Request for Proposal for the One Stop Operator for the American Job Center



Calcasieu Parish Police Jury (Fiscal Agent)
On behalf of Local Workforce Development Board #51 (LWDB #51)

RFP Number: <u>RFP-2025-WIOA-129</u>

Sealed proposals will be received by: THE CALCASIEU PARISH POLICE JURY'S PURCHASING AGENT 1015 PITHON STREET, PARISH GOVERNMENT BUILDING, 1st FLOOR LAKE CHARLES, LOUISIANA 70601

Until 2:00 PM, Central Standard Time (CST)

Thursday May 15, 2025

Advertisement in the Official Journal

LAKE CHARLES AMERICAN PRESS

With circulation in Allen, Beauregard, Calcasieu, Cameron, Jefferson Davis, and Vernon Parishes

Please read the Request for Proposal instructions on the following pages carefully.

<u>ADVERTISEMENT</u>

The Calcasieu Parish Police Jury's Purchasing Agent, on behalf of the Local Workforce Development Board (LWDB) #51, does hereby advertise for sealed proposals and will open same on:

- 1. Thursday, May 15, 2025.
- 2. At the Office of the Parish Purchasing Agent on the first floor of the Parish Government Building, 1015 Pithon Street, in the city of Lake Charles, Louisiana, 70601, at the hour of 2:00 P.M., Central Time Zone.
- 3. For a One Stop Operator for American Job Center (RFP-2025-WIOA-129) through the Workforce Innovation & Opportunity Act (WIOA).
- 4. Request for Proposal documents may be obtained in the Office of the Parish Purchasing Agent in the Government Building, requested via email at purchasing@calcasieu.gov, or accessed via electronic bidding through www.calcasieu.gov.
- 5. The Local Workforce Development Board and/or Calcasieu Parish Police Jury as fiscal agent reserves the right to reject any and all proposals.
- 6. The Local Workforce Development Board and/or the Calcasieu Parish Police Jury shall incur no obligation to the Contractor/Proposer until the Contract between the Calcasieu Parish Police Jury on behalf of the Workforce Development Board and the Contractor is fully executed.
- 7. Eligible applicants include: an entity (public, private, or nonprofit) or consortium of entities (including a consortium of entities that, at a minimum, includes 3 or more of the one-stop partners of demonstrated effectiveness, located in the local area, which may include an institution of higher education; an employment service State agency established under the Wagner-Peyser Act (29 U.S.C. 49 et. Seq), on behalf of the local office of the agency; a community-based organization or entity, nonprofit organization, or intermediary; a private for-profit entity; a government agency; and another interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization.
- 8. All sealed proposals must be plainly marked and should contain the following on the outside of the envelope:

PROPOSAL FOR "One Stop Operator for American Job Center (RFP-2025-WIOA-129)"

KRISTIE CUMBERLAND, CPPB, CPPO, NIGP-CPP, Calcasieu Parish Police Jury's Purchasing Agent

RUN: Lake Charles American Press - April 29, 2025 May 6, 2025

REQUEST FOR PROPOSALS (RFP) FOR ONE STOP OPERATOR FOR THE AMERICAN JOB CENTER

SECTION I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose of RFP

The Calcasieu Parish Police Jury, herein referred to as Parish, on behalf of the Local Workforce Development Board (LWDB #51) is seeking creative, committed entities to act as the One Stop Operator for the American Job Center, comprehensive one-stop center, in Calcasieu Parish and affiliated sites. LWDB #51 is seeking bold, creative proposals that will focus on operating the American Job Center in an inclusive and efficient manner that supports effective service delivery through integration of services with Adult and Dislocated Workers (Title I), Adult Basic Education (Title II), Wagner-Peyser (Title III), Division of Vocational Rehabilitation (Title IV), Department of Social and Health Services, and Temporary Assistance to Needy Families as well as other agencies and community partners.

The contract resulting from this Request for Proposal is anticipated to begin July 1, 2025 and continue until June 30, 2026. The Parish and LWDB #51 reserves the option to extend the contract term for three (3) additional 12-month periods, based on future funding availability, additional proposed rulemaking from the federal Department of Labor, community need, contractors' performance, and other factors. Proposals will be accepted from any private for-profit agency, state or local unit of government, private non-profit organizations, or post-secondary educational agency that can demonstrate the administrative capability to successfully provide the services identified in this RFP. The content of the accepted proposals will become the basis for the negotiation of a final contract agreement. This negotiation will include all elements of the proposal and may include additional elements as negotiated.

1.2 Proposal Submission

A. Paper proposals may be delivered prior to the RFP opening by hand or courier service to the Parish's physical location as follows:

Calcasieu Parish Police Jury Purchasing Department 1015 Pithon Street, Third Floor Lake Charles, LA 70601

Each Proposer should submit the following: (a) one (1) original response (marked original), (b) five (5) copies of the proposal (marked copy) and (c) an electronic media copy (cd, thumb drive, etc.) of the proposal. The electronic media copy becomes the property of the Parish and LWDB #51. Costs incurred in the preparation and submittal of proposals are the responsibility of the Proposer and will not be reimbursed.

B. Proposals can also be submitted online through www.calcasieu.gov via Bid Express (www.bidexpress.com). New accounts for electronic bidding can take several days before they are active. Please contact Bid Express for more information on the timeline for new accounts at support@bidexpress.com or 1-888-352-2439.

The Proposer is solely responsible for the timely delivery of the proposal. Failure to meet the proposal opening date and time may result in rejection of the proposal. The Parish and LWDB #51 are not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposals shall be opened publicly and only the name of the proposers submitting proposals shall be identified aloud. Prices shall not be read. The proposals will be opened at the date and time specified in the advertisement. The opening will take place at:

Calcasieu Parish Police Jury Government Building

1015 Pithon Street, First Floor Lake Charles, LA 70601

1.3 RFP Contact Person(s)

All questions should be submitted in writing no less than seven (7) days prior to the opening of proposals. Questions received within seven (7) days of the opening of the proposals may not be accepted. All questions should be submitted in writing and be addressed to <u>all</u>:

Donnafaye Moss

Kristie Cumberland, CPPB, CPPO, NIGP-CPP

Local Workforce Development Board E-mail: dmoss@lwia51.com

Calcasieu Parish Police Jury E-mail: kcumberland@calcasieu.gov

Stephanie Seemion

Local Workforce Development Board

Email: sseemion@lwia51.com

1.4 Proposal Response Format

Proposers should address the questions or request for information listed under the "Proposal Evaluation Criteria" below and should address them in the order in which they are presented. Proposers are to indicate in their proposal which item number is being answered so that proposals can be evaluated accordingly. Proposals that are not in order, or that are difficult to understand may be rejected.

1.5 Errors and Omissions in Proposal

The Parish and LWDB #51 will not be liable for any error or omission in the proposal. The Proposer will not be allowed to alter proposal documents after the deadline for proposal submission. The Parish and LWDB #51, at their option, have the right to require clarification or additional information from the Proposer.

1.6 Changes, Addenda, or Withdrawals

The Parish and LWDB #51 reserves the right to issue Addenda to the RFP at any time to make clarifications or adjustments. The Parish and LWDB #51 reserves the right to change the calendar of events or issue addenda to the RFP at any time. The Parish and LWDB #51 also reserves the right to cancel or reissue the RFP.

If the Proposer would like to submit recommended changes, questions, or inquiries prior to the proposal opening, please submit this request in writing to the RFP contacts listed above. All responses to questions and changes to this RFP package will only be made via a written addendum issued by the Parish to potential Proposers. All issued addenda should be acknowledged by being signed by an authorized representative of the Proposer and submitted with the proposal response.

1.7 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the Parish and LWDB #51 to award a contract. The Parish and LWDB #51 reserve the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the Parish and LWDB #51 to do so.

1.8 Ownership of Proposals

All proposals and materials submitted by the proposal due date and time specified will become the property of the Parish and LWDB #51. Selection or rejection of a response does not affect this right. All proposals opened will be retained by the Parish and LWDB #51 and not returned to the Proposers. Proposals received after the due date and time specified will not be accepted or considered for award and will be returned to the Proposer.

The Parish and LWDB #51 are not liable for any costs incurred by prospective Proposers prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations (if requested), and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by the Parish and LWDB #51.

1.9 Contract Terms

A sample copy of the contract is attached. This sample contract is subject to change at the Parish and LWDB #51's discretion when deemed necessary. There are certain contractual requirements that are non-negotiable including, but not limited to, the federal grant contractual language, audit and retention of records, governing law, non-appropriation language, and termination provisions. The Parish and LWDB #51 will work with the selected Proposer on the final contract terms including any proposed costs that are negotiated after the submission of the proposal for reasonable cost purposes.

1.10 Compensation

The resulting contract will compensate the awarded Proposer for the services provided based on the rate schedule agreed upon by all parties and included in the executed agreement. The Parish and LWDB #51 reserves the right to negotiate all rates provided through this RFP process.

Title I Funding will be available for One-Stop Operator services. These funds will be used for staffing costs related to coordination and integration of all one-stop system partners, travel or mileage related to partner coordination, meeting costs, basic office supplies, etc. Center operation costs such as staff salaries/benefits, rent, utilities, supplies, equipment, Workforce Innovation & Opportunity Act (WIOA) participant training and supportive service costs will be provided through funding sources managed by the LWDB #51 and other mandated partners.

The available funds to support the Operator are:

Program Year	Amount
2025*	\$60,000
2026*	\$60,000

^{*} July 1, 2025 to June 30, 2026 and may be renewed yearly for up to three (3) years.

Note: This amount is provided as a planning figure only and does not commit the LWDB #51 to award a contract for this amount. The Proposer is responsible for proposing a reasonable total cost for delivering the services described in this RFP. Funding during the contract period may be adjusted due to changes in WIOA Title I funding received.

1.11 Use of Subcontractors

While the Awarded Proposer will be responsible for all deliverables referenced in this RFP regardless as to the use of subcontractors, the use of subcontractors is to be disclosed and approved by the Parish and/or LWDB #51. If the use of subcontractors is approved by the Parish and/or LWDB #51, any information required of the Awarded Proposer under the terms of the RFP, is also required for each subcontractor and the subcontractors will agree to be bound by the terms of the contract. The Awarded Proposer will assume total responsibility for compliance.

1.12 Eligible Proposers

Eligible entities are defined: "An entity (public, private, or nonprofit), or consortium of entities (including a group of entities that, at a minimum, includes 3 or more of the one-stop partners (as defined in WIOA Section 3) described in [WIOA Section 121(b)(1)], of demonstrated effectiveness, located in the local area, which may include:

- 1. an institution of higher education;
- 2. an employment service State agency established under the Wagner-Peyser Act on behalf of the local office of the agency;
- 3. a community-based organization, nonprofit organization, or intermediary;
- 4. a private-for-profit entity
- 5. a government agency; and
- 6. another interested organization or entity, which may include a local Chamber of Commerce or other business organization, or a labor organization."

EXCEPTION: Elementary schools and secondary schools shall not be eligible for designation or certification as One-Stop Operators, except for nontraditional public secondary schools and area career and technical education schools that may be eligible for such designation or certification.

Note: The eligible proposing entity is required to be registered with Louisiana Secretary of State Office.

Disclosure: The Calcasieu Parish Police Jury through its Human Services Department is the current One Stop Operator for the American Job Center. The Parish's Human Services Department is anticipated to participate in this procurement process as well.

1.13 Evaluation of Proposals

Responses to this RFP will be evaluated by a Review Committee which includes, but is not limited to, LWDB #51 present/ past committee members in accordance with the following criteria and corresponding point system. Responses should include information specifically addressing the selection criteria. Information furnished should reference the selection criteria number. In the event of a points tie, a recommendation may be made for the most qualified Proposer whose proposal is deemed most advantageous to the Parish and LWDB #51, with all factors considered.

Proposers or their agents are prohibited from lobbying members of the Parish and LWDB #51, review committee, or other staff on this project. Failure to comply with this clause will be grounds for rejection of their proposal as non-responsive.

As previously stated, the Parish and LWDB #51 reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become part of the Parish's official file without obligation to the Parish and LWDB #51. Upon opening, proposals become public record and may be subject to public disclosure.

Proposers will address the questions or request for information listed under the "Proposal Evaluation Criteria" below and should address them in the order in which they are presented. Proposers are to indicate in their proposal which item number is being answered so that proposals can be evaluated accordingly. Proposals that are not in order, or that are difficult to understand may be rejected.

Proposal Evaluation Criteria:

Proposals will be evaluated and scored in accordance with the criteria detailed below. Proposers may score a total of one hundred twenty (120) points based on responses to the questions/request for information for the criteria listed below. Specific information requested per criteria listed can be found in Section III. below.

1. Proposal Checklist	5 points
2. Coversheet (Program Information Summary) & Proposal Form	5 points
3. Proposal Executive Summary	5 points
4. Organizational Experience and Past Performance	20 points
5. Relationships and Collaboration	10 points
6. Operator Plans/Program Approach	50 points
7. Operator Plan Budget and Budget Narrative	20 points
8. Representations and Certifications	5 points

1.14 Anticipated Schedule of Events

Item	Schedule
1. RFP Advertises	April 29, 2025
2. Intent to Respond Deadline	May 8, 2025 by 5:00 PM CST
3. Proposal Submission Deadline	May 15, 2025 by 2:00PM CST
4. Approval of Award by the LWDB #51	May 22, 2025
6. Award by the Calcasieu Parish Police Jury	June 5, 2025
7. Contract Negotiation	June 13, 2025 until complete
8. One-Stop Operator in place and operating	July 1, 2025

NOTE: The Parish and/or LWDB #51 reserve the right to deviate from these dates.

1.15 Contract Negotiations, Award and Execution

As previously stated, the Parish and LWDB #51 reserves the right to enter into contract and/or contract negotiations without further discussion of the proposals submitted based on the initial offers received. The RFP, any addendums, and the proposal of the selected Proposer will become part of any contract initiated by the Parish and LWDB #51.

In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP. The Proposer needs to address the specific language in the sample contract and submit with their proposal any requested contract deviations that their firm wishes to negotiate. The terms for the sample contract may be negotiated as part of the negotiation process with the exception of contract provisions that are nonnegotiable. The Parish and LWDB #51 also reserve the right to negotiate a reasonable cost for these services based on all Proposers' responses or historical prices for the Parish , LWDB #51, or other larger governmental entities. Other negotiations may include revision of non-mandatory terms, conditions, and requirements.

Due to timing issues, the Police Jury and/or the LWDB #51 Board of Directors may take formal action to award the RFP to the Proposer that will be the most advantageous to the Parish and LWDB #51, price and other factors considered pending final contractual negotiations. Whether an award is made or not by the Parish and LWDB #51, if for any reason the Proposer, whose proposal is most responsive to the Parish and LWDB #51's needs, does not agree to the terms of a contract, that proposal may be rejected and the Parish and LWDB #51 may negotiate with the next most responsive Proposer. The final contract form will be reviewed and approved by the Parish and executed by both parties prior to the issuance of a purchase order, if applicable, to complete the process.

