

REQUEST FOR QUALIFICATION

Apostolic Christian School
A Private Non-Profit college preparatory K4-12th grade school owned by
First Apostolic Church of Lafayette (FACL) dba, Apostolic Christian School
FEMA DR #4277; PW 1262

717 Duhon Rd.
Lafayette, LA 70506
Telephone: 337-981-7777

Steven D. Schwing, Sr., Pastor/President

UPDATES PER RECENT INQUIRIES POSTED ON

LAST PAGE ON MAY 24TH, 2019

**REQUEST FOR QUALIFICATIONS (RFQ) FOR
ARCHITECTURAL AND ENGINEERING SERVICES**

Apostolic Christian School

**A Private Non-Profit (PNP) college preparatory K4-12th grade school owned by First Apostolic Church of Lafayette (FACL) dba, Apostolic Christian School
FEMA DR #4277; PW 1262**

The Apostolic Christian School, **a private non-profit college preparatory K4-12th grade school owned by First Apostolic Church of Lafayette (FACL) dba, Apostolic Christian School (ACS), herein referred to as ACS**, is seeking assistance for engineering services for Disaster Recovery CDBG and FEMA funds (via GOHSEP) and subsequent implementation of its relocation/rebuilding project in the Parish of Lafayette, State of Louisiana, located at the site noted herein (**see attached plat**).

The type of project involved is as follows:

PART ONE: SCOPE OF SERVICES

ACS is soliciting qualification statements for architect and engineering (A&E) services to assist ACS with preliminary A&E, design A&E, and inspections of this project in compliance with Disaster Recovery FEMA, GOHSEP, and CDBG Program requirements. The agreement will be on a lump sum, fixed price basis (or cost reimbursement "not to exceed" basis), with payment terms to be negotiated with the selected offeror. The maximum amount of A&E fees that can be with Disaster Recovery FEMA funds may require adjustments in the proposed contract amount.

The services to be provided will include, but not be limited to:

1. Designing system improvements, construction engineering, architectural drawings, and buildings plans.
2. Assisting any ACS personnel and any administrative consultant with the construction bid package in conformance with applicable federal requirements and supervising the bid advertising, tabulation, and award process, including preparing the advertisements for bid solicitation, conducting the bid opening, and issuing the notice to proceed.
3. Assist in conducting the preconstruction conference.
4. Field staking, on-site supervision of construction work, and preparing inspection reports.
5. Reviewing and approving all contractor requests for payment and submitting approved requests to the governing body.
6. Produce reproducible final plan drawings upon completion prepare operating and maintenance manuals.
7. ACS may utilize previously created drawings/schematics as a baseline plan for the campus/building layout. The winning firm would need to incorporate those drawings into the program should such be used.
8. Conducting final inspection, testing, geo-surveying, and all other testing/permitting necessary for building.
9. Site survey, evaluation, design, and construction of new facilities for a private, non-profit school, which include:
 - o K4-12th grade private school campus (nursery included)
 - o Sanctuary/Auditorium complex inclusive of Sunday School classrooms
 - o Gymnasium/Pavilion for recreational use
 - o Commercial kitchen within gymnasium
10. Consideration of flood zone requirements
11. Valuation and construction of existing perimeter fencing

12. Considerations of requirements and of servitudes, utilities, green space, and public works and delivery thereof. In particular, we are looking for firms with experience in construction of educational facilities as described herein as well as experience in compliance with federal guidelines related to FEMA policies and procedures, HUD/CDBG policies and procedures, and GOHSEP policies and procedures.

PART TWO: REQUEST FOR QUALIFICATION STATEMENTS

The following information should be included under the title “Request for Qualification Statements for Architectural and Engineering Services for the Disaster FEMA/GOHSEP/CDBG Program”:

1. Name of Respondent
2. Respondent address
3. Respondent telephone number
4. Respondent federal tax identification number
5. Name, title address, telephone number, fax number, and email address of contact person authorized to contractually obligate the Respondent on behalf of the Respondent.

