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PURCHASING & PROCUREMENT POLICY



**ST. JOHN THE BAPTIST PARISH
COUNCIL**

POLICIES AND PROCEDURES

PURCHASING & PROCUREMENT POLICY

ISSUED

12/09/08

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NO.


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APPROVED

Natahi Robottom

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PURCHASING & PROCUREMENT POLICY

These policies and procedures are intended to serve as guidelines for the procurement of materials, supplies, equipment, construction activity and professional or other services for St. John the Baptist Parish, hereinafter referred to as the Parish. These guidelines are intended to address current local, state and federal procurement guidelines while obtaining the lowest possible cost consistent with the quality needed for each specific procurement activity. From time to time, it may be necessary to update the enclosed policy may be done by formal amendment to this policy or interim policy operational changes to be formalized at a later date.

I. CONFLICT OF INTEREST/CODE OF CONDUCT



No employee, officer, or agent of the Parish shall participate in the selection or in the award or administration of a contract of the Parish if a conflict of interest, real or apparent, would be involved. Such a conflict could arise if the employee, officer or agent, any member of his/her immediate family (as defined under LA State Ethics), his/her partner, or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.

No officer, employee or agent of the Parish shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the gift is an unsolicited item of nominal intrinsic value (promotional items), the unsolicited item complies with the food and drink exception of Louisiana Revised Statute 42:1115 or the unsolicited item complies with any other exception provided by Louisiana law or the Louisiana Board of Ethics.

Any alleged violations of these standards of conduct shall be referred to the Parish Administration for further review. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal. Where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

II. PROCUREMENT PROCEDURES

The director or supervisor of each department of the Parish is responsible for procurement of materials, supplies, equipment, construction activity and professional or other services and shall review all proposed procurement actions for actual need in order to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider initial project cost estimates, budget funding availability and possible consolidation or breaking out to obtain a more economical purchase without violating other state "bid splitting" prohibitions. The department should also determine the source of funding for the procurement activity (i.e. local, state or federal funds), and coordination with grant manager when procurement involves grant activity.

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While some type of initial cost estimate, even if informal, should be obtained on all procurements, Section III (B) (2) requires a documented cost or price analysis on all procurement actions involving federal funds. This detailed cost or price analysis must be performed by the department when federal grant funds are utilized for the procurement purchase and should also be considered with procurements using other state grant funds, if required by the grantor Agency.

Section III (A) identifies the local and state procurement methods while Section III (B) (1) identifies the federal procurement methods available. Federal procurement requirements state that, if federal grant funds are involved, then the federal procurement methods are required unless the local or state procurement methods are more restrictive. Please note that the more restrictive method should be utilized when federal grant funds are involved. For example, local and state requirements necessitate the commodities must be formally bid with the proper advertisement at \$30,000 or more. The federal procurement methods establish a small purchases method for all purchases under \$250,000 which consists of obtaining an adequate number of quotes. The federal method would not be sufficient if federal grant funds are involved since local and state requirements establish a lower procurement level for commodities. The department should also ensure that communication with the Finance Department is maintained in procurement activity.

All procurement shall be carried out in a manner that provides maximum free and open competition. Specific procurement procedures will not restrict or eliminate competition. The Parish shall not place unreasonable requirements, such as unnecessary experience or bonding requirements on firms in order for them to qualify to do business, nor will the Parish encourage or participate in noncompetitive practices among firms. The Parish will stay alert for organizational conflicts which could jeopardize the negotiation process and limit competition.

After the procurement approach is determined, all actual solicitations of offers shall incorporate a clear and accurate description of the technical requirements for the material, service, or product to be procured in accordance with state or federal law, whichever is applicable to the transaction. In competitive procurements, these descriptions shall not contain features which unduly limit competition. The description may include a statement of the qualitative nature of the material, product, or service and the minimum essential characteristics and standards to which it must conform for it to satisfy its intended use. Detailed product specifications, which limit competition, shall be avoided whenever possible. A "brand name or equal" description may be used to define the performance or other prominent requirements of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated.

