respondent Costs:** NORA shall not be liable for any costs incurred by respondents prior to engaging in a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the respondent in responding to this RFP are entirely the responsibility of the respondent and shall not be reimbursed in any manner by NORA.

15. **Errors and Omissions in Proposal:** NORA shall not be liable for any errors in responses. NORA at its option, has the right to request clarification or additional information from the respondents.

16. **Licensure:** Where applicable, respondents must maintain licenses and permits to perform the contracted work in the State of Louisiana and City of New Orleans.

17. **Compliance with All Applicable Laws:** Any work completed pursuant to a response to this RFP shall be governed by and construed in accordance with the laws and jurisprudence of the State of Louisiana. At the time of respondent's submission of its RFP response and at all times during the performance of any work pursuant to this RFP, the respondent shall be in compliance with all applicable laws of the State of Louisiana, the United States and local ordinances, including licensure requirements.

18. **Contractual Obligations:** At any time, should the proposed services require the use of products or services of another company, such services shall be disclosed, and NORA will hold the selected respondent(s) responsible for the proposed services.

19. **Contractor Status:** The successful contractor(s) is independent and is not an employee of NORA.

20. **Advertising:** In submitting a proposal, the successful contractor(s) agrees not to use the results from it as a part of any commercial advertising. NORA does not allow contractors to advertise or promote our contractual relationship unless requested or authorized by NORA.

21. **Media Relations:** The successful contractor shall not make public comments on behalf of NORA without the express written approval from NORA's Executive Director.

END OF SECTION



NEW ORLEANS REDEVELOPMENT AUTHORITY (NORA)
REQUEST FOR PROPOSALS
SMALL BUSINESS MARKETING ASSISTANCE PROGRAM
SMALL BUSINESS MARKETING CONSULTING SERVICES

ISSUED: TUESDAY, JUNE 3, 2025
DUE: MONDAY, JULY 7, 2025

ATTACHMENT A

SCOPE OF SERVICES

The **Small Business Marketing Assistance Program** is a newly created program within the New Orleans Redevelopment Authority's (NORA) Enhance Corridors portfolio of programs which focus on supporting small business development along designated Low- and Moderate-Income (LMI) areas across the City.

The goal of the **Small Business Marketing Assistance Program** is to provide grants up to \$30,000 which would pair eligible small commercial business owners with professional marketing firms to create comprehensive marketing campaigns. The program aims to reduce the failure rate for small businesses and the recurrence of commercial vacancy by providing tools and expertise for existing small business enterprises. Professional Marketing firms are required to create and implement a comprehensive marketing strategy over a 3- 6-month period for each eligible business.

Eligible businesses will be selected as Participants by NORA via a two-part application process for the Small Business Marketing Assistance Program. The applications will be open until funds are exhausted. The Part A Application will be used to verify applicant eligibility and review a brief proposal of the scope of work for requested marketing services. The Part B Application will be used to review a more detailed description of the applicant's previous marketing activities and desired marketing and business goals.

NORA will assign professional marketing consultant and/or firm(s) contracted through this RFP to provide Participants with comprehensive marketing strategies.

The purpose of this Request for Proposals is to procure one (1) or more Small Business Marketing consultants, firms, and/or teams to provide a full scope of small business marketing needs.

The ideal consultant and/or marketing firm(s) will have expertise in small business marketing and have the capacity to provide services to business owners from diverse backgrounds. Additionally, the ideal consultant should have demonstrated success working with small businesses that may have limited marketing knowledge and experience.

The primary role of the consultant and/or marketing firm(s) will be to improve the participating business's ability to effectively market their products or services to customers. The consultant will be responsible for holding one-on-one meetings with participating business owners to refine websites, social media content, and improve their overall marketing strategy. The consultant may also be required to hold monthly or quarterly workshops that will be available to all participants and those local businesses not enrolled in the program. These workshops will focus on the fundamentals and nuances of marketing.