Contents of RFQ

Respondents should letter and number responses exactly as the questions are presented herein. Interested Respondents are invited to submit RFQs that contain the following information:

1. Introduction (transmittal letter)
2. Background and Experience
3. Specialized Knowledge
4. Personnel/Professional Qualifications

1. Introduction (transmittal letter)

By signing the letter, the Respondent certifies that the signatory is authorized to bind the Respondent. The RFQ response should include:

- a. A brief statement of the Respondent’s understanding of the scope of the work to be performed;
- b. A confirmation that the Respondent meets the appropriate state licensing requirements to practice in the State of Louisiana;
- c. A confirmation that the Respondent has not had a record of substandard work within the last five years;
- d. A confirmation that the Respondent has not engaged in any unethical practices within the last five years;
- e. A confirmation that, if awarded the contract, the Respondent acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- f. Any other information that the Respondent feels appropriate;
- g. The signature of an individual who is authorized to provide information of this nature in the name of the Respondent submitting the RFQ

2. Background and Experience

Respondents should:

- a. Describe Respondent’s firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure and any recent or materially significant proposed change in ownership.
- b. Describe any prior engagements in which Respondent’s firm assisted a governmental entity in dealings with Disaster Recovery projects and any other projects relating to FEMA,

GOHSEP, and CDBG. Respondent should include all examples of work on similar projects as described in Part One. Respondent should provide a list of completed Disaster Recovery or projects, and/or similar FEMA, GOHSEP, and CDBG projects. Preference is for the types of projects similar to those described in Part One. (For example; if the RFQ is for drainage projects it is not necessary or of only of secondary importance to provide information on how many sewer or water FEMA, GOHSEP, and CDBG projects Respondent has performed.) Respondent should provide the names, phone numbers, and emails of contact persons in the organizations for whom any projects referenced in this section were conducted. Respondent should include written references (letters or forms are acceptable) from previous clients attesting to the quality of work and compliance with performance schedules Respondent cites in this section.

- c. Describe the firm's workload and current capacity to accomplish the work in the required time
- d. Describe any issue the characteristics of which would be uniquely relevant in evaluating the experience of Respondent's firm to handle the proposed project(s).
- e. Describe Respondent's firm's presence in and commitment to Louisiana.
- f. Provide current information on professional errors and omissions coverage carried by Respondent's firm, including amount of coverage.
- g. Provide evidence of adequate financial stability through certified financial statements, including a balance sheet and income statement. The state reserves the right to request any additional information to assure itself of a Respondent's financial status.

3. Specialized Knowledge

Respondents should:

- a. Describe their knowledge and experience in the particular types of projects described in Part One.
- b. Describe their knowledge of FEMA/GOHSEP's Public Assistance Program, and HUD's requirements for the Community Development Block Grant Program. Describe their knowledge of FEMA/GOHSEP's Public Assistance Program and OCD/DRU Disaster Recovery program.

4. Personnel/Professional Qualifications

Respondents should:

- a. Identify staff members (as applicable), in the job classifications of (1) Principal in Charge, (2) Project Engineer, (3) Senior Engineer, (4) Mid-level Engineer, (5) Junior Engineer (6) Surveyor, (7) Engineer interns (8) Senior CAD technician, (9)CAD technician, and (10) Engineering technician, (11) Architects; who would be assigned to act for Respondent's firm in key management and field positions providing the services described in Part One: Scope of Services, and the functions to be performed by each.
- b. Include resumes or curriculum vitae of each such staff member designated above, including name, position, telephone number, fax number, email address, education, and years and type of experience. Describe, for each such person, the projects relevant to FEMA and CDBG and/or Disaster Recovery on which they have worked. Provide the names, telephone numbers, and email addresses of contact persons with the firms or organizations with whom these staff members worked on FEMA and CDBG and/or Disaster Recovery projects.
- c. Estimate the number of persons to be assigned to this project, indicating the number working in Louisiana and the number working elsewhere.