1.16 Insurance Requirements

The Proposer will comply with the insurance requirements specified in the attached document or be properly self-insured if the Proposer is a governmental entity. Prior to executing the contract, the Awarded Proposer will provide a Certificate of Insurance to the Parish and/or the LWDB #51 showing evidence of compliance with all insurance requirements. The Parish and LWDB #51 reserve the right to require complete certified copies of all required policies, at any time.

1.17 Goal-Based Governance – Total Quality Management

The LWDB #51 is committed to continuous quality improvement that supports transparency and accountability. To achieve this goal, a primary focus of the LWDB #51 is an ongoing assessment of internal operations and services to customers (job seekers, employers, and providers). Program service providers must be a part of this effort.

The LWDB #51 requires that all Proposers/Service Providers follow a plan for continuous quality improvement of internal operations and customer service that will improve employee, employer, and participant satisfaction. Quality improvement will be monitored by LWDB #51 through benchmark period performance evaluations.

1.18 Proposer's Certification of 2 Code of Federal Regulations (CFR)

Certification of no suspension or debarment: By signing and submitting any proposal, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR. A list of parties who have been suspended or debarred can be viewed via the internet at https://www.sam.gov.

1.19 Notice of Intent to Respond

The Parish and LWDB #51 request that all parties interested in responding to this RFP please provide a notice of intent. An email or memorandum sent to the contact persons listed in section 1.3 of this RFP will suffice for the notice of intent. The notice of intent will in no way bind the Proposer to respond, but it will help the Parish and LWDB #51 to determine how many responses to expect. This RFP will be funded with grant funds, and therefore multiple responses to this RFP are needed to meet the grant requirements. Notice of Intents to Respond are requested to be submitted by 5:00 pm CST on May 15, 2025.

SECTION II. SCOPE OF SERVICES AND BACKGROUND INFORMATION

2.1 One-Stop Operator Responsibilities

LWDB #51's strategic plan calls for a focus on employer services and targeted investments while seeking to influence and align the investments of partner organizations. The cornerstone of the workforce development system is a one-stop service delivery system that serves the needs of dual customers: the employer and the job seeker. This delivery system is the mechanism through which programs and services are integrated within the community.

The role of the One-Stop Operator is to provide quality and effective workforce system services in coordination with our workforce partners to the jobseekers and employers of the parishes comprising LWDA #51. The One-Stop Operator is equivalent to a "mall manager." In this role, the Operator will be responsible for ensuring a seamless delivery of services from all partners. Certain workforce services are integrated into the framework of the one-stop service delivery system and are provided through partner agencies under various funding sources.

In order to deliver on the aspirations of the strategic plan, the One-Stop Operator will:

- Be an inspirational, visionary, goal-driven, highly professional leader;
- Be a skilled communicator;
- Be flexible and willing to change as the needs of the one-stop delivery system change;
- Be willing to support creation of a fully functional integrated American Job Center and affiliated sites, which will involve change and responsiveness to multiple leaders and needs of a variety of customers;
- Have a commitment to partnership; and
- Be willing to work on behalf of LWDB #51 to achieve its vision for a functionally integrated workforce system that is well prepared to meet the needs of the local businesses and job seekers.

The One-Stop Operator or designee may be responsible for the following, in agreement with the LWDB Director.

• Working with all partners to guarantee adaptive technologies are available to support disabled clients and are in good working order and staff are trained in this area;

Memorandum of Understanding (MOU)/Cost Allocation Plan:

- Along with the LWDB #51, the One-Stop Operator will lead and ensure partners are contributing their share of the costs of the center;
- Ensure that all shared costs are transparent to all partners; and

• One-Stop Operator is expected to ensure that all partners adhere to the MOU agreements and report procedures

Partner Training: (Must occur quarterly at a minimum)

- Create well-trained partners by developing and posting opportunities for staff training in areas of leadership, customer service, workforce development, networking, public speaking, and other skills to be determined; and
- Ensure the facilitation of cross training of partners on all services offered by the One-Stop System Marketing
- Promote the services of American Job Center at all workforce development events in LWDA #51, including development of marketing and outreach materials and social content for American Job Center Facebook, and other digital media pages with the support and under the direction of LWDB #51.
- Serve as a liaison to the community, partner agencies and employers for the Workforce System Community/Partner Relations;
- Knowledge of the mission and performance standards of all partners;
- Complying with all policies governing operations of American Job Center;
- Establishing a methodology for measurement; ensuring services, especially workshops, are of the highest quality and are meeting customer needs and the needs of the Calcasieu Parish labor market;
- Collaboration and coordination with LWDB #51 in Region 5 along with other regions in the State;
- Conducting regular surveys and screenings of center-wide customers and staff members for continuous improvement of all services and environments of American Job Center and affiliate sites; and
- Prepare and submit monthly and quarterly reports to the LWDB #51, Executive Committee and One-Stop Committee on operations, performance accountability and continuous improvement processes

2.2 Background (Workforce Innovation and Opportunity Act)

In July 2014, the Workforce Innovation and Opportunity Act (WIOA) was signed into law. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. The Department of Labor (DOL), in coordination with the U.S. Departments of Education (ED) and Health and Human Services (HHS), has worked to prepare everyone for the implementation of WIOA.

Every year the key programs that form the pillars of WIOA help tens of millions of job seekers connect to good jobs and acquire the necessary skills and credentials needed to obtain them, and, in addition, assists current workers with moving up in their organizations and furthering career opportunities. The enactment of WIOA provides an opportunity for reforms to ensure the one-stop delivery system is job driven, responsive to the needs of employers and equipped with the right staff and processes in order to prepare job seekers for jobs that are available now and in the future.

This RFP was created in response to the <u>2014 WIOA Legislation</u> described above. WIOA provides the framework for a national workforce preparation system that is flexible, responsive, customerfocused, and locally managed. Mandatory partners include WIOA Adult, Dislocated Worker and Youth Programs; Wagner-Peyser services; Adult Basic Education; Vocational Rehabilitation; and others specific in the Act. Proposers are strongly encouraged to read <u>Training and Employment</u>

<u>Guidance Letter 04-15</u> issued by the U.S. Department of Labor that outlines the vision for the one-stop system under WIOA.

The spirit of WIOA legislation emphasizes collaboration and the belief that we can accomplish more if we work together to serve participants. Of particular focus in the legislation are the following three (3) key driving messages:

- Local employer and job seeker need drive workforce solutions and service delivery.
- Continuous improvement is critical to providing excellent customer service.
- The workforce system supports strong regional economies and plays an active role in community and workforce development.

The WIOA system is built around six (6) key principles:

- 1) Alignment of Services: Integrating multiple employment and training programs through the one-stop delivery system will simplify and expand services for job seekers and employers. WIOA supports the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system. Local partners will play a key role in policy development that is customized to meet the needs of the community.
- 2) Universal Access: Through the one-stop system, every customer will have access to a set of core employment-related services. WIOA emphasizes the need to increase access and opportunity, particularly for those individuals with barriers to employment, to ensure success in the labor market.
- 3) Relevant and Responsive Programs: WIOA highlights the need to improve the quality and labor market relevancy of community, state and national employment and training programs in efforts to provide workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages; and to provide employers with the skilled workers the employers need to succeed in the global economy. This principle requires local workforce boards to focus on in-demand industry sectors and occupations, including alternative pathways to employment, on-the-job training, internships, and apprenticeships in order to effectively close the skills gap.
- 4) *Integrated Service Delivery*: The legislation promotes improvement in the structure and delivery of services to better address the employment and skill needs of workers, job seekers and employers. Service delivery should be seamless, easy, coordinated, and accessible across multiple partners and populations.
- 5) *Continuous Improvement*: Promoting improvement in the structure and delivery of services to increase the prosperity of workers and employers.
- 6) Local Oversight: Local boards, with involvement from the private sector, will be responsible for program planning and oversight of the local system.

Funding for WIOA is provided through the United States Department of Labor (USDOL)/ Employment and Training Administration (ETA) which uses statutory formulas to determine the amount of grant funds each state (or outlying area) receives. These funds are sent to each state. Louisiana Workforce Commission, Office of Workforce Development distributes the funds to each of the fifteen (15) Local Workforce Development Areas based on federal formulas.

WIOA Funding Flow follows:



2.3 Local Workforce Development Area #51

In the state of Louisiana, the Local Workforce Development Area #51 is one of fifteen (15) Local Workforce Areas. Local Workforce Development Area #51 is hereafter referred to as LWDA #51. LWDA is in Region 5 and consists of the following parishes: Allen, Beauregard, Calcasieu, Cameron, Jefferson Davis, and Vernon.

The Calcasieu Parish Police Jury has been granted WIOA designation by the Governor of Louisiana and is the fiscal agent for this federal program. The Calcasieu Parish Police Jury has appointed a thirty-two (32) member Board for staggered three-year terms. The Board consists of nineteen (19) private sector and thirteen (13) public sector members to function as the LWDB #51 for the purpose of providing strategic guidance and oversight of the workforce development system for the area and to promote and develop a workforce system that is responsive to the needs of business and job seekers resulting in increased economic prosperity in the region and the State. Its oversight responsibility includes designation of local One- Stop Operator, location and certification of the One-Stop Centers, designation of Title I Adult, Dislocated Worker, Youth and Business Services providers, selection and monitoring of workforce development service providers and leading integrated service delivery efforts, creating policies, and setting local performance standards.



The LWDB #51's mission: "We are a partnership of local community organizations and employers providing a comprehensive range of useful career and employment services, job training, and upto-date information which will empower our job seeker customer to become self-sufficient and improve their overall quality of life AND to provide our employer customer with the opportunity for workplace proficiency and to provide a pipeline to connect them to the applicant pool in a demand driven market AND to serve both customers in a quality manner through continuous improvement. We put people to work."

is available Jury's LWDB#51's regional plan on the Police website at www.calcasieu.gov/LocalWIOAPlan. LWDB #51's regional plan presents a vision that is aligned with the State's vision of a workforce system designed to provide pathways to sustained employment opportunities for all Louisianans. Individuals who are receiving public assistance, the unemployed or underemployed, those who are deficient in basic skills, as well as persons with disabilities, including disabled veterans, and others with barriers to employment are the targeted population. These individuals should have access to education, training, and supportive services needed to prepare for secure, high demand occupations that pay family-sustaining wages. Further, LWDB #51 agrees with the Louisiana Workforce Investment Council's (State Workforce Board) support for the development of an employer led, demand-driven workforce system based on occupational forecasts in which training, education, and services for jobseekers prepare LWDB #51 residents and other Louisiana residents for high wage, high demand career opportunities in Louisiana.

2.4 LWDA #51 American Job Center and Affiliated Sites (American Job Centers)

LWDB #51's Workforce Development System brings together a wide variety of Federal, State and local program partners, integrates the provision of their services and provides a full-range of assistance to job seekers and employers currently at the American Job Center located on 3rd Street, Lake Charles (comprehensive one-stop center) and the Beauregard American Job Center as well as affiliated sites located on the SOWELA Lamar Salter Campus (Leesville), and the Oakdale SOWELA Campus (Allen Parish).

Examples of the services provided at the American Job Center and affiliated sites include:

- Job-search and job-placement assistance
- Access to computers, internet, fax machines and printers for job search purposes
- Access to job listings
- Labor market information
- Assistance in preparing resumes
- Comprehensive assessment of job skills, abilities, aptitudes and needs
- Career coaching
- Workshops on topics such as interviewing skills, networking, work skill upgrades
- Case management
- Pre-vocational services
- Information on Unemployment Insurance
- Individual employment plans
- Referrals to training, education, and related supportive services
- Outreach and recruitment for Business Services

The role of the One-Stop Operator requires complete oversight and management of daily operations in these centers, in conjunction with the LWDB Director.

Note: In Program Year 2024, the American Job Center and affiliated sites were visited by <u>14,525</u> adults and <u>1,512</u> young adults (youth) seeking to enter the workforce or to upgrade their skills for a better job.

Physical locations of the centers are:

American Job Center Allen Parish

2424 3rd Street / PO Box 1299 Sowela Technical Community College - Oakdale

Lake Charles, LA 70601 117 Highway 1152, Phone: 337-721-4010 Oakdale, LA 71463 Fax: 337-721-4187 (318) 335-3944

Beauregard Parish 1102 Vernon Parish

West 1st Street Sowela Technical Community College

Deridder, LA 70634 Lamar Salter- Leesville

Phone: 337-462-5838 15014 Lake Charles Highway Fax: 337-462-6115 Leesville, Louisiana 71446

(337) 421-6565

American Job Center site hours: 8:00 AM to 5:00 PM Monday, Tuesday, Wednesday, and Friday. Thursday's schedule is 8:00 AM to 3:00 PM.

Oakdale and Leesville Site hours of operation vary. Currently, the Oakdale site office hours are Tuesday and Wednesday 9:00 a.m. to 3:00 p.m. and the Leesville site office hours are Monday 9:00 a.m. to 3:00 p.m.

Under WIOA, mandated LWDB #51 Workforce Development System partners include the following (Section 121 (b)(1):

- WIOA Title I programs (Core partner)
- Wagner-Peyser programs (Core partner)
- Adult Education and Literacy programs (Core partner)
- Rehabilitation Act programs (Core partner)
- Older Americans Act programs
- Perkins postsecondary vocational education activities
- Trade Adjustment Assistance and NAFTA-TAA programs
- Veterans Employment and Training
- Community Service Block Grant employment and training activities
- HUD employment and training activities
- Unemployment compensation programs
- Temporary Assistance for Needy Families (TANF)
- Job Corps
- Small Business Administration

SECTION III. PROPOSAL FORMAT AND EVALUATION CRITERIA

3.1 Proposal Submittal Format

This section provides important information on the format the proposers should follow to prepare an RFP response. This information is contained in the proposal evaluation criteria section and other applicable forms, certifications and other requirements are provided in the attachments section.

- A. Checklist (Item 1 below)
- B. Cover Sheet & Proposal Form (Item 2 below)
- C. Executive Summary (Item 3 below)
- D. Proposal Narrative (Items 4-6 below)

Insert the Proposal Narrative after the Proposal Cover Sheet Form and Executive Summary. The narrative portion of your proposal should be 15 pages or less, single-spaced using 1-inch margins, on 8 ½" x 11" paper, with a 12-point Times New Roman font. The Proposal Narrative should follow the following format in the order shown. This format coincides with the proposal evaluation criteria identified in proposal evaluation criteria below.

- E. Proposed Budget (Item 7)
- F. Representations and Certifications (Item 8)

3.2 Proposal Evaluation Criteria

Proposals will be evaluated and scored in accordance with the criteria detailed below. Proposers may score a total of one hundred (120) points based on responses to the questions/request for information for the criteria listed below.

1. Proposal Checklist	5 points
2. Coversheet (Program Information Summary) & Proposal Form	5 points
3. Proposal Executive Summary	5 points
4. Organizational Experience and Past Performance	20 points
5. Relationships and Collaboration	10 points
6. Operator Plans/Program Approach	50 points
7. Operator Plan Budget and Budget Narrative	20 points
8. Representations and Certifications	5 points
Total Possible Points	120 points

All sections are required to be completed. Any incomplete sections may eliminate your proposal from further review. The maximum number of points available is one hundred twenty (120), in accordance with the criteria detailed below.