Specifically, NORA seeks qualified, broadly skilled resource consultants and/or marketing firm(s) to provide services in the following areas:

- Marketing Strategy Implementation and Brand Management
- Improve Participants' marketing strategies and assist in the development of marketing strategies for new businesses. Help them to find their target market and provide methods to most effectively advertise. Show business owners which marketing methods bring in the most consumers, and which areas they should focus on.
- Improve Participants' digital platforms. This includes websites, social media accounts, and any other digital platform business owners are using to reach consumers.
 - Work to improve Search Engine Optimization of their website and increase their digital presence.
- Educate Participants. Conduct monthly workshops that will inform participants about the broad fundamental elements of marketing their businesses such as finding their target market, how to measure marketing performance, and establishing a marketing plan.
 - Workshops would also include deep dives into very specific topics such as Pay Per Click Marketing, Google Analytics, Customer Acquisition Costs, and much more.
 - English/Spanish/Vietnamese Translation
 - Provide nuanced and culturally sensitive translations including promotional copy and advertising scripts, with a focus on English/Spanish/Vietnamese translation.
 - Print/Mailing Services - Printed collateral, weekly mailers, etc.
 - Graphic Design Services - Posters, banners, mailers, cards

Consultants will be required to:

- Provide a comprehensive set of services including but not limited to providing program participants with weekly office hours for 2 hours a week, providing monthly group workshops for 2 hours, and providing a monthly report of the work done with participating businesses.

It is understood that under its agreement with NORA, the Contractor is expected to provide up to a preset maximum number of hours of small business marketing assistance to applicants to complete the necessary requirements to create a comprehensive marketing strategy, as determined by NORA. NORA is under no obligation to make any minimum assignments and the total value of all assignments may not meet the contract maximum.

Deliverables (Examples):

For each participant, deliver a Marketing and Advertising Plan document that outlines campaigns, audiences, timelines, assets/resources needed, message focus, estimated costs for billable deliverables, and identifies overall performance metrics.

Per the Marketing and Advertising Plan, manage the production of and deliver all related marketing and brand assets and resources.

END OF SECTION



NEW ORLEANS REDEVELOPMENT AUTHORITY (NORA)
REQUEST FOR PROPOSALS
SMALL BUSINESS MARKETING ASSISTANCE PROGRAM
SMALL BUSINESS MARKETING CONSULTING SERVICES

ISSUED: TUESDAY, JUNE 3, 2025
DUE: MONDAY, JULY 7, 2025

ATTACHMENT B

SUBMISSION INFORMATION

I. Executive Summary

This section should serve to introduce the individual or firm and acknowledge the scope of the proposal. It should include administrative information including, at a minimum, response date, individual or firm contact name and telephone number, and the stipulation that the proposal is valid for a time period of ninety (90) days from the date of submission.

This section **MUST** contain the following statement signed by the applicant or its authorized representative,

“By responding to this RFP, respondent agrees to NORA’s Required Contract Provisions as provided in Attachment G and therefore waives any future right to contest the required provisions.”

2. Background/Relevant Experience

The individual or firm should describe its team and experience by providing its full legal name, date of establishment, type of entity and business enterprise, short history, current ownership structure and any recent materially significant proposed change in ownership.

The firm should also provide:

1. A detailed discussion of the firm’s prior experience in working with small businesses, specifically as it relates to providing marketing consulting services and including a list of clients and a description of the exact service(s) provided for those clients.
2. Description of how the firm receives and manages Client input during and at the conclusion of marketing consulting technical assistance, including how Client feedback is recorded, reviewed, and incorporated while maintaining schedule and budget.
3. Approach to integrating industry-specific expertise for small businesses.
4. Any other information that would be uniquely relevant in evaluating the experience of firm to support small business marketing development.

If the individual or firm intends to subcontract for portions of the work, the respondent should clearly identify any contractual arrangements and should include specific designations of the tasks to be performed by the subcontractor(s) and an acknowledgment of engagement by the subcontractor(s). Information required of the firm under the terms of this RFP shall also be required for each subcontractor.



3. Staff Qualifications of the Firm

The firm should provide detailed information about the experience and qualifications of the firm’s assigned personnel considered key to the success of the project. This includes the firm’s own staff and staff from any subcontractor(s) to be used. The firm’s staff (and/or subcontractors) should demonstrate the necessary experience and knowledge in:

1. Small Business Marketing Strategies
2. Social Media Audit and Optimization
3. Search Engine Optimization (SEO)
4. Digital Advertising
5. Email Marketing
6. Print Marketing
7. Website Auditing, Design and Development

Resumes should be provided for all key staff assigned to the program, along with an organizational chart clearly identifying Principal-In-Charge and the Project Manager with day-to-day responsibility. For the firm’s (or subcontractor’s) staff this information should also include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Client references (name, title, company name, address, email address and telephone number) should be provided for relevant business development engagements identified in the consultant’s portfolios and individual resumes.