PART THREE: SELECTION CRITERIA

ACS shall evaluate each potential contractor in terms of its:

1. Professional qualifications necessary for satisfactory performance of required services;
2. Specialized experience and technical competence in the type of work required,
3. Capacity to accomplish the work in the required time;
4. Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules;
5. Location in the general geographical area of the project and knowledge of the locality of the project; provided, that application of this criterion leaves an appropriate number of qualified firms, given the nature and size of the project;

Respondents will be evaluated on the basis of the written materials submitted and according to the following factors:

1. Experience of the firm with this particular type of construction project(s) as described in Part One*
 - A) Over 10 years 30 pts.
 - B) Over 5 years 15 pts.
 - C) Less than 5 years 5 pts.
 2. Experience of the firm with other type of FEMA/CDBG/GOHSEP construction projects.
 - A) More than 10 similar projects 25 pts.
 - B) Between 5 and 10 similar projects 15 pts.
 - C) Less than 5 similar projects 5 pts.
 3. Staffing capacity to accomplish and perform the work, and proof of meeting timelines.
 - A) Demonstration of adequate staffing to perform work 20 pts.
 - B) Demonstration of capacity that time deadlines from previous projects were met. 10 pts.
 4. Letters of reference from other clients attesting to firms:
 - A) Quality of work performed 15 pts.
 - B) Past performance with other private/commercial entities 10 pts.
- Total Points 110 pts.

In the event of a tie, oral interviews will be held with those firms. As a result of the interviews, ACS will determine which firm will be selected to enter into contract negotiations. Unsuccessful firms will be notified as soon as possible.

Questions should be addressed to Steven D. Schwing at 337-981-7777. Responses to this RFQ should be hand-delivered to Steven D. Schwing at the 717 Duhon Road, Lafayette, Louisiana, 70506 or mailed to the same address.

Responses to this RFQ must be received no later than June 6th, 2019; 6:00PM. Please state "Disaster Recovery CDBG Qualifications Statement-Architectural and Engineering Services" on the cover.

ACS, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Any RFQ received after scheduled deadline, will be returned unopened. RFQ packets, specifications, and Instructions to INTERESTED VENDORS may be obtained without charge from the administrative offices of ACS. In case of ambiguity, duplication, or obscurity in the RFQ's, ACS reserves the right to construe the meaning thereof. ACS further reserves the right to reject any and all RFQ's, accept the best RFQ deemed in the best interest of ACS and waive informalities.

Posted: May 7th, 2019; Published by The Advocate for 30 days, and it will be posted at <http://www.lafayettefac.org>.

CDBG COMPLIANCE PROVISIONS FOR PROFESSIONAL SERVICES

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1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
(applicable to contracts and subcontracts above \$10,000)

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

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

3. CIVIL RIGHTS

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

4. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

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

5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

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

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

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

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)
(applicable to contracts and subcontracts over \$10,000)

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

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

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

8. AGE DISCRIMINATION ACT OF 1975

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

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

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

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

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

of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

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

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

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

13. REPORTING REQUIREMENTS

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

14. CONFLICT OF INTEREST

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

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

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

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

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

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

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

20. ENERGY EFFICIENCY

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

21. SUBCONTRACTS

A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.

B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

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

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

25. Changes

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

26. Personnel

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

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

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

27. Anti-Kickback Rules

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

28. Assignability

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

29. Interest of Contractor

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

30. Political Activity

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

31. Compliance with the Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. Discrimination Due to Beliefs

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

33. Confidential Findings

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

34. Lobbying

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

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

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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CONTRACTOR OR SUBCONTRACTOR'S SECTION 3 PLAN

Section 3 Plan Format

(Name of contractor) _____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of _____.