All solicitations of offers shall clearly set forth all requirements which offerors must fulfill and all other factors to be used in evaluating bids, proposals, or statements of qualifications. Contracts shall be awarded to the responsible and/or responsive contractors/firms with the low quote/bid when qualifications and/or scoring criteria are not required. If the low quote/bid is not accepted then proper justification will be denoted in the procurement file. If qualifications

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and/or scoring criteria are utilized then the quote/bid that demonstrates the vendor's potential ability to perform successfully under the terms and conditions of the proposed procurement will be selected based on the scoring criteria. Some of the qualifications and/or scoring criteria may be, but are not limited to, such factors as the contractor's/firm's capacity, integrity, compliance with public policy, record of past performance, and financial and technical resources.

The Parish shall take steps to assure that small and minority firms, women's business enterprises, and labor surplus firms are solicited whenever they are potentially qualified sources. In certain cases, the Parish will work to achieve affirmative action. The Parish shall also consider the feasibility of dividing total requirements into smaller tasks or quantities, without violating other state bid laws, so as to permit maximum participation by small and minority firms, women's business enterprises, and labor surplus firms. Where permitted by regulations, delivery schedules will be developed which will include participation by such businesses. The Parish shall assist the prime contractor whenever possible by providing copies of lists which identify qualified small and minority firms, women's business enterprises, and labor surplus area firms.

III. METHODS OF PROCUREMENT

Each department, in coordination with the Finance Department when needed, should determine the applicable procurement method depending on the item being purchased, the estimated cost of the item and the source of funding for the expenditure. Direct procurement by the Parish shall be made by using one of the following applicable methods.


The thresholds below are in accordance with the Louisiana Code 2CFR 200.320. As thresholds changes, 2CFR 200.320 prevails over the Purchasing and Procurement Policy.

(A) Non-Federal Purchases Including Purchases Funded with Local or State Sources

(1) Materials and Supplies (Commodities or Telecommunication Equipment and Software), Including Associated Installation Costs

(a) \$0 - \$9,999

- No bid or quote required. Purchase orders are required for all purchases, including: (1) items included in an annual, semi-annual or other time period standard bid, (2) state contract items or (3) fixed asset purchases.
- Department is responsible for ensuring that a reasonable cost is obtained.
- Approvals required from Department Director and Purchasing Director.

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(b) \$10,000 - \$29,999

- Written quotes (three quotes or an explanation as to why unable to obtain three quotes), with vendor signatures. Oral quotes may be used, but documented with approval from the Finance Department. If less than three quotes are received, consideration should be given to how many requests were distributed to the vendors and any other circumstances justifying the use of less than three quotes.
- Purchase orders are required to serve as a written confirmation of accepted offers as required by state law.
- Approvals required from Department Director, Purchasing Director, CFO, CAO and Parish President.


(c) \$30,000 or above

- Formal advertisement and electronic bidding with award to lowest responsive and responsible bidder or use of state contract option. A purchase order which serves as the contract is required with approvals of the Department Director, Purchasing Director, CFO, CAO, and Parish President. The Parish requires the successful bidder to include a 5% bid bond on fixed price commodity purchases, even though state law only addresses bid bonds for public works activities.
- For purchases of commodities of \$100,000 or more, consideration should be given to requiring payment and performance bonds if significant installation costs are applicable.
- Consideration should be given to incorporating a requirement that all commodity solicitations for bid, as well as any resulting contract, state that the vendor prices charged on bid items do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

****** If on a parish-wide basis, the annual purchase costs for a particular commodity exceeds the \$30,000 formal bidding threshold, then the Parish must procure the items through formal bidding procedures. This formal bid process is referred to above as a standard bid and includes purchases such as bulk oil, road base, automobile and equipment parts, food pantry items, etc.