4. Capacity

Provide a list of your firm’s current projects and anticipated projects over the next 6-12 months, along with the expected percentage of time spent on each project by staff expected to work on this project.

5. Fee Schedule

Provide a schedule of hourly rates. The fee schedule shall contain hourly rates and job titles of all staff for lead staff and any subcontractor(s) that may be assigned work under the contract resulting from this RFP.

Additionally, Contracts resulting from this solicitation shall be requirements type contracts whereby NORA shall assign work in accordance with its needs. Include a fee proposal and schedule that identifies the reasonable hourly fees for marketing services as well as service packages based on common marketing needs identified in the scope of services. The fee schedule shall include all overhead, profit, and administrative costs.

The fee schedule shall include hourly rates for staff that may be assigned work under a task order under this contract, as follows:

Hourly Rates

	<u>Employee Name</u>	<u>Job Title/Contract Assignment</u>	<u>Hourly Fee</u>
Ex.	John Doe	Public Relations Specialist	\$00.00
	Jane Smith	Media Specialist	\$00.00



The fee schedule shall also include service package rates for services that will be offered to participating businesses in a package form based on the type of grouped services.

Package Rates

	<u>Package Type</u>	<u>Package Fee</u>
Ex.	Print Marketing Package	\$00.00
	Digital Marketing Package	\$00.00
	Social Media Content Package	\$00.00

NOTE: Proposed fees shall be valid for a minimum of 60 days upon receipt.

6. References

Provide a list of at least three (3) current references for the most relevant completed contracts that directly relate to the scope of services to be offered by the firm. Include reference company name, address, contact name and title, phone number, email address, and description of the service provided. The references should collectively commend the firm’s capacity in alignment with Item 3 “Staff Qualifications of the Firm” in this Attachment B.

7. Disadvantaged and Minority and Women-Owned Business Information

NORA seeks to extend subcontracting opportunities to City of New Orleans Registered Disadvantaged Business Enterprises (DBE’s) and other underserved, underutilized, and disadvantaged businesses (including Minority- or Women-owned Business Enterprises that are self-certified and/or third-party certified) in order to promote their economic growth. A DBE contract goal of 35 percent has been established for this contract. The respondent shall agree to use its best efforts, as determined by the Compliance Director in accordance with the factors set forth in NORA’s diverse business enterprise goals, to meet the contract goal for diverse business enterprise participation in the performance of this contract. As a part of your proposal, complete and submit Attachment F, DBE Participation Form, which shall address the following:

- a. The names and addresses of all diverse business enterprise firms that will participate in the contract;
- b. The commitment of the participation of each diverse business enterprise firm participating in the contract on a basis of the percentage of the total dollar value of the contract;
- c. Written confirmation from the named diverse business enterprise(s), verifying their participation in the contract as provided in the commitments made under (a) and (b) above; and
- d. If the contract goal is not met, evidence of best efforts.

8. Insurance

The proposer shall provide evidence of insurance coverage and minimum required limits by completing and submitting Attachment D, Certificate of Insurance Coverage, as a part of their proposal.

9. Conflict of Interest Disclosure

The proposer shall disclose any direct or indirect, current or future, conflicts of interest between themselves and NORA and their respective employees in the attached Conflict of Interest Disclosure Affidavit (Attachment E). If questions arise about potential conflicts of interests, please contact NORA prior to submitting proposal.



NEW ORLEANS REDEVELOPMENT AUTHORITY (NORA)
REQUEST FOR PROPOSALS
SMALL BUSINESS MARKETING ASSISTANCE PROGRAM
SMALL BUSINESS MARKETING CONSULTING SERVICES

ISSUED: TUESDAY, JUNE 3, 2025
DUE: MONDAY, JULY 7, 2025

ATTACHMENT C

EVALUATION AND SELECTION

NORA will apply the following selection criteria and weighting factors to evaluate submissions:

Up to 30 Points	<i>Relevant Experience:</i> Specialized experience and technical competence;
Up to 30 Points	<i>Staff Qualifications:</i> Qualifications of staff assigned to project, performance history, including, without limitation, competency, responsiveness, cost control, work quality and the ability to meet schedules and deadlines;
Up to 25 Points	<i>Capacity:</i> Demonstrated availability, bandwidth and skillset of personnel sufficient to prioritize and execute this project; and
Up to 15 Points	<i>DBE, MBE, WBE or other third party- or self-certification;</i> Willingness to promote full and equal business opportunities and partnerships, including but not limited to Joint Venture agreements and Contracting with Minority- and Woman-Owned Businesses (MB/WB) and Section 3, in accordance with City’s State-Local Disadvantaged Business Enterprise Program.