3.3 Proposal Submittal Format

This section provides important information on the format the proposers should follow to prepare a proposal response. This information is contained in the proposal evaluation criteria section and other applicable forms, certifications and other requirements are provided in the attachments section.

A. Proposal Checklist.....(0-5 points)

Complete the Checklist of Required Documents included in Attachment A and include it as the first page of your proposal response.

B. Coversheet (Program Information Summary) & Proposal Form.....(0-5 points)

Complete the requested information on the Cover Sheet Form (Attachment A) and include it as page number two of your proposal response. The Proposal Form located in Attachment A must be completed and signed. The Proposal Form should be the third page of your proposal response.

C. Proposal Executive Summary.....(0-5 points)

The Executive Summary (2 pages maximum) should be submitted on the organization's letterhead and should provide:

- 1. An overview of the organization's qualifications, including the number of years it has successfully provided services with the types of job seekers and communities served;
- 2. If submitting as a formal partnership or collaboration, identify all key partners and the lead entity; and
- 3. A concise description of the proposed services, including a plan to integrate partner services.

D. Organizational Experience and Past Performance......(0-20 points)

This category will evaluate previous experience in providing Operator services, including the ability to deliver as proposed, attain, track and report outcomes. Evaluation of the performance and management capability of the proposing agency(s) includes:

- 1. Compatibility between proposing agency's mission and LWDB #51 goals;
- 2. Administrative experience and capacity;
- 3. Experience managing facilities, technology, staff training, marketing, and negotiations for resource sharing among partners; and
- 4. Experience in implementing systems and/or processes.

Organizational Experience and Past Performance (Maximum 3 pages)

Please respond to the questions/request for information below in the order in which they are asked:

- a. Describe your agency's vision, mission, staffing and service expertise, services provided, current customer base, funding sources, and funding stability.
- b. Describe how this proposal relates to your organization's goals and to LWDB #51's strategic plan goals.
- c. Describe your organization's and staff's experience related to one- stop operations and your organization's capacity to carry out your proposed Operator services.

- d. Describe your experience in implementing systems and/or processes similar to workforce development activities. What were they, how were they implemented, and how did you measure their success?
- e. Describe the qualifications for staffing the One-Stop Operator. If staff has already been selected for this project, provide name, experience, and qualifications including related knowledge, skills, and abilities of the person who will perform the duties of the One-Stop Operator. Include a resume and/or a one-page narrative of the current or planned staff qualifications.
 - 1. *Resumes for specific staff that have been selected for this project may be submitted as attachment(s) and will not count against the Maximum 3 pages for this section.
- f. Describe all experience you have related to the Workforce Investment Act/Workforce Innovation and Opportunity Act (WIA/WIOA) or other Federal or State programs and legislation.
- g. Describe your experience in delivering similar programs or services.
- h. Provide a detailed summary of similar experience with data and references.

E. Relationships and Collaboration.....(0-10 points)

This category will evaluate the proposing agency's current and proposed partnerships with WIOA core partners and other community partners. Evaluation of this section includes: 1. Evidence of credible and realistic partnerships;

- 2. Previous experience and effective partnerships with LWDB #51 or the American Job Center Network:
- 3. Collaboration with Wagner Peyser (State), Adult Education, Vocational Rehabilitation, Community College, and other mandated WIOA partners.

Relationships and Collaboration (Maximum 3 pages)

Please respond to the questions/request for information below in the order in which they are asked.

- a. Describe your partnerships with Louisiana Workforce Commission Office of Workforce Development, Adult Education, Vocational Rehabilitation, and other WIOA-mandated partners. Be sure to include a clear statement of relationship between your organization and each partner, how your past relationship will support your role as Operator, and how you will foster shared values, outcomes, and resources for the betterment of the workforce development system.
- b. Describe (if applicable) any past partnerships with LWDB #51, the Parish or the American Job Center Network.
 - 1. NOTE: Please provide proof of these relationship and collaboration through MOUs and/or contracts with partners and include as attachment(s) to the proposal. MOUs and/or contracts that are included as attachments(s) will not count against the Maximum 3 pages for this section.

F. Operator Plans/Program Approach.....(0-50 points)

This category will evaluate the feasibility and adequacy of operator services and processes, including evaluation of:

- 1. Leadership, creativity, flexibility, and innovation;
- 2. Experience operating one-stop centers, and/or affiliate sites;
- 3. Creativity in developing MOUs/Cost Allocation Plan for the one-stop delivery system;
- 4. Expertise in procuring, securing, and managing technology;
- 5. Professional development of staff;
- 6. Plan for developing creative and effective outreach strategies for the AJC offices;
- 7. Performance measurement process and systems to evaluate effectiveness

Operator Plans/Program Approach (Maximum 7 pages)

Please respond to the questions/request for information below in the order in which they are asked.

- a. Describe your plan in developing and implementing an integrated one-stop system/center, managing multiple locations, and working with staff and partners to design, organize and manage space configurations. Describe (if applicable) your current experience to date with managing LWDB #51 facilities or other American Job Center Network comprehensive sites and affiliate sites.
- b. Describe your plan to offer, and manage core workforce development classes and services.
- c. Describe your plan to manage and support appropriate technology, including adaptive technology, for one-stop centers as well as manage, support, and ensure that all equipment (computers, accessibility equipment Etc.) is secure and maintained in good working condition.
- d. Describe your plan for developing, managing and ensuring a fair and equitable MOU/Cost Allocation that looks beyond simple space and supply sharing to distribute the cost of supporting the Workforce Development System across the Core WIOA partners (WIOA Title I Adult, Dislocated Worker and Youth, Parish Department of Human Services, Division of Vocational Rehabilitation, Adult Education and Family Literacy, etc.) and other one-stop partners.
- e. Describe your plan to create a well-educated partner by developing and posting opportunities for training in areas of leadership, customer service, workforce development best practices and skills, human-centered design, networking, social media, public speaking, and others.
- f. Describe your plan for promoting the services of the one-stop centers and affiliate and comprehensive sites, including the development and distribution of marketing and outreach materials. Explain the process by which the materials. will be developed, standards imposed and coordination with the partners. Please be detailed about how you will target and serve specific WIOA populations with barriers (including, but not limited to the

- long-term unemployed, underemployed, veterans, youth, minorities, individual with disabilities, etc.).
- g. Describe your plan and what performance indicators will be used to evaluate the success of the One Stop Operator and drive continuous improvement. Describe the process and tools you will use to measure and track items such as: customer service evaluations, number of referrals that result in services being rendered, effective management of cost allocation agreements, number of partners physically located in the one-stop center, and an increase in the number of customers receiving services.

G. Operator Plan Budget & Budget Narrative.....(0-20 points)

This category will evaluate the cost of the proposed plan. The Budget will be reviewed for accuracy and completeness. Additionally, all proposals will be reviewed for costs that are reasonable, plausible, fully justified, and competitive as measured by the review of the lineitem budget, the plan's feasibility, and comparison to all other proposals.

Please complete the forms attached and labeled Item #7.

Note: The budget that is proposed will not necessarily be the amount funded.

Operator Plan Budget (Maximum 2 pages)

Please respond to the questions/request for information below in the order in which they are asked.

Present a program budget by line item using the Budget Information Forms attached. Proposers should refer to the Budget Information section of this RFP for additional information regarding budget content. To clarify their budget, the proposer will prepare a one-page narrative to include those comments.

Proposers should note that they are not required to provide rent, utilities, telephone service and telephones, internet service, supplies used by workforce customers, janitorial services, lawn and grounds maintenance, equipment purchases, equipment maintenance, equipment software, and assessment supplies for the American Job Center and affiliated offices. All items will be provided by the LWDB #51 for the workforce area.

The budget should be presented for the period of time that is noted in the Purpose of RFP section of this Request for Proposal.

Proposers should provide an Annual Budget (12 Month Period). For the initial term, the Budget will be calculated as: Annual Budget to represent the fiscal year of the initial contract.

The annual budget will be the basis used for contract extensions in Years 2, 3 and 4.

Proposers should include costs such as, but not limited to:

- Salaries and/or wages
- Medical benefits
- Travel and training
- Insurance
- General Liability
- Workers Compensation
- Unemployment Insurance
- Profit (If Applicable)

Proposers should NOT include in the budgets any amounts that are to be paid by the LWDB #51 and/or the Employer of Record. Costs which are NOT to be included in the budgets are:

- WIOA Programs (Adult, Dislocated Worker and Youth) staff wages, benefits, insurance, travel, and training
- o Direct client costs including:
- Work experience costs Job shadowing, and Internship wages paid by the WIOA program (includes stipends that may be paid in lieu of wages)
- o Tuition costs for Occupational Skills Training via Individual Training Accounts (if applicable)
- Supportive services
- o OJT reimbursements to employers
- Costs for special projects approved by the LWDB #51
- Costs for providing youth elements

Proposers should be aware that the contract issued will be a **cost reimbursement contract**. The proposer must submit an invoice accompanied by the appropriate documentation in order to receive reimbursement for the costs. This may include copies of paid invoices, check registers, and similar documents.

H. Representations and Certifications......(0-5 points)

Please complete the forms attached and labeled as Item #8.

3.4 Proposal Review and Evaluation Process

Responses to this RFP will be evaluated by a Review Committee consisting of LWDB #51 staff in accordance with the following criteria and corresponding point system. Responses should include information specifically addressing the selection criteria. Information furnished should reference the selection criteria number.

Proposers or their agents are prohibited from lobbying members of the Police Jury, review committee, or other staff on this project. Failure to comply with this clause will be grounds for rejection of their proposal as non-responsive.

As previously stated, the Parish reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted.

Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become part of the Parish and LWDB #51 official file without obligation to the Parish and LWDB #51. Upon opening, proposals become public record and may be subject to public disclosure.

Proposers will address the questions or request for information listed under the "Proposal Evaluation Criteria" above. Proposers are to indicate in their proposal which item number is being answered so that proposals can be evaluated accordingly. Proposals that are not in order, or that are difficult to understand may be rejected.

Proposals will be screened for compliance with the federal and state Workforce Innovation and Opportunity Act (WIOA) requirements and compliance with the specifications of this RFP through the following process:

Phase I

The Parish's Purchasing department will initially evaluate each proposal for acceptability, with emphasis placed on completeness and responsiveness to the mandatory criteria. The following minimum criteria will be used to determine which proposals will continue on to Phase II:

■ The proposer has addressed all mandatory items stated in the RFP; ■ The proposal is submitted in accordance with the RFP

Phase II

Proposals that have met the minimum criteria, as stated above, will then be reviewed, and ranked by the One-Stop Operator Evaluating Committee (OSOEC). The OSOEC is a five (5)-person committee that has been recommended and approved by the LWDB #51 Executive Committee. Proposals will be ranked based on evaluation criteria outlined in the "Proposal Evaluation Criteria". These rankings will be used as a guide for discussion and determination of recommendations. **Note: LWDB #51 retains the right to request additional information or request oral presentations from Proposers. If the response does not adequately address the services and outcomes requested, the committee may recommend that no award be made.

Phase III

The recommendations of the One-Stop Operator Evaluation Committee will be presented to the LWDB #51 Executive Committee who will then present the recommended proposal to LWDB #51 for approval. The recommendation of the LWDB #51 will be sent to the Calcasieu Parish Police Jury (Fiscal Agent) for approval and award by the Police Jury. All contract awards will be considered provisional, pending receipt of any additional documentation regarding administrative qualifications and/or any other areas of concern and the successful completion of contract negotiations.

Phase IV

The proposer selected for award should be prepared to give a short oral or written presentation to the LWDB #51 at the LWDB's next scheduled meeting. The presentation should provide a brief synopsis of how the One-Stop Operator services will be implemented and managed.

ATTACHMENT A REQUIRED PROPOSAL FORMS

CHECKLIST OF REQUIRED DOCUMENTS (Include this sheet as first page of packet) Checklist Cover Sheet Program Information Summary Sheet (Must use enclosed form) Proposal Form (Must use enclosed form) Responses to PROPOSAL EXECUTIVE SUMMARY Responses to ORGANIZATIONAL EXPERIENCE AND PAST PERFORMANCE Responses to RELATIONSHIPS AND COLLABORATION Responses to OPERATOR PLANS/PROGRAM APPROACH Responses to OPERATOR PLAN BUDGET AND BUDGET NARRATIVE Proposed Budget (Include all Budget Forms) Responses to REPRESENTATIONS AND CERTIFICATIONS General Assurances WIOA One Stop Operator Required Certifications Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements Louisiana Certificate Regarding Conflict of Interest Insurance Certificate

Organization's Charter or Articles of Incorporation (if applicable)

Corporate/Board Resolution (if applicable)

Occupational License

COVER SHEET

Workforce Innovation & Opportunity Act Request for Proposal (RFP)

One Stop Operator

Program Information Summary Sheet

NAME OF ORGANIZATION					FEDERAL ID
					NUMBER
				7770	
MAILING ADDRESS	CITY	STATE ZIP CO	ODE	PHON	NE NUMBER
CERTEE A DEDEGG	CHENT	CT TT ZID CC		EMAI)
STREET ADDRESS	CITY	STATE ZIP CO	DE .	EMAI	L ADDRESS
CERTET'A DORECC OF ONE CTOR C	SENTED CITY	STATE ZI	P CODE	DITO	TE " AT ONE STOD
STREET/ADDRESS OF ONE STOP C	CENTER CITY	STATE ZII	PCODE	CENT	NE # AT ONE STOP YER
j [.]				()
LEGAL SIGNATORY NAME	TITLE		PROJECT CONTACT PERSO PHONE	N N	
Туг	oe of Organization	– Please che	ck the following that	apply	
□ Public □ Private					
□ For Profit □ Nonprofit					
☐ Single entity					
- -	including a consortium of	entities that, at a n	ninimum, includes 3 or more	of the one-	stop partners described
On page 56010 to 56011 in the Regu	ē				
□ an institution of higher e	ducation				
☐ an employment service S the agency;	State agency established ur	nder the Wagner-P	Peyser Act (29 U.S.C. 49 et. S	eq), on beh	nalf of the local office of
	;anization or entity, non;	profit organizatior	n, or □ intermediary; □ a priva	ate for-prof	fit entity
□ a government agency; a	and				
	nization or entity, which ma	ay include a	□ local chamber of commerce	e or	
-	ation, or □ a labor organiza	-			
_	_		oe eligible for designation or c	certification	as one-ston onerators.
*			areer and technical education s		
except that □ nontradition designation or certification	-	0018 and 11 area ea	Feet alia tecinical education .	3CI10013 1111	y be eligible for such
☐ Demonstrated Performan					
☐ Located in the local area					
Which parish is your ent	•	n □ Beauregard	□ Calcasieu □ Cameror	n □ Jeff	Davis □ Vernon
List the primary function of your Organiz		6			24 (-2 - 1
	FISCA	AL INFORM	ATION		
FISCAL YEAR RUNS FROM TO		EXPECTED DATE		DATE OF	
		BOOKS TO BE A	AUDITED	RECENT FILE	AUDIT ON
NAME OF AGENCY WHO AUDIT BOOKS	S		,		PHONE #
		·			THORE II
STREET/MAILING ADDRESS		CITY	STATE	ZIP COI	DE .
FISCAL AGENT: You must be prote	ected with funds from some				
etc. Are you the Fiscal Agent for you			г ст	******	y y =
If "no" then Who is the Fiscal Agent	_				
Wil - !- 41 - E! Downsontative in	· A0				
Who is the Fiscal Representative in	your Agency?				