(2) Services, including Repairs, Consultants, Professional, etc., which are not classified as Public Works Activities

When non-federal funds are being utilized to fund a specific procurement, it is the intent of this policy to attempt to obtain competitive prices on service-related activity whenever it is feasible to do so. However, there are certain services that are of such a specialized field, sensitive in nature, emergency related, covered by other eligibility program requirements or for another viable reason makes the procurement not susceptible to further procedures. Procedures for other service related procurements that are feasible

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will comply with the following guidelines:

Louisiana Revised Statute 37:2150.1 and 2163 require a state licensed contractor when handling any hazardous material (i.e. asbestos, mold remediation, fuel spills, etc.) in excess of \$1 or involving any mechanical or electrical activities (i.e. a/c, plumbing, wiring, etc.) in excess of \$10,000.

The thresholds below are in accordance with the Louisiana Code 2CFR 200.320. As thresholds changes, 2CFR 200.320 prevails over the Purchasing and Procurement Policy.

(a) \$0 - \$9,999

- No bid requirement.
- Department is responsible for ensuring that a reasonable cost is obtained.
- Purchase Order is required.
- Approvals required from Department Director and Purchasing Director.


(b) \$10,000 - \$149,999

- Whenever feasible, written quotes (preferably three), with vendor signatures, documentation, and delivery requirements. If less than three quotes are received, consideration should be given to how many requests were distributed to the vendors and any other circumstances justifying the use of less than three quotes. Quotes received via email are acceptable.
- Purchase order is required.
- Approvals required from Department Director, Purchasing Director, CFO, CAO, and Parish President.

(c) \$150,000 and above

- Competitive procurement is required by way of a Request for Proposals.
- A Contract and Purchase order is required.
- Approval required from the Department Director, Purchasing Director, CFO, CAO and Parish President.

*** Architect and Engineer Services - Please note that Louisiana Revised Statute 38:2318.1, upheld by Attorney General Opinion 07-0185, states that for professional design services performed by an architect, engineer or landscape architect "neither the state nor any of its political subdivisions or agencies may select providers of design services wherein price or price-related information is a factor in the selection." A pre-determined fee schedule, such as the "state fee curve" approved by the Office of Facility Planning and Control or some other industry standard can be utilized, but the original

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procurement may not contain a price element as a basis for selection. Coordination with federal agencies is required if architect or engineering services will be procured using the Federal Small Purchases Method for services under \$100,000 since that method may conflict with the above state law.

(3) Public Works Activities, Defined as the Erection, Construction, Alteration, Improvement or Repairs of any Public Facility or Immovable Property

Louisiana Revised Statute 37:2150.1 and 2163 require a state licensed contractor when handling any hazardous material (i.e. asbestos, mold remediation, fuel spills, etc.) in excess of \$1 or involving any mechanical or electrical activities (i.e. a/c, plumbing, wiring, etc.) in excess of \$10,000

All thresholds below are governed by the Louisiana Public Bid Laws R.S. 38:2211.

(a) \$0 - \$9,999


- No bid requirement.
- Department is responsible for ensuring that a reasonable cost is obtained.
- Purchase orders are required for all expenditures.

(b) \$10,000 – \$29,999

- Written quotes (preferably three), with vendor signatures, using the Parish's Request for Quote documentation and delivery requirements. Oral quotes may be used on limited occasions after approval from the Finance Department. If less than three quotes are received, consideration should be given to how many requests were distributed to the vendors and any other circumstances justifying the use of less than three quotes. Requestor shall note the other vendors that were contacted for quotes.
- Justification (if not previously procured and under contract) and Purchase order required which will serve as contractual agreement with vendor.

(c) \$30,000 – \$152,550

- Written quotes (preferably three), with vendor signatures, using the Parish's Request for Quote documentation and delivery requirements. If less than three quotes are received, consideration should be given to how many requests were distributed to the vendors and any other circumstances justifying the use of less than three quotes. Note special handling requirements for quotes requiring a contractor's license (sealed envelope with license number on front).
- Purchase order and separate contract required with contract to be filed at courthouse. Payment and performance bonds are required for 100% of the

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contract total. State licensed contractor is required by LA R.S. 37:2150.1 and 2163 which also require sealed quotes with contractor's license number on the outside of the envelope.