- A. To ascertain from the locality's Disaster Recovery CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. *To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. *To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc. which document that all of the above affirmative action steps have been taken. *Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of _____ (Name of Contractor/Subcontractor) _____, we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

CONTRACTOR/SUBCONTRACTOR'S SECTION 3 TABLES A & B, IF REQUIRED

TABLE A

PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING _____ 20__ THROUGH _____ 20__

(Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Type Of Contract (Business or Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number Of Contracts to Project Area Businesses*	Estimated Dollar Amount of Project Area Businesses*

*The Project Area is coextensive with the ACS' boundaries.

Company

Project Name

EEO Officer (Signature)

Project Number

Date

TABLE B
ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

I hereby certify that, as of the above date, the information provided in this Request for Qualifications is true and sufficiently complete to not be misleading.

Signature

Company

Date



SCALE: 1" = 50'

OWNER/DEVELOPER:
 QUINT M. PARTNERSHIP, LLC
 10000 W. BRIDGEWAY, SUITE 100
 DALLAS, TEXAS 75241

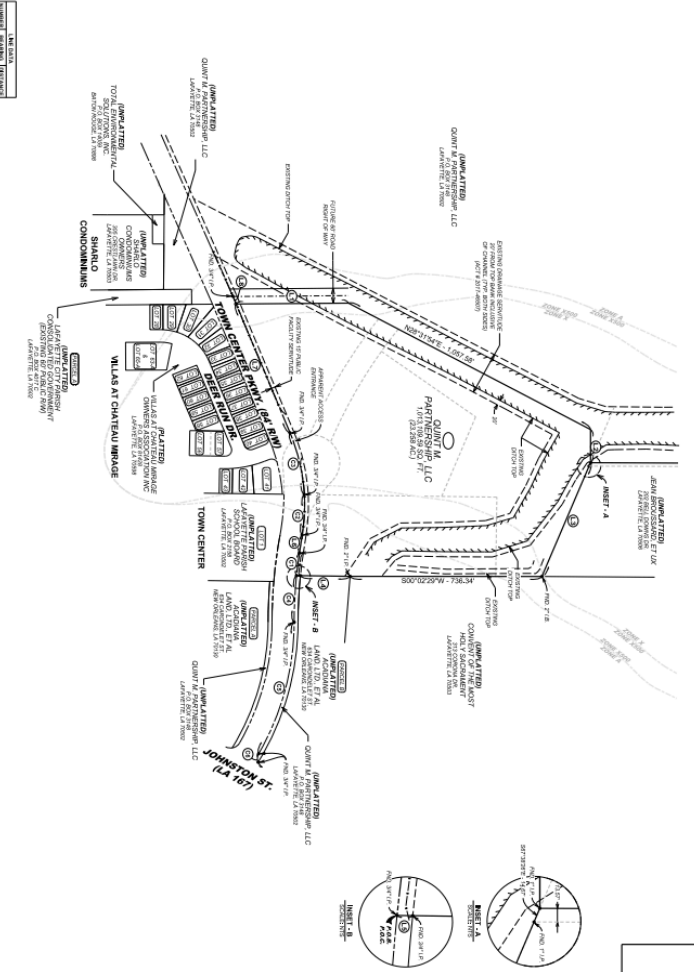
TYPES OF IMPROVEMENTS:
 IMPROVEMENTS TO BE MADE TO THE PROPERTY ARE LIMITED TO THE INSTALLATION OF UTILITY LINES, PAVEMENT, AND OTHER IMPROVEMENTS NECESSARY TO THE DEVELOPMENT OF THE PROPERTY AS SHOWN ON THIS PLAN. THE PROPERTY IS TO BE DEVELOPED AS A COMMERCIAL/RESIDENTIAL DEVELOPMENT.

LEGAL DESCRIPTION:
 THE PROPERTY IS DESCRIBED AS: [Detailed legal description of the land parcels, including lot numbers and acreage.]