PROPOSAL FORM



CALCASIEU PARISH POLICE JURY (FISCAL AGENT) PARISH OF CALCASIEU, LOUISIANA

On behalf of

WORKFORCE DEVELOPMENT BOARD (WDB) A PROUD PARTNER OF THE American Job Center

Please read entire proposal carefully and ensure that all requirements have been addressed. By signing this proposal, the proposer certifies compliance with all instructions to proposers, terms, conditions, and specifications, and further certifies that this proposal is made without collusion or fraud. This proposal is to be manually signed in by a person authorized to bind the vendor. All proposal information shall be made with ink or typewritten. Any cost incurred by the vendor in preparing or submitting the Proposal are the responsibility of the Vendor and will not be reimbursed by the Calcasieu Parish Police Jury or the Workforce Development Board. This proposal form must be signed and included with the sealed proposal package.

Each Proposer should submit the following: (a) one (1) original response (marked original), (b) five (5) copies of the proposal (marked copy) and (c) an electronic media copy (cd, thumb drive, etc.) of the proposal.

INDIVIDUAL NAME		
DOING BUSINESS AS		
COMPANY:		
NAME OF PERSON AUTHORIZED TO SIGN:		
TITLE		
MAILING ADDRESS:		
SIGNATURE:	(Must be Signed) DATE:	
PRINTED NAME:		
FEDERAL I.D. NUMBER:	TELEPHONE:	

FAX NUMBER:	E-MAIL

Item 7: Budget Narrative, Budget & Worksheets 20 Possible Points

BUDGET NARRATIVE, BUDGET & WORKSHEETS

PROPOSED BUDGET FOR WIOA PROGRAM

COMPLETE APPROPRIATE BUDGET WORKSHEETS & ENTER TOTALS ON THIS PAGE
All line items subject to Negotiation.

 Use US dollar amounts only; ANY "CENTS" SHOULD BE ROU 	INDED to the nearest doll	ar amount. ●
	1	2
COST CATEGORY	PROGRAM	TOTAL
1. STAFF SALARIES		_
2. STAFF FRINGE BENEFITS		
3. MILEAGE Rate: \$0.67 Cents		
4. TRAVEL		
5. TELEPHONE/INTERNET		
6. POSTAGE		
7. ONE STOP SUPPLIES		
7. ONE STOP SUPPLIES		
8. COMPUTERS & PROGRAM EQUIPMENT		
9. FACILITY RENT/USAGE FEE		
10. UTILITIES		
10. UTILITIES		
11. RECRUITMENT MARKETING/PRINTING		
12. APPROVED INDIRECT COST RATE		
13. PROGRAM INCOME/PROFIT		
I THO GIVEN THE CONTENT NOT IT		
14. OTHER COSTS		
GRAND TOTAL		
GRAND IUIAL		

All budget line items will be negotiated with the Workforce Development Board Staff at a time designated following program awards should your project be funded.

PROJECTED SPENDING SCHEDULE (CUMULATIVE)

	Jul 2025-Sept 2025	Oct 2025-Dec 2025	Jan 2026-Mar 2026	Apr 2026-Jun 2026
FUNDS TO EXPEND				

COMPLETE THE FOLLOWING BUDGET WORKSHEETS AND ENTER THE AMOUNTS ON THE BUDGET (FIRST PAGE OF SECTION III)

Item 7-Continued BUDGET WORKSHEETS

1. STAFF WAGES: Use this page to accumulate the figures from the Job Title Worksheets. Be sure your numbers add up to these: Col. 5+7=100% and Col 6+8= Col 4

STAFF MEMBER JOB TITLE	Pay Periods Per Year	AMOUNT OF PAY per Pay Period	TOTAL ANNUAL PAY RECEIVED Col 2 x Col 3	%	WIOA Program Col 4 x Col 5	%	OTHER WIOA OR NON-WIOA PAY (Specify) Col 4 x Col 91
1							
2							
3							
4							
5							
6							
7							
8							
9							
TOTALS							

2. FRINGE BENEFITS WORKSHEET

___ Assessment

__ Case Management

Enter fringe benefits from Job Title Worksheets & calculate total here.

JOB TITL	E & STAFF MEMBER	WIOA PROGRAM	OTHER Non-WIOA Fringe	TOTAL FRINGE
OTAL FRINGE BENEFI	TS			
olicate as necessary for each Positi				
o # Job Title:	Emp	oloyee		
nual Salary <u>\$</u>	Total Annual Nun	nber of Hours work	ked in this position <u>#</u>	
lculated Hourly Wage (Ar	nnual Salary Divided by Total Ho	ours) <u>\$</u>	This Position is: []	Full-time [] Part-
ich program activity(ies) will this	s staff member be assigned to?			
ne-Stop/Career Services	<u>Adult</u>	Dislocated World		<u>h – Comp.</u>
Membership	Classroom Training	Classroom Tra		assroom Training
Skills Development	OJT-Adult	OJT		ork Experience
Re-Employment	Assessment	Assessment	· · · · · · · · · · · · · · · · · · ·	sessment
	Case Management	Case Manager Relocation		se Management
	Support Unallocated	Relocation Support		oport allocated
	Monitoring	SupportUnallocat		nitoring
Other - NEG			11101	8
Monitoring				
ot				
Classroom Training				
Classroom TrainingOJT				

Vacation

_Administration

Support Monitoring Unallocated	Sick Leave Unallocated ETO Holiday Leave Without	Pay	
JOB SPECIFICATIONS:	JOB DESCRIPT Complete the following table outlining tasks of		
Specify Duties to Be Perform (This list should be compared with the list o regarding Cost Categories and allowable Tr	f activities in the Bidder's Handbook	How often is this task performed? Daily Weekly Monthly	Wentire Program Year Total
1			
2			
3			
4			
5			
6			
7			
Special Training/Cer	c outlined in Job Characteristics. Attack be builted as soon as position is filled.) any) Required (if any) fork Experience Field Required (if tification Required (if any) lividual required for this position (ach Résumé of Staff membe	er employed in this position.
Staff Name:	Job Title:		Date Employed
IS THIS JOB POSITION: [] Co	st Reimbursement = position is part of your r		1 ,
_	pplemental = position is over and above regul		
Regular Work Schedule: Li		Hours each day devoted to	WIOA Project.
Workday Begins at []a.m., Ends a	t []p.m., with Lunch from [] to [] = Fri	[] hours per day Days of the Total Hours Worked []	2

Paid Holidays:

List Paid Holidays. Must be documented by personnel policy.

SALARY FROM ALL SOURCES (Complete information below and transfer to Staff Worksheet)

Column 2 = Pay Period [] Weekly=52; [] Every 2 weeks=26; [] Monthly=12 [] Other = Specify #

Column 3 = Hourly Rate \$____ x Hrs./Pay Period #____ = Pay Per Pay Period \$

2 # of Pay Periods per year		3 \$ Amt. of Pay per pay period		4 Total Annual Pay	5 % WIOA Prg.	6 Program Cost Category AMOUNT	7 % non- W0IA	8 Other W0IA OR Non-W0IA Pay AMOUNT
	X		II					

Transfer this information to the Staff Worksheet of Wages

WIOA PROJECT

Pay per Hour		# Hours/Week		# Weeks of Project		Total WIOA Salary**
	X		X		=	

Total WIOA Salary should be the same as the amount in Columns 6+8

FRINGE BENEFITS Submit copy of personnel policy that stipulates payment of these items.

Specify all fringe benefits that your organization pays on behalf of this Job Position.

FRINGE BENEFITS PAID BY YOUR ORGANIZATION	AMOUNT	PAID
1. Employer's Share of Social Security (6.2%) & Medicare (1.45%) 7.65%		
2. Retirement - Give amount		
3. Unemployment Insurance (SUTA)- Give Amount and %		
4. Workman's Compensation (List here or with Insurance) - Give Amount		
5. Health Insurance/Hospitalization-Give Amount Employers Share		
6. Life Insurance-Give Amount Employer's Share		
7. Special Assessment (1.4%)		
8. Federal Unemployment Tax Assessment (FUTA)		
9. TOTAL FRINGE	\$	*

PROGRAM PORTION	Other WIOA or
OF FRINGE	Non-WIOA Portion of Fringe

*TOTAL FRINGE	*TOTAL FRINGE
Line 9 \$ X % Col 5	Line 9 \$ X % Col 7
=	=
······s	\$

Transfer this amount to Fringe Benefits Worksheet.

3. MILEAGE

Mileage is travel in town that is necessary to serve participants. Mileage is in town travel that is used by Staff to conduct program operations. The allowable mileage reimbursement rate must be documented by your Personnel Policy. Attach a copy of the page of your Personnel Policy that specifies the mileage rate. It cannot exceed the Federal Mileage Rate

Staff Position Requiring Travel	Program Staff Miles	Reason for Travel
TOTAL MILEAGE		
Multiply by Mileage Rate		
Total Mileage Expense		

Transfer total to Budget Sheet, Line 3.

4. TRAVEL

Travel is for the Costs of attending various workshops and conferences. These may be in or out of town. Allowable items are Registration Fees, Lodging, Meals, Mileage, Parking Fees, (No lodging or meals will be paid for in town workshops). All requests to attend Workshops must be submitted in writing to the (WDB Director OR Local Area Coordinator OR Site Coordinator) and approval must be gained before staff may attend. A copy of the Conference Brochure, Agenda, or Notice from the Louisiana Workforce Commission plus a statement of how the subject matter under discussion at the workshop will benefit your WIOA project must be included with the written request to attend. If you know at this time the names of your staff who will attend training, complete the information on the chart below. Otherwise, complete as much of the form below as possible to cover any anticipated travel. One

Attach a copy of the "TRAVEL" section of your Personnel Policy to document travel allowances.

Staff Position Requiring Travel	Date of Conf.	Registration Fee	Lodging	Meals	Mileage /Travel	Misc. Costs	TOTAL

Month	aly rate for this line: \$	X # Months WIOA	Project	= \$	
Long I	Distance Calls (Estimate Cos	st for WIOA):_\$			
Month	nly Internet Charges to benefi	it the WIOA project \$			
CALCULATE Total to Budget	TOTAL TELEPHONE EXP	ENSE	\$	* *7	Transfer this
POSTAGI	E				
Mail outs on beh	E nalf of WIOA participants or Ca e considered "Program." Give e			orrespondence	with Staff, etc. are

Making phone calls on behalf of WIOA participants does not increase your telephone bill. Therefore, WIOA will only pay for telephone lines dedicated to WIOA. Long distance calls regarding WIOA participants are allowable. A telephone log must be

7. ONE-STOP PROGRAM SUPPLIES

TOTAL COST OF POSTAGE

TOTAL COSTS

5.

6.

*Transfer total to Budget Sheet, Line 4.

TELEPHONE/INTERNET

Consumable materials and supplies needed to operate the project used by PROGRAM STAFF.

NOTE: Procurement Policy of the Calcasieu Parish Police Jury must be followed unless your policy is more restricted. In that case, follow your policy. Any item over \$500 per unit monetary value requires prior approval by the Calcasieu Workforce Center. Appropriate Number of bids must be obtained for the items and submitted to WIOA. The low responsive bid must be purchased. Title to all tangible, durable property, regardless of monetary cost, is maintained by the Calcasieu Workforce Center and must be returned upon termination of the contract.

NOTE: Any item over \$5000 per unit monetary value requires <u>written</u> prior approval of the Calcasieu Workforce Center and the <u>Louisiana Workforce Commission</u>. Such item is considered WIOA property and will be maintained on an inventory list, submitted to the Louisiana Workforce Commission. Title to all tangible, durable property, regardless of monetary cost, is maintained by the Calcasieu Workforce Center and must be returned upon termination of the contract.

^{*}Transfer total Postage to Budget Sheet Line 6.

Name of Item	Vendor	Unit Cost	Number Needed	TOTAL COST
TOTAL COST				*

^{*}Transfer total to Line 7 of Budget, Program Cost Category.

8. PROGRAM EQUIPMENT

Program Equipment that is necessary to operate the project is allowed and must be used to benefit WIOA Participants. Where possible, service providers should confer with WIOA so that purchases would be compatible with other WIOA equipment for the purpose of transferability.

For items that fall into the next two categories, a letter of request to the Calcasieu Workforce Center must be submitted with three bids for the equipment.

NOTE: Procurement Policy of the Calcasieu Parish Police Jury must be followed. Any item over \$500 per unit monetary value requires prior approval by the Calcasieu Workforce Center. Appropriate Number of bids must be obtained for the items and submitted to WIOA. The low responsive bid must be purchased. Title to all tangible, durable property, regardless of monetary cost, is maintained by the Calcasieu Workforce Center and must be returned upon termination of the contract.

NOTE: Any item over \$5000 per unit monetary value requires **written** prior approval of the Workforce Development Board Director and the <u>Louisiana Workforce Commission</u>. Such item is considered WIOA property and will be maintained on an inventory list, submitted to the Louisiana Workforce Commission. Title to all tangible, durable property, regardless of monetary cost, is maintained by the Calcasieu Workforce Center and must be returned upon termination of the contract.

Unexpected repair of WIOA-owned equipment may occur. Such request for repair should be submitted to the Workforce Development Board Director for consideration and is not to be listed in the Budget.

Complete the Equipment Needs List on the Following Page.

EQUIPMENT NEEDS LIST

YOU MUST FOLLOW THE PROCUREMENT POLICY OF THE CALCASIEU PARISH POLICE JURY WORKFORCE DEVELOPMENT BOARD EXCEPT IN AREAS WHERE YOUR AGENCY'S POLICY IS MORE RESTRICTIVE--IN WHICH CASE, FOLLOW YOURS). THE APPROPRIATE NUMBER OF BIDS ARE REQUIRED. YOU MUST PURCHASE THE LOWEST RESPONSIVE BID ITEM. YOU MAY BE REQUIRED TO SUBMIT THE ORIGINAL COPIES OF THE BIDS TO THE WDB STAFF DIRECTOR PRIOR TO PURCHASE.

State Contract: Agencies who are authorized to purchase items on State Contract do not need to submit bids for the item(s) they are purchasing. Agencies should submit a letter to the WDB Director verifying that they are authorized to purchase on State Contract. Approval from the WDB Director is still required prior to making the purchase.

NOTE: WDB approval of your proposed project does not constitute approval of individual equipment purchase. A separate letter of request to the WDB Director is required subsequent to approval of the RFP and contract negotiation.

SPECIFY EQUIPMENT	VENDOR/SUPPLIER	UNIT COST	QTY.	TOTAL COST
TOTAL EQUIPMENT				\$ *

^{*}Transfer Total to Budget Line 8.