Proposals received in response to this solicitation may be evaluated using a two-stage evaluation process. Stage I of the evaluation process will be used to determine the respondents to be included in the competitive range (short list), from which final selection for contract award will ultimately be made. Stage II of the evaluation process will be reserved for firms included in the competitive range only and will be the basis for ultimate contract award. Scoring will be based upon how well the proposal meets the criteria established in this RFP.

During Stage I of the evaluation process, proposals will be evaluated and scored by an Evaluation Committee. The committee will score each proposal. Scoring will be based on the predetermined evaluation criteria. The available points associated with each criterion are shown above. The results of the evaluation of proposals will be used to determine those proposals to be considered in the competitive range and included on the short list.

Stage II of the evaluation process, if applicable, may entail interviews and/or presentations with the respondents included on the short list. Respondents not included on the short list will not proceed to Stage II of the evaluation process. The purpose of the interviews is to promote the understanding of NORA’s requirements with respect to this RFP, promote the understanding of the respondents’ proposals, and to arrive at agreeable contract terms.



NORA will award a contract resulting from this solicitation to the responsible offeror(s) whose offer(s), conforming to the solicitation, will be most advantageous, technical, price and other factors specified herein considered. NORA reserves the right to make one or more contract awards without negotiations, and to make no award or decline to enter into negotiations should it believe that no respondent to this RFP will be capable of delivering the necessary level of services within an acceptable price range and/or time period. NORA further reserves the right to forego Stage II of the evaluation process and enter into negotiations based on the results of Stage I of the evaluation process. NORA may exercise its right to make contract award without negotiations or to forego Stage II of the evaluation process, where a contract award may be based on initial proposals received.

END OF SECTION



NEW ORLEANS REDEVELOPMENT AUTHORITY (NORA)
REQUEST FOR PROPOSALS
SMALL BUSINESS MARKETING ASSISTANCE PROGRAM
SMALL BUSINESS MARKETING CONSULTING SERVICES

ISSUED: TUESDAY, JUNE 3, 2025
DUE: MONDAY, JULY 7, 2025

ATTACHMENT D

CERTIFICATE OF INSURANCE COVERAGE

**Application Submitted By
(Name of Firm):** _____

Name of Surety Company: _____

Name of Surety Agent: _____

Surety Agent's Phone: _____

The below signed hereby certifies the following information to be true and correct.

Type of Coverage/ Minimum Required Limits	Policy or Binder #	Actual Limits	Expiration Date
Commercial General Liability/ \$100,000 Occurrence; \$300,000 Aggregate			
Professional Liability/ \$1,000,000 Occurrence; \$1,000,000 Aggregate			

Check the appropriate box(es)
below:

- Limits on above policy will be increased
- Above policy now in effect
- Policy will be obtained before contract signed

The following additional clauses shall be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

1. The New Orleans Redevelopment Authority (NORA) is hereby named as Additional Insured.
2. The Policy(s) cannot be reduced or canceled without at least forty-five (45) days prior written notice to NORA.



3. The insurance company is prohibited from pleading government function in the absence of any specified written authority from NORA.
4. The Policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera, which are normally covered while performing work under the above contract, whether specifically written therein or not.