GENERAL NOTES:
 1. THE PROPERTY IS TO BE DEVELOPED AS A COMMERCIAL/RESIDENTIAL DEVELOPMENT.
 2. THE PROPERTY IS TO BE DEVELOPED AS SHOWN ON THIS PLAN.
 3. THE PROPERTY IS TO BE DEVELOPED AS SHOWN ON THIS PLAN.

LOCAL ORDINANCES:
 THE DEVELOPMENT OF THIS PROPERTY IS SUBJECT TO THE LOCAL ORDINANCES OF THE CITY OF LAFAYETTE, TEXAS, INCLUDING BUT NOT LIMITED TO THE LAFAYETTE CITY CHARTER AND THE LAFAYETTE CITY CODE. THE DEVELOPMENT OF THIS PROPERTY IS SUBJECT TO THE LAFAYETTE CITY CHARTER AND THE LAFAYETTE CITY CODE. THE DEVELOPMENT OF THIS PROPERTY IS SUBJECT TO THE LAFAYETTE CITY CHARTER AND THE LAFAYETTE CITY CODE.

SOUTHWESTERN LAND DISTRICT
 LAFAYETTE PARISH
 CITY OF LAFAYETTE
 SECTION 17

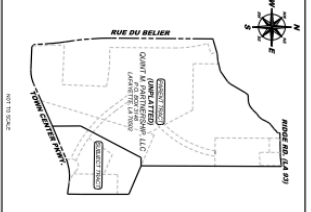


LOT	AREA	ACREAGE
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96	0.12	0.12
97	0.12	0.12
98	0.12	0.12
99	0.12	0.12
100	0.12	0.12

LEGEND:
 - - - - - EXISTING CURBLINE
 - - - - - PROPOSED CURBLINE
 - - - - - EXISTING UTILITY LINES
 - - - - - PROPOSED UTILITY LINES
 - - - - - EXISTING PAVEMENT
 - - - - - PROPOSED PAVEMENT
 - - - - - EXISTING SIDEWALKS
 - - - - - PROPOSED SIDEWALKS
 - - - - - EXISTING DRIVEWAYS
 - - - - - PROPOSED DRIVEWAYS
 - - - - - EXISTING FENCES
 - - - - - PROPOSED FENCES
 - - - - - EXISTING SIGNAGE
 - - - - - PROPOSED SIGNAGE
 - - - - - EXISTING TREES
 - - - - - PROPOSED TREES
 - - - - - EXISTING LANDSCAPING
 - - - - - PROPOSED LANDSCAPING



PRELIMINARY PLAN SHOWING
 THE LAYOUT OF THE PROPOSED IMPROVEMENTS
 FOR THE PROPERTY OF
 QUINT M. PARTNERSHIP, LLC
 10000 W. BRIDGEWAY, SUITE 100
 DALLAS, TEXAS 75241



PROJECT NO.	10000
DATE	10/15/2023
OWNER	QUINT M. PARTNERSHIP, LLC
PROJECT	LAFAYETTE CHATEAU MIRAGE
SCALE	AS SHOWN ON THIS PLAN
DATE	10/15/2023
BY	J. M. [Name]
CHECKED BY	[Name]
DATE	10/15/2023

PLAT

Updates per Inquiries:

1. Anticipated square footage per building.

Church/Auditorium: 21,000

School: 22,700

Future gym: 6,530 (*not in budget*)

2. Anticipated number of school classrooms (including lab, nursery, restrooms and admin offices): 24

3. Anticipated number of Sunday School classrooms: 9

4. Anticipated number of offices: 5

5. Size of entire campus in terms of building footprint:

450'x600' (with parking lots)

405'x 240' (without parking lots)

6. Anticipated size of cafeteria complex:

This is *already* included in school building footage above.

7. Budget of project.

\$6.8 - \$7.0 million

NOTES

-Some of the spaces *can be* shell only to meet our budget.

-Gym doesn't need to be engineered or detailed in drawings at this time. A simple rectangle with reference "future gym" will suffice.