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_	of a facility to train WIOA participants is an allowable cost. Rent must be calculated on a square footage basis.
Who	owns the Property you are using:
Name	e of Landlord:
Addres	s of Facility or Facilities:
How	many square feet of space is utilized by the WIOA Project?
What	is your rental charge per square foot? Documentation must be provided on this rate by submitting a copy of your lease agreement. Agencies seeking reimbursement for Rent must demonstrate how you arrived at the rate you are charging per square foot.

What Utilities/Services are included in your rental fee?

<u>Draw OR attach a Diagram of your facility.</u> Give size of each room. <u>Indicate which rooms are used by WIOA Participants & Staff.</u>

Total Square Feet	Rental Rate per	# Months WIOA Project uses facility	Total Rent
used by WIOA	Square Foot	Project uses facility	

		X		X		-	*\$		
Tuane	sfer total to Bud	laat	Chart Lina 0						
rans 10.	yer waa to buu UTILITIES	_	Sheel, Line 9.						
10.	Utilities necessa	ry fo	or the operation of the Wl s are shared with other pr				Such items as Gas,	Water, Electricity are	
	-		share for utilities: sed by WIOA ÷	То	Square Feet in bl	dg.	= % WIOA p	ro rata share	
			of Utilities to be cha to document Utilitie	_		Copi	es of previous ye	ear's charges	
			UTILITY				ANNUAL COST		
E	lectricity								
G	as								
V	Vater								
0	ther: Specify								
T	OTAL UTILITIE	S					\$		
			for the purpose of recruiting the street with the street grown will do and give			rogra	ım cost.		
	Dl	ESC	RIPTION OF ITEM		Jus	tific	ation of Need	AMOUNT	
\parallel									
Т	OTAL RECRUIT	ME	NT MARKETING/PRI	NT	G .			\$ *	
*Tra	nsfer Total to B	udg	get Line Item # 11.						
2.	Provide copy	of c	lirect Cost Rate (certification from Sta lget Sheet, Line 12		_%)	• • • • •	\$		
3.	•	ou d	o not have an approv		. •			"overhead"	
	costs here as a	ı rei	imbursement for out-	of-	eket costs you hav	ve i			
							\$ \$		
							\$\$		
							\$		
							\$		
							\$		

	TOTAL PROGRAM INCOME\$_	
	*Transfer to Budget Sheet, Line 13	
14.	OTHER: Specify any other necessary cost not	
specif	fied above: List the cost item and the amount	
	\$	
	\$	
	\$	
	\$	
		\$
	Total OTHER Costs	\$

^{*}Transfer Total to Budget Sheet, Line 14.

Item 8: Representations and Certifications

5 Possible Points

Required Documents

- 1. GENERAL ASSURANCES
- 2. WIOA ONE-STOP OPERATOR REQUIRED CERTIFICATIONS
- **3.** CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS
- 4. LOUISIANA CERTIFICATE REGARDING CONFLICT OF INTEREST
- **5.** CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
- **6.** INSURANCE CERTIFICATE
- 7. OCCUPATIONAL LICENSE

Optional Documents (if applicable)

- 8. (IF APPLICABLE) ORGANIZATION'S CHARTER OR ARTICLES OF INCORPORATION
- 9. (IF APPLICABLE) CORPORATE/BOARD RESOLUTION

GENERAL ASSURANCES

- 1. The LWDA #51 recipient of funds assures that it and its sub-recipients will fully comply with the requirements of the Workforce Innovation & Opportunity Act ("WIOA"), all Federal and State Laws and regulations pursuant thereto, the State Title I WIOA Plan, the approved Local Plan, and any issuances from the Louisiana Workforce Commission ("LWC") and any subsequent changes to any of the above.
- 2. The LWDA #51 recipient of funds assures that it will establish fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds under the WIOA.
- 3. The LWDA #51 recipient of funds assures that veterans will be afforded employment and training activities authorized in §134 of WIOA, to the extent practicable.
- 4. The LWDA #51 recipient of funds assures compliance with the confidentiality requirements of §116 (i)(3) of WIOA and shall comply with §444 of the General Education Provisions Act (20 U.S.C 1232g).
- 5. The LWDA #51 recipient of funds assures that no funds received under the WIOA will be used to assist, promote, or deter union organizing.
- 6. The LWDA #51 recipient of funds assures compliance with the nondiscrimination provisions of §188 of the WIOA.
- 7. The LWDA #51 recipient of funds assures the collection and maintenance of data necessary to show compliance with the nondiscrimination provisions of §188 of WIOA.
- 8. The LWDA #51 recipient of funds assures that it and its sub-recipients shall comply with the following Code of Federal Regulations: 2 CFR Part 200 and 2 CFR Part 2900.
 - a. Uniform administrative requirements for grants and cooperative agreements to State and local governments.
 - b. Uniform administrative requirements for Universities/Training Providers of higher education, hospitals, other non-profit organizations, commercial organizations, foreign governments, organizations under the jurisdiction of foreign governments, and international organizations.
 - c. Audit Requirements/Single Audit Act.
 - d. Cost Principles for State, Local, and Indian Tribal Governments.
 - e. Cost Principles for Non-Profit Organizations.
 - f. Cost Principles for Higher Education Institutions.
 - g. Principles for Determining Cost Applicable to Research and Development Under Grants and Contracts with Hospitals.
 - h. Allowable cost for commercial organizations and those non-profit organizations.
 - i. 29 CFR Part 38 and all other regulations implementing the aforementioned non-discrimination and equal opportunity laws.
 - j. 29 CFR Part 93 Restrictions on lobbying.
 - k. 29 CFR Part 94 Government Wide Requirements for Drug Free Workplace.
- 9. The LWDA #51 recipient of funds assures that procedures are developed for regular oversight and monitoring of its WIOA activities and those of its sub-recipients and contractors (20 CFR 683.400 20 CFR 683.440).
- 10. The LWDA #51 recipient of funds assures that procedures are established and maintained for grievances and complaints according to the requirements of 20 CFR 683.600 20 CFR 683.650 efforts to provide equitable services among substantial segments of the eligible population.

Signature of Legal Signatory Date

Typed or Printed Name & Title

WIOA ONE-STOP OPERATOR REQUIRED CERTIFICATIONS

1. NON-COLLUSION:

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

2. TAX COMPLIANCE:

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the State of Louisiana relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

3.	CORPORATE BIDDER/PROPOSER I,certify that I am the							
	Of the corporation named as that							
	of the Proposer was then						corporation, that	
	I know his/her signature, and that his/her signature thereon is genuine and that said Proposal was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing							
	body.							
Secret	ary-Clerk	Signature of authoriz Submitting Proposal		ndiv	idual			
Printe	ed Name	Printed Name						
Name	e of Entity #1 in Consortium Proposal	Title of authorized	ed in	divid	lual			
Name	e of Partner #2 in Consortium Proposal	Name of Agency in single entity Proposal						
 Name	e of Partner #3 in Consortium Proposal	Federal Tax Identification # or Social Security #			ecurity #	- #		
 Date								

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONSWHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

	Grantee/Contractor	
Organization		
Name of Certifying Official Signature		——————————————————————————————————————

*In these instances, "all," in the Final Rule is expected to be clarified to show it applies to covered contract/grant transactions over \$1,000,000 (per OMB)

LOUISIANA CERTIFICATE REGARDING CONFLICT OF INTEREST One Stop Operator RFP

By signing and submitting this Certificate Regarding Conflict of Interest, the undersigned covenants that no officers, members or employees of its governing board have any interest, and that none shall acquire any interest, direct or indirect, that would conflict with full and complete execution of this contract. Contractor further covenants that in the performance of this contract, no person having any such interest will be employed. [WIOA Section 107 (h)]

organization, which employs or is other interest in the firm selected	by member of his or her immediate family, his or her partner, or about to employ any of the parties indicated herein, has a financial or an award. The officers, employees, and agents of the recipient sharps favors or anything of monetary value from contractors, or parties	or ıll
Signature	Date	

ATTACH A COPY OF INSURANCE to the proposal.

ATTACH A COPY OF OCCUPATIONAL LICENSE	to this proposal.	

INCORPORATION (If applicable) to the	he proposal.	

ATTACH A COPY OF ORGANIZATION'S CHARTER OR ARTICLES OF

CORPORATE RESOLUTION (if Applicable)

and domiciled in	was held this day of
, 20and was attend	ed by a quorum of the members of the Board of Directors.
The following resolution was	offered, duly seconded and after discussion was unanimously
adopted by said quorum:	
BE IT RESOLVED, that	·
is hereby authorized to submit a	proposals and execute agreements on behalf of this corporatio
•	
with the City of, and P BE IT FURTHER RESOLVE	nrish of D that said authorization and appointment shall remain in full by resolution of this Board of Directors and that said revocation
with the City of, and P BE IT FURTHER RESOLVE force and effect, unless revoked	D that said authorization and appointment shall remain in fur by resolution of this Board of Directors and that said revocation urchasing Agent of the Parish of Calcasieu, shall have bee
with the City of, and P BE IT FURTHER RESOLVE force and effect, unless revoked will not take effect until the F furnished a copy of said resoluti I,, hereby of	D that said authorization and appointment shall remain in fur by resolution of this Board of Directors and that said revocation urchasing Agent of the Parish of Calcasieu, shall have been on, duly certified.
with the City of, and P BE IT FURTHER RESOLVE force and effect, unless revoked will not take effect until the F furnished a copy of said resoluti I,, hereby of the laws of the State of of a resolution adopted by a quo	D that said authorization and appointment shall remain in fur by resolution of this Board of Directors and that said revocation urchasing Agent of the Parish of Calcasieu, shall have been on, duly certified. ertify that I am the Secretary of, a corporation created underdomiciled in; that the foregoing is a true and exact coporum of the Board of Directors of said corporation at a meeting ay of20, as said resolution appears of record in the Official

SECRETARY

ATTACHMENT B DEFINITIONS

Definitions

SHALL: The term "shall" denote mandatory requirements.

MUST: The term "must" denote mandatory requirements.

MAY: The term "may" denote an advisory or permissible action.

SHOULD: The term "should" denote desirable.

ADULT (WIOA): Means an individual who is age 18 or older.

ADVANCE PAYMENT: Payment made prior to accomplishment of benchmarks or deliverables prior to actual incurrence of expenses.

ALLOWABLE COSTS: Expenses incurred that are in accordance with 20 CFR Section 667.220 of the corresponding Code of Federal Regulations for WIOA.

AMERICAN JOB CENTER: The WIOA final regulations promote increased public identification of the one-stop delivery system through the use of a common identifier across the nation. "American Job Center" is designated as the common identifier for the one-stop delivery system. Incorporating use of either the "American Job Center" title or the associated tag line "proud partner of the American Job Center network" into their branding is required.

BASIC SKILLS DEFICIENT: (WIOA): An individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test or a comparable score on a criterion-referenced test.

BENCHMARK: A deliverable or point at which a phase of training has been completed, accomplished, and documented for payment purposes.

COMMUNITY BASED ORGANIZATION: Private, nonprofit organization that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce investment.

CONTRACT: An agreement between two or more parties. The agreement is reached at the Contract Negotiations table and is active at the conclusion of the negotiation. The verbal agreement is then contained in a written document inclusive of signatures. The written document, inclusive of signatures, Work Statement, Outlines, Schedules, Addendums, Assurances, Provisions, and all attachments contained that will legally bind the parties to perform proposed services for pay.

CONTRACTOR: Any person having a contract with a governmental body.

ETA, DOL: Employment and Training Administration, the part of Department of Labor with direct responsibility for WIOA programs.

LOCAL WORKFORCE DEVELOPMENT AREA (LWDA): A single parish or multiple parishes designated by the Governor that receives an allotment under Sec. 127(b) or 132(b), with considerations consisting of the extent to which the areas - (i) are consistent with labor market areas in the State; (ii) are consistent with regional economic development areas in the State; and (iii) have available the Federal and non-Federal resources necessary to effectively administer activities under subtitle B and other applicable provisions of this Act, including whether the areas have the appropriate education and training providers, such as institutions of higher education and area career and technical education schools.

LOCAL WORKFORCE DEVELOPMENT BOARD [FORMERLY LOCAL WORKFORCE INVESTMENT BOARD]: A group of business, workforce, governmental, and community leaders established, and certified by the Governor, to carry out the functions described in Sec. 107(d).

LWDA #51 GRANT RECIPIENT: The organization designated to receive WIOA funds; in this case, the Calcasieu Parish Police Jury.

ONE-STOP CENTER: As described in Section 121(e)(2), a facility where the six core programs (Title I Adult, Dislocated Worker, Youth programs, Title I Vocational Rehabilitation Program, Adult Ed, and Wagner Peyser) as well as other required and optional partners identified in WIOA provide access to information and services, along with service providers, to job seekers and businesses.

ONE – **STOP OPERATOR:** The term "One-Stop Operator" means one or more entities designated or certified under Section 121(d) (WIOA Public Law No. 113-128).

ONE-STOP PARTNER: Any entity described at a) Section 121(b)(1); or b) Section 121(b)(2) that is participating, with the approval of the local board and chief elected official, in the operation of a one-stop delivery system. WIOA specifies that sixteen (16) required program partners deliver career services, employment, and training services through the one-stop delivery system and in the one-stop centers. All required partners must make career services applicable to the partner's programs available to participants through the one-stop delivery system. All required partners must contribute funds to maintain the ones top delivery system. Each partner is required to pay a capped share of the infrastructure costs for the comprehensive one-stop centers. The required partners must also enter into a memorandum of understanding (MOU) with the Local Board relating to the operation and funding of the one-stop system that meets the requirements of WIOA and participate in the operation of the one-stop system consistent with the terms of the MOU and requirements of authorizing laws.

ONE-STOP SYSTEM: The network of workforce products and services that meets business and jobseeker needs in whatever manner and location is most effective and convenient for the customer. Customers can choose to use the system's products and services in different ways. They may call a tollfree number or connect through a personal computer at home or in a neighborhood library.

They may receive individualized assistance in a community-based agency, an educational institution, or a one-stop career center.

PERFORMANCE STANDARDS: Goals stated in the contract, established in accordance with mandatory standards set by the U. S. Department of Labor for each Local Workforce Development Area. Sanctions or incentives are issued based on attainment of such performance standards by the Administrative Entity and its subcontractors.

PROFIT: The residual after the out-of-pocket costs to provide the service has been deducted for the price charged to provide the service. "Monies that are left after all costs have been paid." (Cannot exceed 10%)

USDOL: (United States Department of Labor): The federal department (agency) that regulates and funds state workforce activities under the Workforce Innovation and Opportunity Act (WIOA). **WORKFORCE DEVELOPMENT SYSTEM:** A system that makes available core programs under WIOA, other required one-stop partner programs under WIOA, and any other programs providing employment and training, education, or economic development services as identified by a State board or local board.