NORA is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. NORA bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to NORA. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

Authorized Agent's Signature

Date



NEW ORLEANS REDEVELOPMENT AUTHORITY (NORA)
REQUEST FOR PROPOSALS
SMALL BUSINESS MARKETING ASSISTANCE PROGRAM
SMALL BUSINESS MARKETING CONSULTING SERVICES

ISSUED: TUESDAY, JUNE 3, 2025
DUE: MONDAY, JULY 7, 2025

ATTACHMENT E

CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF LOUISIANA
PARISH OF _____

Before me, the undersigned authority, came and appeared _____, who, being first duly sworn, deposed and said that:

1. He/She is the _____ and authorized representative of _____ hereafter called "Respondent."
2. The Respondent submits the attached RFQ Response in response to the (insert name of solicitation).
3. The Respondent hereby confirms that a conflict(s) of interest exists/does not exist/may exist in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with NORA Commissioners, officers and employees. *(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).*

Respondent Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, _____, Notary Public, this ____ day of _____, 2021

Notary Public (signature) Notary ID#/Bar Roll #



NEW ORLEANS REDEVELOPMENT AUTHORITY (NORA)
REQUEST FOR PROPOSALS
SMALL BUSINESS MARKETING ASSISTANCE PROGRAM
SMALL BUSINESS MARKETING CONSULTING SERVICES

ISSUED: TUESDAY, JUNE 3, 2025
DUE: MONDAY, JULY 7, 2025

ATTACHMENT F

DBE PARTICIPATION FORM

Complete the following and submit with your proposal to confirm your level of DBE participation.

Please check the appropriate space:

_____ The bidder/offerer is committed to a minimum of _____% DBE utilization on this contract.

_____ The bidder/offerer, if unable to meet the DBE goal of _____%, is committed to a minimum of _____% DBE utilization on this contract and will submit documentation demonstrating good faith efforts.

Name of Bidder/Offerer Firm:

Telephone: _____ Fax: _____ E-Mail: _____

By: _____,
_____ / _____ / _____

(Signature) (Title) (Date)

The bidder/offerer is committed to utilizing DBE participation on the project in the following manner.

Please check the appropriate space:

_____ The bidder/offerer is committed to utilizing the DBE firm named below for the *Scope of Work* as described.
The estimated dollar value of the scope of work is \$ _____ or _____% of the total dollar value of the contract.

_____ The bidder/offerer is committed to utilizing the DBE firm named below for the *Scope of Work* as described.
The estimated dollar value of the scope of work is \$ _____ or _____% of the total dollar value of the contract.

Name of DBE Firm:



DBE Firm Owner or Contact:

Telephone: _____ Fax: _____ Email: _____

DBE TYPE: _____ SLDBE CERTIFIED; _____ DOTD/LAUCP CERTIFIED; _____ OTHER _____
_____ SCOPE OF WORK ATTACHED. Proposed DBE % _____

SCOPE OF WORK: Describe the work to be performed by the DBE firm.



NEW ORLEANS REDEVELOPMENT AUTHORITY (NORA)
REQUEST FOR PROPOSALS
SMALL BUSINESS MARKETING ASSISTANCE PROGRAM
SMALL BUSINESS MARKETING CONSULTING SERVICES

ISSUED: TUESDAY, JUNE 3, 2025
DUE: MONDAY, JULY 7, 2025

ACKNOWLEDGEMENT OF ADDENDA

ATTACHMENT G

Respondent has received the following Addenda, receipt of which is hereby acknowledged:

Addendum Number: _____

Date Received: _____

Addendum Number: _____

Date Received: _____

Addendum Number: _____

Date Received: _____

Addendum Number: _____

Date Received: _____

(Company Name)

(Signature)

(Printed or Typed Name)



NEW ORLEANS REDEVELOPMENT AUTHORITY (NORA)
REQUEST FOR PROPOSALS
SMALL BUSINESS MARKETING ASSISTANCE PROGRAM
SMALL BUSINESS MARKETING CONSULTING SERVICES

ISSUED: TUESDAY, JUNE 3, 2025
DUE: MONDAY, JULY 7, 2025

ATTACHMENT H

REQUIRED CONTRACT PROVISIONS

NORA will require that its contract for services contain certain required provisions, including, but not limited to the following, which may be revised as deemed appropriate by NORA:

- a) **EQUAL LABOR AND EMPLOYMENT OPPORTUNITY:** In all hiring or Labor and Employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for Labor and Employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractors employees are treated during Labor and Employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: Labor and 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. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for Labor and Employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
- b) **ASSIGNABILITY:** The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of NORA.
- c) **CONFLICT OF INTEREST:** In the interest of ensuring that efforts of the Contractor do not conflict with the interests of NORA, and in recognition of the Contractor's responsibility to NORA, the Contractor agrees to decline any offer of Labor and Employment if its independent work on behalf of NORA is likely to be adversely affected by the acceptance of such Labor and Employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify NORA and provide full disclosure of the possible effects of such Labor and Employment on the Contractor's independent work on behalf of NORA. Final decision on any disputed offers of other Labor and Employment for the Contractor shall rest with NORA.
- d) **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall indemnify, defend and save NORA harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against NORA for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold NORA harmless from any and



all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.