WIOA: A Federal law, P. L. 113-128,

Purpose: To solicit proposals that will provide comprehensive services to youth that fit the purposes as stated in WIOA Section 2 as follows:

- (2) To increase, for individuals in the United States, particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market.
- (3) To support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States.
- (4) To improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide America's workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provided America's employers with the skilled workers the employers need to succeed in a global economy.
- (5) To promote improvement in the structure of and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, jobseekers, and employers.
- (6) To increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and States, and the global competitiveness of the United States.
- (7) For purposes of subtitle A and B of Title I, to provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill

requirements of employers, and enhance the productivity and competitiveness of the nation.

YOUTH ELEMENTS: It is the intent of the Youth provider to offer numerous agencies to provide those youth elements that will not be provided "in-house." If the services are provided at no cost, a simple cooperative agreement will be entered into with the agency. If the services will be provided at a cost the WDB will procure the services through a sealed bid and the award will go to the agency with the most advantageous proximity to the participants as well as the lowest cost. For the provision of work experiences, worksite agreements or OJT contracts will be utilized. For occupational skills training, a training agreement is maintained by the WDB staff and the schools on the Eligible Training Provider List. These schools are to be utilized for training.

ATTACHMENT C

RESOURCE MATERIAL PROPOSAL REQUEST

Resource Materials for RFP

Resource materials relating to Workforce Innovation Opportunity Act that may aid in preparing Request for Proposals are available on the internet at the following sites:

LWDA #51 Regional and Local Plan

http://www.calcasieu.gov/localWIOAplan

American Job Center

http://www.calcasieu.gov/AJC

Louisiana WIOA Combined State Plan

http://www.laworks.net/Downloads/WIOA/WIOA State Plan FINAL.pdf

United State Department of Labor: WIOA Website

https://www.doleta.gov/wioa/

Training and Employment Guidance Letters (TEGLs)

TEGL 04-15: Vision for the One-Stop Delivery System under WIOA

TEGL 08-15: Operating Guidance for WIOA

TEGL 19-14: Vision for the Workforce System and Initial Implementation of WIOA

TEN 1-15: Promising Practices in Achieving Universal Access and Equal Opportunity

TEGL 37-14: Complying with Nondiscrimination Requirements

ATTACHMENT D PERFORMANCE MEASURES

Performance Measures

The following charts are the current program measures for Program Year 2024 (July 1, 2024 to June 30, 2025) and Program Year 2025 (July 1, 2025 to June 30, 2026) that have been negotiated with the Louisiana Workforce Commission.

Final PY 24 and PY 25	<u>51</u>
ADULT	
Employment Rate 2nd Quarter After Exit	67.59%
Employment Rate 4th Quarter After Exit	60.65%
Median Earnings 2nd Quarter After Exit	\$6,155
Credential Attainment	79.0%
Measurable Skill Gains	71.0%
DISLOCATED WORKER	
Employment Rate 2nd Quarter After Exit	72.32%
Employment Rate 4th Quarter After Exit	70.86%
Median Earnings 2nd Quarter After Exit	\$9,714
Credential Attainment	75.0%
Measurable Skill Gains	67.0%
YOUTH	
Employment Rate 2nd Quarter After Exit	79.39%
Employment Rate 4th Quarter After Exit	79.69%
Median Earnings 2nd Quarter After Exit	\$6,650
Credential Attainment	75.0%
Measurable Skill Gains	49.67%

ATTACHMENT E SAMPLE CONTRACT AND EXHIBITS

(INSURANCE REQUIREMENTS & FIREARM NON-DISCRIMINATION)

CALCASIEU PARISH POLICE JURY WORKFORCE DEVELOPMENT BOARD ONE-STOP OPERATOR CONTRACT

STATE OF LOUISIANA PARISH OF CALCASIEU

THIS AGREEMENT is	hereby made and entered into this	day of	2025,
by and between the Ca	ALCASIEU PARISH POLICE JURY	, on behalf of the	Workforce
Development Board (W	DB), hereinafter referred to as "PARI	SH," a political sub	odivision of
the State of Louisiana,	represented herein by its duly authori	zed President, Judd	Bares, and
	hereinafter referred to as "CONTRAC	CTOR," and represe	ented herein
by its duly authorized	,		

WHEREAS Allen, Beauregard, Calcasieu, Cameron, Jeff Davis and Vernon parishes comprise the Local Workforce Development Area (LWDA) 51;

WHEREAS, the Police Juries of the above referenced parishes have entered into a separate multijurisdictional agreement for the implementation of Workforce Innovation and Opportunity Act services which comprises several federal grant programs and the LWDA 51 jurisdictional entities have appointed the PARISH as the fiscal agent for these services and given the PARISH the authority to appoint the members that will serve on the local WDB;

WHEREAS, in compliance with the above referenced grant programs, the PARISH has partnered with other agencies to provide the employment, education, training, and support services for participants in the above reference federal grant programs utilizing a one stop delivery system (location) referred to as a One Stop Center;

WHEREAS, the PARISH on behalf of the local WDB, has solicited, received and analyzed competitive proposals for a One-Stop Operator for the American Job Center, to oversee and manage the daily operations of the One Stop Center, identified as Calcasieu Parish Project No. RFP-2025-WIOA-129, which is the legal responsibility of the PARISH;

WHEREAS, the PARISH desires to enter into this agreement with the CONTRACTOR for the referenced professional services as hereinafter set forth and in accordance with all local, state and federal regulations governing the expenditure of public funds as discussed in Section 3 below;

WHEREAS, the PARISH considers the public benefit of providing overall management services related to the employment, training, literacy and vocational rehabilitation programs conducted in the current One Stop Center referenced above to be proportionate to the costs associated with this activity; and

WHEREAS, the CONTRACTOR shall provide all materials, equipment and labor and perform all the work required to accomplish the designated scope of work in a thorough and professional manner to the satisfaction of the PARISH and, where applicable, in accordance with all plans and specifications, instructions, general and/or standard terms and conditions, any addenda issued, and the "Request for Proposal" documents, where applicable, on file with the PARISH, which are as much a part of this agreement as if repeated verbatim herein.

NOW THEREFORE, the PARISH and the CONTRACTOR do mutually agree to the following terms and conditions of this agreement:

1. Scope of Work

The PARISH hereby agrees to engage the CONTRACTOR to provide the activity, products and/or services inclusive in the PARISH's "Request for Proposal" #RFP-2025-WDB-129. The scope of work includes the coordination of services and funding from the partners providing services in the One Stop Center in addition to overseeing of the staff and services provided to Adults, Dislocated Workers, Youth and Businesses in the One Stop Center.

The role of the One-Stop Operator is equivalent to a managing partner. In this role, the Operator will be responsible for working with the American Job Center (AJC)- LWDA Area #51 Operational Manager for a seamless delivery of services from all partners. Certain workforce services are integrated into the framework of the one-stop service delivery system and are provided through partner agencies under various funding sources.

The One-Stop Operator's job description has been defined as:

- Develop and enhance the workforce development system of the six (6)-parish area by focusing on fully coordinated and integrated customer services from all mandated partners.
- Create a "single point" of entry for customers with a uniform referral process.
- Compliance and coordination with American Job Center (AJC) LWDA Area #51 Operational Manager for service delivery for all areas of WIOA Basic Career Services.
- Serve as a liaison to the community, partner agencies and employers for the Workforce System.

The specific tasks to be performed by the Operator include, but may not be limited to;

- a) Staff management and program oversight;
- b) Community/partner relations;
- c) LWDA Area #51 American Job Center collaboration and compliance;
- d) Memorandum of understanding (MOU) and cost allocation plans for partner engagement.

The CONTRACTOR will also be responsible for quarterly partner training. These tasks may need to be performed at the centers, as well as at partner access sites.

Any additional products and/or services not specifically listed but required by the PARISH and available to the CONTRACTOR may be added to the terms of this agreement at a mutually agreed upon price, subject to the verification of cost reasonableness of said change order. Any change order is also subject to any grant limitations, if applicable.

2. Term of Agreement

The initial term of this agreement shall commence on July 1, 2025, and shall continue until June 30, 2026. This agreement will automatically renew for three (3) additional one-year periods unless either party provides written notification of its intent to not renew the agreement. The CONTRACTOR must be in operation at the One Stop Center on July 1, 2025.

3. Payment Terms

Under this agreement, the PARISH agrees to reimburse the CONTRACTOR for all eligible costs budgeted, approved and incurred during the previous month subject to an annual not-to-exceed amount of sixty thousand dollars (\$60,000). This monthly cost reimbursement is inclusive of all amounts properly due under the terms and conditions set forth in the "Request for Proposal" documents. The PARISH will, in all good faith, attempt to review and process for payment within a reasonable time period.

The CONTRACTOR acknowledges that, if the PARISH receives any indication, notice or claim of non-payment from a supplier, consultant, subcontractor, or any other party the PARISH shall be entitled to withhold payment of the amount claimed as unpaid.

The CONTRACTOR shall only be paid for services rendered under this agreement from funds allowed by the State for administrative costs under the provisions of the grant awarded to the PARISH. Notwithstanding anything to the contrary and when applicable, the CONTRACTOR acknowledges and agrees that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds to fulfill the requirements of this agreement. If the PARISH fails to appropriate sufficient monies to provide for payments under this agreement, then this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

The PARISH will not pay any contractor who is listed by the Federal government as disbarred and/or suspended. The CONTRACTOR agrees to alert the PARISH immediately if a contractor working with the CONTRACTOR becomes debarred or suspended.

4. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall comply with the provisions of the "Request for Proposal" documents. If the "Request for Proposal" documents are silent with respect to amendments then the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed to and signed by both parties. This agreement shall not be assignable by either party without the written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

5. Records, Audits and Other Grant Compliance Issues

It is understood that this agreement may be utilized as part of a federal reimbursement grant (United States Department of Labor, Department of Employment & Training – Grant Program Assistance Listing Numbers (ALN) 17-258, 17.259, and 17.278) and therefore both parties agree to maintain accounts and records, including personnel, property and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above grant. This is also an acknowledgement that United States Department of Labor, Department of Employment & Training financial assistance may be used to fund all or a portion of this agreement. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives. Even though federal funding may be available to the PARISH, the Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the PARISH, CONTRACTOR, or any other party pertaining to any matter resulting from the agreement.

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be retained for three (3) years after the close out of the grant or three (3) years from the final contractual payment under this agreement, whichever is later. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

The PARISH and the CONTRACTOR agree that all records shall be made available to either party at no additional charge for such information. The CONTRACTOR also agrees to provide the PARISH, the State of Louisiana Governor's Office of Homeland Security, the Grant Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed at no additional charge. The CONTRACTOR agrees to provide the Grant Administrator or his authorized representatives access to work sites pertaining to the work being completed, if necessary, under the agreement. The PARISH and the CONTRACTOR

acknowledge and agree that no language in this agreement is intended to prohibit audits or internal reviews by the Grant Administrator or the Comptroller General of the United States.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) <u>Federally Required Contractual Provisions</u>:

- (1) Administrative, Contractual or Legal Remedies are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this agreement,
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this agreement,
- (3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts,
- (4) For all construction contracts in excess of \$2,000 and required by federal grant regulations, **Davis Bacon Act**¹ which requires payments of wages for laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly,
- (5) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Contract Work Hours and Safety Standards Act which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay,
- (6) For all contracts that meet the definition of "funding agreement" under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401,
- (7) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act,

.

¹ Davis Bacon Act is not applicable to this agreement.

- (8) Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180) which prohibit the contracting with any party listed on the "System for Award Management" (SAM.gov), which identifies all parties that have active exclusions (i.e. suspensions, debarments) imposed by a federal agency,
- (9) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting in influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352,
- (10) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 CFR Part 200.216 prohibits use of federal grant or loan funds to enter into, renew or extend any agreement to procure or obtain equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) as a substantial or essential component of that system,
- (11) **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 CFR Part 200.322 allows a federal award to 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),
- (12) **Procurement of Recovered Materials** as required by 2 CFR Part 200.323 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

- (1) Civil Rights Act of 1964, including Title VI, which generally speaking, states that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance,
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance,
- (3) Americans with Disabilities Act of 1990, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity,

- (4) Section 504 of the Rehabilitation Act of 1973, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency),
- (5) For all construction or repair contracts, **Copeland "Anti-Kickback" Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled,
- (6) National Environmental Policy Act and National Historic Preservation Act which prohibit any activities that will have an adverse impact on the environment and regulate activity on property or structures that are deemed historic,
- (7) **Energy Policy and Conservation Act** which requires the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan,
- (8) **Reporting Provision** requires that all contracts should include a requirement that the contractor assist the Parish, when applicable, with any awarding agency requirements and regulations pertaining to reporting,
- (9) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the Parish formally closes out each federal program (Parish grant managers should verify the three-year record retention period with each respective grant agency to ensure that a longer period is not required),
- (10) 2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection) subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections,
- (11) National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of \$10,000, to purchase flood insurance,
- (12) Wild and Scenic Rivers Act of 1968 which protects components or potential components of the national wild and scenic rivers system,
- (13) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste,
- (14) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint,
- (15) Federal Agency Seal(s), Logos, Crests, or Reproductions of Flags or Likeness of Federal Agency Officials are prohibited from being utilized without specific federal agency pre-approval, and

(16) False Claims Act and 32 U.S.C. Chapter 38 (Administrative Remedies) which prohibits the submission of false or fraudulent claims for payment to the federal government identifying administrative remedies for false claims and statements made which the CONTRACTOR herein acknowledges.

In compliance with Section 5(a)(8) above, the CONTRACTOR also confirms that it is not a party listed on the "System for Award Management" (SAM.gov) as debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. The CONTRACTOR also agrees to provide immediate notice, but in no case later than three (3) business days, after being notified that the CONTRACTOR, or any subcontractor, has been added to the "System for Award Management" or otherwise been disbarred from contracting on any projects involving federal funds. In no event shall CONTRACTOR utilize a subcontractor at any time during the duration of this agreement who has been disbarred from contracting on any projects involving federal funds. If the CONTRACTOR is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement then the PARISH may, at its sole discretion, immediately implement the termination provisions discussed in Section 8 below.

6. Liability, Indemnity and Insurance

The CONTRACTOR shall perform the scope of services hereunder in accordance with all plans, specifications, instructions, general and/or standard terms and conditions, any addenda issued and the "Request-For-Proposal" documents, where applicable, as well as complying with all applicable laws and grant regulations. All products and/or services will be provided or performed in a thorough and workmanlike manner to the satisfaction of the PARISH.

This agreement is intended for the benefit of the PARISH and the CONTRACTOR and does not confer any rights upon any other third parties. All rights by and between the PARISH and the CONTRACTOR are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

The CONTRACTOR will indemnify, defend, and hold harmless the PARISH, including the PARISH's employees and agents, from and against any and all claims or liabilities arising from the fault of the CONTRACTOR, its employees, subcontractors or agents in carrying out the CONTRACTOR's duties and obligations under the terms of this agreement. The PARISH will indemnify, defend, and hold harmless the CONTRACTOR, including the CONTRACTOR's employees and agents, from and against any and all claims or liabilities arising from the fault of the PARISH, its employees or agents in carrying out the PARISH's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

The CONTRACTOR will comply with the insurance requirements as specified by the PARISH and included as Exhibit A. Evidence of compliance with the attached insurance requirements will be provided by the CONTRACTOR to the PARISH prior to the commencement of any work. The CONTRACTOR is also required to maintain all licenses as may be required by any regulatory agency.

7. Independent Contractor Status

The CONTRACTOR shall provide the services contemplated under this agreement as an independent contractor and not as an employee, agent, joint venturer, subcontractor or partner of the PARISH. Nothing in this agreement shall be construed as creating any other relationship between the CONTRACTOR and the PARISH, or between any employee, agent, joint venturer, subcontractor or agent of the CONTRACTOR and the PARISH. During the term of this agreement, all persons employed by CONTRACTOR shall be an employee of the CONTRACTOR for purposes of the CONTRACTOR's benefit programs for plans now existing or hereafter created, workers' compensation, compensation, and payment and withholding of federal, state and local income, social security, unemployment, Medicare, and other payroll taxes.

The CONTRACTOR acknowledges independent contractor status within the meaning of Louisiana workers' compensation law, specifically Louisiana Revised Statute 23:1021 (7). The CONTRACTOR is rendering a service, other than manual labor, for a specified recompense for a specified result either as a unit or as a whole, under the control of the PARISH as to the result of this work only, and not as to the means by which such result is accomplished.

8. Warranties, Termination and Dispute Resolution

The CONTRACTOR warrants the following: (a) that it has the experience and ability to perform the scope of work required in this agreement, (b) that it will perform said scope of work in a professional, competent and timely manner, (c) that its services, reports and materials furnished hereunder will be as represented, (d) that it has the power to enter into and perform this agreement, and (e) that its performance of this agreement shall not infringe upon or violate any third party's rights or any federal, state or municipal laws that may result from the services provided herein.

The CONTRACTOR is required by Louisiana Revised Statute 38:2216.1 to certify that it does not discriminate against any firearm entity or firearm trade association (see attached Exhibit B).

While both parties agree to negotiate all contractual disputes in good faith, the PARISH reserves the right to terminate this agreement at any time upon written notice of termination, in which event, the CONTRACTOR will be reimbursed for all services satisfactorily provided up until the date of termination. The CONTRACTOR may terminate this agreement "for cause" with written notice to the PARISH within fifteen (15) days stating the cause for

termination. Upon receipt, the PARISH shall have thirty (30) days to satisfactorily remedy, correct or remove the cause for termination. If the notice of termination is by the PARISH then the PARISH may withhold payment of any costs and fees related to, arising from or incidental to the stated cause or causes for termination. If the cause is related to the CONTRACTOR, or subcontractor, being disbarred from contracting on any projects involving federal funds then the PARISH is not liable for any work completed after the date of disbarment regardless of the notification date to the PARISH.

If the parties are unable to independently and satisfactorily resolve any disagreement then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14th Judicial District Court for Calcasieu Parish, Louisiana. In addition, if it is necessary to enforce this agreement in any judicial forum, then the parties agree that whoever prevails in the litigation shall be entitled to reasonable attorney's fees and costs as fixed by the Court.

9. Severability, Entire Agreement and Captions

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this agreement. This agreement, any Workforce Innovation & Opportunity Act Grant Program documentation, any attached documents, and any referenced documents, represent the entire agreement between the PARISH and the CONTRACTOR and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

10. No Authorship Presumptions

The PARISH and the CONTRACTOR have had an opportunity to negotiate the language of this agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. The PARISH and the CONTRACTOR hereby waive the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this agreement, including but not limited to, any rule of law to the effect that any provision of this agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a party by reason of assignment and/or assumption of this agreement and any successor to a signatory party.

11. Address of Notices and Communications

All notices between the PARISH and the CONTRACTOR provided for pursuant to this agreement shall be in writing. The name and address of the PARISH's representative is:

Mr. Dane R. Bolin, Administrator Calcasieu Parish Police Jury

Calcasieu Parish Police Jury	
P.O. Box 1583	
Lake Charles, Louisiana 70602	
,	
The name and address of the CONTRAC	TOR's representative is:
The name and address of the Colville	Tores representative is.
 '	
In the event that the mailing address of t	he PARISH or the CONTRACTOR changes during
the terms of this agreement, or that there	is a change in the designated points of contact, the
party with the address change or change	of contact shall immediately notify the other party of
the change.	
the charge.	
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Louisiana, and in the preserreading of the whole.	ED on the day of, 2025, in Lake Charle nee of the undersigned witnesses and Notary Public, after a du
WITNESSES:	CALCASIEU PARISH POLICE JURY:
	BY:
Witness Signature	JUDD BARES, PRESIDENT
Printed Witness Name	
Witness Signature	
Printed Witness Name	
	NOTARY PUBLIC
	Notary Printed/Stamped Name and Identification Number

THUS DONE AND SI	GNED on the day of, 2025, in
witnesses and Notary Public	, and in the presence of the undersigned c, after a due reading of the whole.
WITNESSES:	CONTRACTOR'S NAME:
	BY: OFFICER'S NAME AND TITLE
Witness Signature	OFFICER'S NAME AND TITLE
Printed Witness Name	
Witness Signature	
Printed Witness Name	
	NOTARY PUBLIC
	Notary Printed/Stamped Name and Identification Number

Section A - Types of Coverage Required

Where applicable, any Contractor, Subcontractor, Consultant, Architect, Engineer, Other Professional or Vendor (hereinafter referred to as Contractor collectively), who performs services for the Owner in the amount less than one hundred thousand dollars shall maintain the following insurance coverage with insurances companies acceptable to the Owner. Those insurance companies must be rated in the current A.M. Best Rating Guide with an "A-"rating or better. In the event that insurance requirements are included elsewhere within any other procurement documents, the requirements contained within this article shall supersede any such reference.

In connection therewith, the Contractor agrees to provide to the Owner, at Contractor's expense and prior to any entry on the Owner's property, proof of liability insurance coverage set forth. The Contractor agrees to furnish to the Owner certificates evidencing said insurance coverage for the full term of this agreement which certificates shall name the Owner as an additional named insured on all policies except errors and omissions policies and shall provide for thirty (30) days advanced written notice to the Owner in the event of cancellation or alteration of the policies.

The Contractor agrees to maintain the coverage limits and endorsements as listed herein. The Contractor's obligation to provide the required insurance will not be waived by the Contractor's failure to provide the certificate of insurance, the Owner's acceptance of a certificate of insurance showing coverage varying from the required coverage, or the Owner's allowance to commence work.

No work shall commence under any contract until the following insurance coverage is obtained by the Contractor:

- (1) Worker's Compensation (Required for All Facility Contracts at any level; Required for All Non-Facility Contracts > than \$25,000 but < \$100,000 Except as Otherwise Provided)
 - (a) <u>Standard Louisiana Coverage</u> Worker's Compensation coverage: (i) should cover all employees, including owners, (ii) must be statutory for medical and indemnity and (iii) should have a minimum limit for employer's liability of:

Employer's Liability - \$1,000,000 each accident \$1,000,000 each employee – disease \$1,000,000 policy limit - disease

(b) Maritime Coverage

Required Not Required

When specifically required by the Owner (as denoted with an "X" in the above "Required" box), the Contractor shall procure and maintain during the life of this contract a Worker's Compensation Policy specifically covering maritime activities. The scope of the project will determine whether maritime insurance is required but if the project is going to be performed over any body of water then this separate coverage should be obtained.

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(2)	Contractor's Liability Insurance (Required for All Facility Contracts at any level; Required for All Non-Facility Contracts > than \$25,000 but < \$100,000 Except as Otherwise Provided)
	(Note: The term Contractor refers collectively, where applicable, to any Contractor, Subcontractor,
	Consultant, Architect, Engineer or Vendor performing services for the Owner)
	(a) Contractor's Comprehensive General Liability ("Claims Made Policies" may not be used)
	\$1,000,000 per occurrence \$1,000,000 general aggregate \$1,000,000 products/completed operations aggregate \$1,000,000 personal injury and advertising coverage
	<u>Sub Contractor Comprehensive General Liability</u> - Any Sub Contractors utilized on the project will be (Required Not Required) to maintain the above comprehensive general liability policy limits.
	(b) Contractor's Automobile Liability (Owner, Non-Owned, and Hired Car)
	\$1,000,000 per occurrence
	Sub Contractor Automobile Liability - Any Sub Contractors utilized on the project will be (Required Not Required) to maintain the above automobile liability policy limit.
(3)	Property Insurance (Builder's Risk Insurance)
	Note that Builder's Risk for Flood Coverage is separate and may need to be considered for any project work occurring in a flood prone area. For this project, Builder's Risk for Flood is: Required Not Required Not Required
	When specifically required by the Owner (as denoted with an "X" in the above "Required" box), the Contractor shall purchase and maintain property insurance covering the work site up to the full insurable value equal to the Contract sum and the insurance shall be endorsed to comply with any waiver of rights provisions. The property insurance shall be "All Risks Builder's Risk Completed Value Form" insurance or equivalent manuscript policy, and shall include without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft including theft of materials whether or not attached to any structure, vandalism/malicious mischief, collapse, earthquake, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any law.

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The property insurance shall also contain an endorsement or specific provision to cover damages, losses and expenses incurred in the repair or replacement of any insured property (including, but not limited to charges of engineers, architects, attorneys and others). The property insurance also shall include by endorsement or special provision the following additional coverage elections: operational testing (if risk is present), off premises storage not on the site or in transit and property in transit. When required, no work may commence on the site until the Builder's Risk Insurance is obtained.

The Contractor is to provide Builder's Risk Insurance to protect the Owner, Architect, Engineer, Contractor, and any Subcontractors as to any interests that may exist. Until acceptance of work by the Owner, all work in connection with a particular contract is in the custody, charge and care of the Contractor who will take every necessary precaution against injury or damage to any part thereof whether arising from execution or from the non-execution of the work.

If not covered under the insurance provided in the Contract Documents, the Contractor shall effect and maintain similar property insurance for portions of the work stored off site or in transit when such portions of the work are to be included in an application for payment.

Contractor shall be responsible for payment of the deductible for Builder's Risk Insurance or any other property coverage deemed required to be purchased for this contract, whether acquired by the Owner or the Contractor.

(4)	Errors & Omissions Policy (Professional Liability Insurance)						
	(Applicable Only to Professional Services Contracts including, but not limited to, Architect, Engineer, Consultant or Other Professional Contracts)						
	Required Not Required						
	This policy covers negligent acts, errors and omissions in its performance of professional services with minimum policy limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate.						
(5)	Declaration and Indemnity Agreement (Required for All Contracts < than \$25,000 Except Facility Management Department Contracts with Full Insurance Requirements)						
	Required Not Required						
	When specifically required by the Owner (as denoted with an "X" in the above "Required" box), the Contractor is required to execute the attached Declaration and Indemnity Agreement.						

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Section B - Other Insurance Requirements

(1) Additional Insured Classification and Waiver of Subrogation (Always Required)

The Owner must be listed as an additional insured on all policies except for worker's compensation and professional liability insurance policies. All policies will provide a thirty day written notice of cancellation. Waiver of subrogation will be given to the Owner on all policies which means that the Contractor's insurer(s) will have no right of recovery or subrogation against the Owner.

With the exception of professional liability insurance, it is the intention of the parties that the insurance policy shall protect both parties and be the PRIMARY COVERAGE for any and all losses covered. Again all policies required above shall be primary to any insurance carried by the Owner. The insurance companies shall have no recourse against the Owner for payment of any premiums or for assessments under any of the above policies.

(2) <u>Indemnification for all Contractors, Except for Architects, Engineers or Other Licensed Professionals (Always Required)</u>

The Contractor will indemnify, defend, and hold harmless the Owner, including the Owner's employees and agents, from and against any and all claims or liabilities, arising from the fault of the Contractor, its employees, subcontractors or agents in carrying out the Contractor's duties and obligations under the terms of this agreement. The Owner will indemnify, defend, and hold harmless the Contractor, including the Contractor's employees and agents, from and against any and all claims or liabilities, arising from the fault of the Owner, its employees or agents in carrying out the Owner's duties and obligations under the terms of any agreement. This section will survive the termination of any agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

(3) <u>Indemnification for Architects, Engineers or Other Licensed Professionals (Always Required)</u>

The Contractor will indemnify and hold harmless the Owner, including the Owner's employees and agents, from and against any and all claims or liabilities, arising from the fault of the Contractor, its employees, subcontractors or agents in carrying out the Contractor's duties and obligations under the terms of this agreement. The Owner will indemnify and hold harmless the Contractor, including the Contractor's employees and agents, from and against any and all claims or liabilities, arising from the fault of the Owner, its employees or agents in carrying out the Owner's duties and obligations under the terms of any agreement. This section will survive the termination of any agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

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(4) <u>Statutory Employer Status (Always Required Except for Architects, Engineers or Other Licensed Professionals)</u>

The Owner as principal whether as the direct or statutory employer, mutually agree with the Contractor that it is their intention, and the intention of the contract between them, to recognize the Owner as the statutory employer of the Contractor's employees, whether direct or statutory, while the Contractor's employees, direct or statutory, are performing work or services with respect to this contract. It is also recognized that the work contemplated by this contract is a part of the trade, business or occupation of the Owner and it is an integral part of or essential to the ability of the Owner to generate its goods, products or services. It is the express intention of the Owner and the Contractor that the Owner as the statutory employer, shall, in accordance with LSA—R.S. 23:1061, be granted the exclusive remedy protections of LSA—R.S. 23:1032, and shall be liable to pay any employee employed in the execution of the work, or to his dependent, compensation which it would have been liable to pay if the employee had been immediately employed by it. In the event the Owner is required as the statutory employer to pay any workers' compensation benefits, it shall be entitled to indemnity from the Contractor for such benefits.

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FIREARM ENTITY NON-DISCRIMINATION CERTIFICATION

La. R.S. 38:2216.1 Certification for Public Contracts over \$100,000

In accordance with La. R.S. 38:2216.1, a public entity is prohibited from entering into a contract with a value of \$100,000 or more with a company, which has fifty (50) or more full-time employees, for the purchase of goods or services, unless the contract contains a written verification from the company that:

- 1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association; and
- 2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

i icasc i	naicate below	ii your company	inds at icast i	inty (30) run time	employees.
	Yes	No	_		
during		his contract disc	·		does not, and will no ies and firearm trad
	, .	ease sign below he best of your k	·	s statement on th	e number of full-tim
Si	gnature of Comp	oany's Authorized O	Official		

Please indicate below if your company has at least fifty (50) full-time employees.

- 1. All Proposers should read the entire Request for Proposal (RFP) package, including all terms and conditions, and specifications. Proposers shall promptly notify the Purchasing Department of any ambiguity, inconsistency or error which they may discover upon examination of the RFP documents. Proposers, requiring clarification or interpretation of RFP documents, shall make a written request to the Purchasing Department and/or LWDB #51 at least seven (7) days prior to the date of receipt of proposals. Questions/inquiries received within seven (7) days of the opening of the proposals may not be accepted. Any interpretation, correction or change of the RFP documents will be made by written Addendum. Interpretations, corrections or changes of the RFP documents made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections or changes.
- 2. All proposal prices must be typed or written in ink. The Proposer should initial any corrections, erasures, or other forms of alteration to unit prices.
- 3. Signature Authority.