- e) **ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE:** Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the NORA shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of NORA for the purpose of Worker's Compensation coverage.
- f) **ACKNOWLEDGMENT OF EXCLUSION OF LABOR AND EMPLOYMENT COMPENSATION COVERAGE:** Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by NORA under this agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unlabored and Employment compensation only, that:
- a. Contractor has been and will be free from any control or direction by NORA over the performance of the services covered by this contract; and
 - b. Services to be performed by Contractor are outside the normal course and scope of NORA's usual business; and
 - c. Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither Contractor nor anyone employed by Contractor shall be considered an employee of NORA for the purpose of Labor and Employment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

- g) **WAIVER OF SICK AND ANNUAL LEAVE BENEFITS:** It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the NORA.
- h) **JURISDICTION & CHOICE OF LAW:** The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor. This agreement shall be construed and enforced according to the laws of the state of Louisiana, excepting its conflict of law's provisions.
- i) **TERM:** The contract period for the successful agent/firm will be one year from date of award. The contract may be renewed for additional terms upon satisfactory performance by the contractor and at a negotiated rate agreed to in writing by both the contractor and NORA. Alternate contract periods may be considered.
- j) **APPROPRIATION AND/ OR EXTENSION:** This agreement may be extended at the option of NORA, provided that funds are allocated by the City of New Orleans and the extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by NORA on an annual basis for no longer than five one-year periods.



- k) **SOLICITATION:** The Contractor attests that he has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.
- l) **CANCELLATION:** Either party to this agreement may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least thirty (30) days prior to the date of termination. In the event NORA elects to terminate for convenience, NORA shall be obligated to pay Contractor only for those Services performed up to and through the date of termination.
- m) **AUDIT AND OTHER OVERSIGHT:** It is agreed that the contractor or applicant will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

NORA and/or its designated representatives shall have the right to audit, inspect, and review all books and records (in whatever form they may be kept whether written, electronic or other) relating or pertaining to this contract or agreement (including any and all documents and other materials, in whatever form they may be kept which support or underlie those books and records), kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors.

The Contractor shall maintain such books and records together with such supporting or underlying documents and materials for the duration of this contract or agreement and for at least 5 years following the completion of this contract or agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request to NORA, through its employees, agents' representatives, contractors or other designees, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location at, location, which is convenient for NORA.

- n) **SUBCONTRACTS:** NORA may require information regarding ownership interests in the subcontractor prior to approval of the sub-Contractor's retention. Contractor shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

END OF SECTION



**HUD COMPLIANCE PROVISIONS
FOR
SUBRECIPIENTS
CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS**

CONTENTS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
3. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
4. CERTIFICATION OF NONSEGREGATED FACILITIES
5. CIVIL RIGHTS
6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974
7. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 – ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS
8. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
9. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
10. AGE DISCRIMINATION ACT OF 1975
11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS
12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION
13. FLOOD DISASTER PROTECTION
14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS
15. INSPECTION
16. REPORTING REQUIREMENTS
17. CONFLICT OF INTEREST
18. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED
19. PATENTS
20. COPYRIGHT
21. TERMINATION FOR CAUSE
22. TERMINATION FOR CONVENIENCE
23. ENERGY EFFICIENCY
24. SUBCONTRACTS
25. DEBARMENT, SUSPENSION, AND INELIGIBILITY
26. PROTECTION OF LIVES AND HEALTH
27. BREACH OF CONTRACT TERMS
28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED
29. CHANGES
30. PERSONNEL
31. ANTI-KICKBACK RULES
32. ASSIGNABILITY
33. INTEREST OF CONTRACTOR
34. POLITICAL ACITIVITY



35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET
 36. DISCRIMINATION DUE TO BELIEFS
 37. CONFIDENTIAL FINDINGS
 38. LOBBYING
 39. FEDERAL LABOR STANDARDS PROVISIONS
 40. SOLID WASTE DISPOSAL ACT
 41. CONFIDENTIALITY
 42. REPAYMENT OF FUNDS
 43. DUPLICATION OF BENEFITS
 44. LIMITED ENGLISH PROFICIENCY (LEP)
 45. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
 46. BYRD ANTI-LOBBYING AMENDMENT
 47. PROCUREMENT OF RECOVERED MATERIALS.
 48. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
 49. DOMESTIC PREFERENCES FOR PROCUREMENTS
1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
(applicable to contracts and subcontracts exceeding \$10,000)

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.
- B. 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 without regard to race, color, religion, sex, or national origin.
- C. 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 by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.



- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, 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 Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G 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, as amended, so that such provisions will be binding upon each Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Contractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

(applicable to contracts and subcontracts exceeding \$10,000)

A. As used in these specifications:

- (1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- (4) "Minority" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

- (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);
and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- B. When the Contractor, or any contractor, at anytime, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- C. If the Contractor is participating (pursuant to 41 CFR 60 4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in compliance with the provisions of any such Hometown Plan. Each Contractor or Contractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or contractors toward a goal in an approved Plan does not excuse any covered Contractor's or contractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- D. The Contractor shall implement the specific affirmative action standards provided In paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women



shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - (3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - (4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under G(2) above.
- (6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Contractors with whom the Contractor does or anticipates doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
 - (12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractors and suppliers, including circulation of solicitation to minority and female Contractor associations and other business associations.
 - (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a Contractor association, joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
- I. A single goal for minorities and a separate single goal for women has been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).



- J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.
- K. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.
- L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246, as amended.
- M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60 4.8.
- N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

3. **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**
(applicable to contracts and subcontracts exceeding \$10,000)

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed.

With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60 4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60 4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60 4. Compliance with the goals will be measured against the total work hours performed.

- C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.
- D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed, giving the State, parish, and city, if any):

4. **CERTIFICATION OF NONSEGREGATED FACILITIES**
(applicable to contracts and subcontracts exceeding \$10,000)

By the submission of this bid, the bidder, offeror, applicant or Contractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or Contractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by



explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed contractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed contractors (except where proposed contractors have submitted identical certifications for specific time periods).

5. **CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

7. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

(applicable to projects with more than \$200,000 in funding from housing and community development financial assistance programs, or more than \$100,000 in assistance from Lead Hazard Control and Healthy Homes programs)

Title 24 Part 75 of the Code of Federal Regulations establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

A. **Employment and Training**

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.

B. Contracting

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

C. Contract Provisions

(1) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(2) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

8. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)

(applicable to contracts and subcontracts exceeding \$10,000)

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

9. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

10. **AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

11. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**
(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all contractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC



1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt Contractors and contractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or contractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c 8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

12. **SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

A. **Lead-Based Paint Hazards**

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and contractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. **Use of Explosives**

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting,



the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

13. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93 234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local



government and will be maintained for a period of five (5) years from the official date of the final closeout of the grant.

15. INSPECTION

The authorized representative and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

16. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

17. CONFLICT OF INTEREST

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

18. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of \$10,000 and under)

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

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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.



- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

19. PATENTS

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copy-right purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such

event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

22. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

23. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

24. SUBCONTRACTS

- A. The Contractor shall not enter into any subcontract with any contractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind contractor to the Contractor by the terms of the contract documents insofar as applicable to the work of contractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any Contractor and the Owner.

25. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its contractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR 200.213 (government debarment and suspension regulations).

26. **PROTECTION OF LIVES AND HEALTH**

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

27. **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's contractors 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 there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

28. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

29. **CHANGES**

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

30. **PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.



All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

31. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the contractors with such regulations, and shall be responsible for the submission of affidavits required of contractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

32. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

33. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

34. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET



The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars 2 CFR 200, as they relate to the use of Federal funds under this contract.

36. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

37. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

38. LOBBYING

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 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.

39. FEDERAL LABOR STANDARDS PROVISIONS

The Contractor shall abide by the requirements of the Federal Labor Standards Provisions (form HUD-4010) as follows.