The person signing the proposal must be:

- A. A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
- B. An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- C. An individual authorized to bind the company based on other documents indicating authority, which are acceptable to the Calcasieu Parish Police Jury and LWDB #51.
- 4. The Proposal is to be manually signed in ink on the Proposal Form located in this RFP package, or submitted electronically.
- 5. Proposal prices shall include delivery of all items (F.O.B. destination, freight prepaid and allowed), if applicable. Proposals containing "payment in advance" or "C.O.D." requirements may be rejected. Payments on the awarded Proposals will be made upon delivery of services and/or commodities, if applicable, in accordance with established payment procedures of the Division of Finance of the Calcasieu Parish Police Jury.
- 6. Amount of Bid Bond Required: Not Applicable.
- 7. Amount of Performance Bond, if required: <u>NA %</u> of proposal. Amount of Payment Bond, if required. <u>NA %</u> of proposal.
- 8. To assure consideration of your proposal, all proposals and addenda together with the bid guaranty (if applicable) should be returned in an envelope or package clearly marked with the proposal opening date and the proposal description, as to indicate its contents without being opened. This envelope shall be sealed and delivered to the location designated herein prior to or by the proposal date and time specified in the official advertisement. No responsibility will be attached to Calcasieu Parish Police Jury or LWDB #51 for the premature opening of a package not properly addressed and identified, and/or delivered to the wrong office. The Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Calcasieu Parish Police Jury and LWDB #51 are not responsible for any delays caused by the Proposer's chosen means of proposal delivery. The Proposer is solely responsible for the timely delivery of its proposal. Proposals received after the time specified will not be accepted or considered and will be returned to the Proposer.

- 9. IMPORTANT: By signing the proposal, the Proposer certifies compliance with all Instructions to Proposers, special conditions and specifications, and further certifies that this proposal is made without collusion or fraud. The proposal is to be manually signed in ink by a person authorized to bind the vendor, as previously stated. All proposal information shall be made with ink or typewritten, or electronically submitted. Any cost incurred by the Proposer in preparing or submitting the proposal are the responsibility of the Proposer and will not be reimbursed by the Calcasieu Parish Police Jury or LWDB #51.
- 10. Address all inquiries and correspondence to the contact person(s) at the addresses shown in Section 1.3 RFP Contact Person(s). If no contact person(s) is listed in the specifications, please send your inquiries to <u>purchasing@calcasieu.gov</u>. Questions or inquiries regarding proposal documents or specifications are due within seven (7) days from proposal opening. Inquiries received after this time period may not be answered or addressed.
- 11. Conference Date: NA .

12. Proposal Forms.

All paper proposals must be submitted on the forms provided in the RFP (where appliable) including the Price Proposal Form and Proposal Form herein provided or Electronic Proposal Forms. Where additional forms are not provided in the RFP package, Proposers are to provide any items requested and responses to the questions/inquires found in the Evaluation Criteria section of the RFP. Paper Proposals may be obtained in the Office of the Parish Purchasing Agent in the Government Building, requested via email at purchasing@calcasieu.gov, or accessed via electronic bidding through www.calcasieu.gov. All written proposals, unless otherwise provided for, must be submitted on, and in accordance with, forms provided herein, properly signed, as previously stated.

Proposals submitted in the following manner will not be accepted:

- A. Proposal contains no signature indicating intent to be bound;
- B. Proposal filled out in pencil; and/or
- C. Proposal not submitted on the enclosed Proposal Form (Paper Form).

13. Standards of Quality.

The Calcasieu Parish Police Jury (as fiscal agent) and LWDB #51 reserve the right to reject any materials it deems unsuitable for the proposed intent. Any service or commodity, if applicable, shall conform to all applicable federal, state, or municipal laws and regulations and the specifications contained in the RFP documents.

14. Proposal Opening.

Proposers may attend the proposal opening, but no information or opinions concerning the ultimate contract award will be given at the proposal opening or during the evaluation process.

15. Award.

The Calcasieu Parish Police Jury and LWDB #51 reserve the right to award items separately, grouped or on an all-or-none basis and to reject any or all proposals. Each and every proposal will be evaluated based upon the criteria established in the RFP. Final determination based upon previously stated criteria of purchase award, is to be the sole discretion of the Calcasieu Parish Police Jury and LWDB #51.

Proposers who qualify their proposal response by adding additional terms and/or conditions in the proposal that were not included or requested in this RFP may be rejected. If there are any questions on items included in this RFP or items not included that the Proposer believes should be included, the Proposer should submit the inquiry/question seven (7) days prior to the RFP opening for evaluation and clarification.

At the option of the Calcasieu Parish Police Jury and LWDB #51, the Calcasieu Parish Police Jury may take formal action to award the RFP to the Proposer that will be the most advantageous to the LWDB #51, price and other factors considered pending final contractual negotiations. Whether an award is made or not by the Calcasieu Parish Police Jury, if for any reason the Proposer, whose proposal is most responsive to the LWDB #51's needs, does not agree to the terms of a contract, that proposal shall be rejected and the Calcasieu Parish Police Jury may negotiate with the next most responsive Proposer.

16. Prices.

Unless otherwise specified by the Calcasieu Parish Police Jury and LWDB #51 in the RFP, proposal prices must be complete and firm for acceptance for a minimum of forty-five (45) days. If accepted, prices must be firm for the contractual period. Prices should be quoted in the unit as specified in this RFP package.

17. Deliveries/Acceptance.

Proposals may be rejected if the time period for performing services (or delivery of commodities, when applicable) indicated is longer than that specified in this RFP.

18. Taxes.

The Calcasieu Parish Police Jury and LWDB #51 are exempt from all state and local sales and use taxes provided by LSA--R.S. 47:301 (8)(c).

19. Contract.

Please see attached draft contract. This draft contract is subject to change at the Calcasieu Parish Police Jury and/or LWDB #51's discretion when deemed necessary. There are certain contractual requirements that are non-negotiable including, but not limited to, the federal grant contractual language, audit and retention of records, governing law, non-appropriation language, and termination provisions. The Parish will work with the selected Proposer on the final contract terms including any proposed costs that are negotiated for reasonable cost purposes. The entire RFP package in accordance with all plans, specifications, instructions, general conditions, special conditions, any addenda issued, and the proposal, including alternates, unit prices becomes the contract upon award by the Calcasieu Parish Police Jury (fiscal agent) and LWDB #51. The Successful Proposer shall and will provide and furnish all materials, equipment, and labor and perform the work required to complete in a thorough and professional manner, to the satisfaction of the Calcasieu Parish Police Jury and LWDB #51 in accordance with all plans, specifications, instructions, general conditions, special conditions, any addenda issued, and the proposal, including alternates, unit prices, and allowances (if applicable) on file in the office of the Calcasieu Parish Police Jury, as fully as if set out herein, and hereby becomes a part of the resulting contract.

20. Warranties, Termination of Agreement and Dispute Resolution.

The Successful Proposer warrants the following: (1) that it has the experience and ability to perform the scope of work required in this RFP and the resulting contract, (2) that it will perform said scope of work in a professional, competent and timely manner, (3) that its services, reports and materials furnished hereunder will be represented, (4) that it has the power to enter into and perform the scope of work stated in this RFP and the resulting contract, and (5) that its performance of the resulting contract shall not infringe upon or violate any third party or any federal, state or municipal laws.

While all parties agree to negotiate all contractual disputes in good faith, the Calcasieu Parish Police Jury and LWDB #51 reserve the right to terminate this agreement at any time upon written notice of termination, in which event, the Successful Proposer will be reimbursed for all activity, commodities and/or services satisfactorily provided up until the date of termination. If the notice of termination states that it is "for cause", the Calcasieu Parish Police Jury and/or LWDB #51 will state the cause or causes alleged and may withhold payment of any costs and fees related to, arising from or incident to the stated cause or causes for termination. If the parties are unable to independently and satisfactorily resolve any disagreement then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the 14th Judicial District Court for Calcasieu Parish, Louisiana.

21. Default of Successful Proposer.

Failure to deliver within the time specified in the RFP and/or proposal will constitute a default and may cause cancellation of the contract and/or the bid guaranty (if applicable) accompanying the proposal shall be forfeited by the Successful Proposer. Where the Calcasieu Parish Police Jury or LWDB #51 has determined the Successful Proposer to be in default, the Calcasieu Parish Police Jury and/or LWDB #51 reserves the right to purchase any or all commodities or services covered by the contract on the open market and to charge the Successful Proposer with cost in excess of the contract price.

22. Order of Priority.

In the event there is a conflict the following priority shall govern; (a) final contract, (b) Request for Proposal specifications and subsequent addenda (if any), (c) Instructions to Proposers, and (d) other criteria including the Proposer's Proposal.

23. Applicable Law.

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

24. Equal Opportunity.

By submitting and signing this proposal, Proposer agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

25. Special Accommodation.

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act who has submitted a proposal and desires to attend the proposal opening, must notify this office in writing not later than seven (7) days prior to the proposal opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed before the proposal opening.

26. Indemnity.

The Successful Proposer will indemnify, defend, and hold harmless the Calcasieu Parish Police Jury and LWDB #51's employees and agents, from and against any and all claims or liabilities arising from the fault of the Successful Proposer, its employees, subcontractors, or agents in carrying out the Successful Proposer's duties and obligations under the terms of this agreement. The Calcasieu Parish Police Jury and LWDB #51 will indemnify, defend, and hold harmless the Successful Proposer, including the Successful Proposer's employees and agents, from and against any and all claims or liabilities arising from the fault of the Calcasieu Parish Police Jury and/or LWDB #51, its employees or agents in carrying out the Calcasieu Parish Police Jury and/or LWDB #51's duties and obligations under the terms of this agreement. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

27. Change Orders & Amendments

Change orders and Amendments, if applicable, shall be justified in writing and approved by the Calcasieu Parish Police Jury and LWDB #51 prior to work commencing. Cost savings realized by the Successful Proposer as a result of any change orders shall be reimbursed to the Calcasieu Parish Police Jury and/or LWDB #51.

28. Rejection.

The LWDB #51 and/or Calcasieu Parish Police Jury, as fiscal agent, reserve the right to reject any and all proposals.

29. Invoices.

Invoice shall be made out by the Proposer using his own invoice forms. A copy of the official Purchase Order should be attached to the invoice, if applicable. Payments on the awarded proposals will be made in accordance with established payment procedures of the Division of Finance of the Calcasieu Parish Police Jury.

30. Small, Women Owned, and Minority Businesses.

The Calcasieu Parish Police Jury and LWDB #51 have gone on official record to encourage participation by small, women owned, and minority businesses. Proposers are also encouraged to take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms and/or suppliers are used when possible.

Proposal delivery instructions for Calcasieu Parish Police Jury. The Proposer may submit their response utilizing one of the below delivery options:

A. Paper Proposals may be mailed through the U.S. Postal Service or delivered by hand or courier service to the Parish's physical location as follows:

Calcasieu Parish Police Jury Purchasing Department 1015 Pithon Street, Third Floor Lake Charles LA 70601

The proposals will be opened by the Purchasing Agent at the date and time specified in the advertisement. The opening will take place at the below location. Proposals can be hand delivered and turned in at this location right before the opening.

Calcasieu Parish Police Jury Government Building 1015 Pithon Street, First Floor Lake Charles, LA 70601

The Proposal shall be sealed in a package(s) showing, in addition to the address shown above, the following information should be included on the outside:

Proposer's Name, Contact, Phone Number, and Email address Proposal Name Proposal Due Date Louisiana Contractor's License (if applicable)

Each Proposer submitting a sealed paper proposal should submit the following: (a) one (1) original response (marked "original"), (b) five (5) copies of the proposal (marked "copy") and (c) an electronic media copy (cd, thumb drive, etc.) of the proposal. The cd, thumb drive, etc. will become the property of the Parish.

B. Proposals can also be submitted online through www.calcasieu.gov via Bid Express (www.bidexpress.com). New accounts for electronic bidding can take several days before they are active. Please contact Bid Express for more information on the timeline for new accounts at support@bidexpress.com or 1-888-352-2439.

The Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Calcasieu Parish Police Jury and LWDB #51 are not responsible for any delays caused by the Proposer's chosen means of proposal delivery. The Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

CURRENT INSURANCE CERTIFICATE SHOULD BE SUBMITTED WITH PROPOSAL



Political Subdivision Certification

Sales Tax Application/Exemption Certificate Louisiana Revised Statute 47:305.7(A)(1) Mail to:

Louisiana Department of Revenue Taxpayer Compliance Division - SES P.O. Box 66362

Baton Rouge, LA 70821-6362

Email: LDR-SalesExemptionApplications@la.gov

Fax: (225) 237-6762 For Questions: Phone: (855) 307-3893

This form is for use by political subdivisions when applying for certification and exemption from the collection of state sales tax as provided for under La. R.S. 47:305.7(A). Completed forms should be mailed, emailed, or faxed to the Louisiana Department of Revenue for approval.

			P	LEASE PRINT OR TYPE					
Political Subdivision	LDR Account Number (if applicable)								
Calcasieu Parish Police Jury		72-6000234							
Address	City		State	ZIP					
1015 Pithon St/PO Box 3287	Lake Charle	s	LA	70601					
The above referenced entity does hereby certify that t of the following:	he entity is a public	agency of the State o	f Louisian	a with legal status as one					
State agency, board, or commission		Parish school bo		olic school					
Municipal government or instrumentality to		Law enforcemen							
Public charter school (La. R.S. 17:3971-4	001)	■ Waterworks dist							
Hospital service district		Parish and muni	cipal libra	ries					
Public housing authority		Other							
Parish government or instrumentality the	reof								
property and digital products by the above referenced political subdivision are totally exempted from the sales tax levied by the State as provided by La. R.S. 47:305.7(A)(1). The Louisiana Constitution, Article VI, §44(2) defines a political subdivision as "a parish, municipality, and any other unit of local government, including a school board and a special district, authorized by law to perform governmental functions."									
The authorized person for the political subdivision certifies that the entity meets the criteria for the sales tax exclusion under La. R.S. 447:305.7(A)(1), and if sales tax is later found to be due, the entity will be responsible for any tax liabilities.									
A copy of the state law or local ordinance creating Department of Revenue. The state law or local ord sunset provisions imposed.									
Notice to Dealer: Report this sale on Schedule A government and Louisiana state and local government									
Signa	ature of Authorize	d Agent							
Authorized Agent	Title								
Kristie Cumberland	Purch	asing Agent							
Signature	Date (mm)	(dd/yyyy)							
(Inty Car)	04/08	3/2025							
	For Official Hos								
For Official Use Louisiana Exemption Identification Number									
☐ Approved ☐ Disapproved	Effective [Date:	Expiration	on Date:					
Signature of Department Representative	Date (mm/	Date (mm/dd/yyyy)							