**Federal Labor Standards Provisions
U.S. Department of Housing and Urban Development
Office of Labor Relations**

Applicability



The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work 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 29 CFR 5.5(a)(1)(iv); 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 29 CFR 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 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its contractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (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 HUD or its designee 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



HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (ii) (b) or (c) of this paragraph, 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 assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 contractor 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, all or part of the wages required by the contract, HUD or its designee 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. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account



of the Contractor or Contractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee 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 HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all contractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or Contractor 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 maintained under 29 CFR 5.5 (a)(3)(i) 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 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 subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the Contractor or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or contractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Contractor fails to submit the required records or to make them available, HUD or its designee 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 contractor’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 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 that 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 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 29 CFR Part 5 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 Contractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Contractor or lower tier Contractor with all the contract clauses in this paragraph.



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 Contractor as provided in 29 CFR 5.12.

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 contractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any contractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No Contractor or Contractor 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 subparagraph (1) of this paragraph, the Contractor and any Contractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Contractor 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 subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contractor 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 contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each contractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



40. SOLID WASTE DISPOSAL ACT

The Grantee shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements listed below include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) AT 40 CFR part 247 containing the highest percentage of recovered materials, practicable, consistent with maintaining a satisfactory level of competition.

Applicability.(a)(1) This guideline applies to all procurement actions using federal funding and involving items designated by EPA in this part, where the purchase price of the item exceeds \$10,000, the value of the quantity acquired by the preceding fiscal year exceeds \$10,000. This guideline shall require that all solid waste management services procurements are conducted in a manner that maximizes energy and resource recovery. (2) This guideline applies to any public agency using appropriated Federal funds to procure designated items, and to persons contracting with any such agencies with respect to work performed under such contracts. (3) The \$10,000 threshold applies to public agencies as a whole rather than to agency subgroups such as regional offices or sub-agencies of a larger department or agency.

(b) The term *procurement actions* includes:

(1) Purchases made directly by a procuring agency or purchases made directly by any person (e.g., a contractor) in support of work being performed for a procuring agency using federal funds

(2) Any purchases of designated items made “indirectly” by a procuring agency, as in the case of procurements resulting from grants, loans, funds, and similar forms of disbursements of monies.

(c)(1) This guideline does not apply to purchases of designated items which are unrelated to or incidental to Federal funding, i.e., not the direct result of a contract or agreement with, or a grant, loan, or funds disbursement to, a procuring agency.

41. CONFIDENTIALITY

The Contractor shall comply with the Confidentiality regulations, per 24 CFR 574.440. Per 24 CFR 574.440, “the grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the name of any individual assisted under this part and any other information regarding individuals receiving assistance.” The Contractor shall ensure all documentation and written agreements protect the confidentiality of all individuals/agencies funded or receiving any assistance under this grant.

42. REPAYMENT OF FUNDS

The Contractor acknowledges that funds provided through this Agreement are Federal funds administered by HUD and that all funds provided by this Agreement are subject to audit, disallowance, and repayment. Any disagreement with adverse findings by HUD may be challenged pursuant to Federal regulations, however, the Contractor shall promptly return to Grantee any and all funds that are



found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compliance, no matter the cause. This clause shall survive indefinitely the termination of this Agreement for any reason.

43. DUPLICATION OF BENEFITS

The Contractor shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC §5155). The Contractor must comply with HUD's requirements for duplication of benefits imposed by Federal Register notice on the City (81 Fed. Reg. 36564). The Federal Register notice requires compliance with the following HUD guidance documents: (1) the guidance published by HUD in the Federal Register on November 16, 2011 (76 Fed. Reg. 71060); and (2) the guidance document entitled "HUD Guidance on Duplication of Benefit Requirements and Provision of CDBG Disaster Recover (DR) Assistance," issued on July 25, 2013.

44. LIMITED ENGLISH PROFICIENCY (LEP)

Assistance to Those with Limited English Proficiency. The Contractor agrees to take all reasonable actions to communicate with persons who have Limited English Proficiency (LEP) to ensure that such persons have meaningful access and an equal opportunity to participate in the program(s) and/or services funded under this Agreement.

45. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

46. BYRD ANTI-LOBBYING AMENDMENT

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

47. PROCUREMENT OF RECOVERED MATERIALS.



A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. 2 CFR § 200.323

48. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Recipients and Subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. 2 CFR § 200.216.

49. DOMESTIC PREFERENCES FOR PROCUREMENTS.

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be



included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “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.

(2) “Manufactured products” means 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. 2 CFR § 200.322.