- Substantial completion documentation must be filed at courthouse 45-day lien period must be satisfied before final payment is issued. Advertising of substantial completion is not required.

(d) Greater than \$152,550

- Formal advertisement and electronic bidding with award to lowest responsible bidder.
- Purchase order and contract required with contract to be filed at courthouse. Payment and performance bonds are required for 100% of the contract total.
- State licensed contractor is required by LA R.S. 37:2150.1 and 2163 which also require sealed quotes with contractor's license number on the outside of the envelope.
- Louisiana Revised Statute 37:2150.1 and 2163 require a state licensed contractor when handling any hazardous material (i.e. asbestos, mold remediation, fuel spills, etc.) in excess of \$1 or involving any mechanical or electrical activities (i.e. a/c, plumbing, wiring, etc.) in excess of \$10,000.
- Substantial completion documentation must be filed at courthouse. 45-day lien period must be satisfied before final payment is issued. Advertising of substantial completion is required. A 5% bid bond is required.


(4) Sole Source Purchases

Louisiana Revised Statute 39:1597 addresses sole source procurement and covers any purchase where there is "only one source for the required supply, service, or major repair item." Please note that this definition differs from the sole source definition for federal procurement which is discussed later. The following items should be addressed on all sole source procurements:

- Justification is required.
- Submission of a manufacturer's price list or a notarized price list.
- Consultation with the Finance Department.

(5) Purchases Requiring Justification

All purchase order requisitions for materials/supplies and/or services that are quoted or estimated over \$9,999.99 must include justification. For requisitions for \$10,000.00 to \$29,999.99 three quotes obtained for the purchase must be listed or attached to the Purchase Order. Quotes must show vendor, date obtained and amount. Exceptions to

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obtaining quotes are only allowed on Materials/supplies that are on State Contract Pricing, contracted annually through "requirements bids," or part of a piggyback contract.

(6) Purchases Not Requiring Justification

Justification will no longer be required for the following types of purchases over \$9,999:


- Purchases that are part of a procured contract, such as Annual Requirements Contracts (fuel, chemicals, culverts, water meters, sewer & water fittings, etc.)
- Materials or services that have been or procured by sealed bids, sealed quotes, & RFP's, such as, sub-surface drain evaluation, building renovations, pump repair services, etc.
- Purchases made through a VALID Piggyback on a properly procured contract by another Parish or municipality, such as vehicles, water and sewer line point repairs, water and wastewater electrical repairs, etc. To ascertain if a piggyback contract is still active and valid, contact the Purchasing Agent.
- Purchases made through valid State Contract Pricing. The State Contract Number, T-number, and any applicable commodity numbers must be noted on the actual requisition.

Note: The requisition MUST indicate whether or not the purchase was secured under a contract. All other purchases over \$9,999 not purchased through one of the Contract types described above still require the Justification. Department Director, Purchasing Department Director, Purchasing Director, CFO, CAO and the Parish President approval on purchases of \$10,000 or more.

(7) Emergency Purchases

There are situations which are of a more URGENT nature and repairs which cannot wait for the whole procurement process above to take place. Directors and Assistant Directors are to use extreme discretion if ordering outside the normal approval process. The situation must be very urgent, such as a blocked road, backed up sewerage, or a water outage to residents. If materials are obtained or services provided without a properly issued Purchase Order, the director must ensure that the requisition is issued and that the approvals are obtained (immediately) after the urgent situation has been remedied. If Justification is required for the purchases made, quotes must still be obtained and justification given for the selection of the vendor. Directors should use vendors already established with the Parish. The selected vendor should have all required insurance on file with the Parish.

For a situation to call for an Emergency purchase, the following criteria from the definition of an "Emergency" as listed in the LA Revised Statutes 38:2211, Part 3, 5-a, must be met:

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- "Emergency" means an unforeseen mischance bringing with it destruction or injury of life or property or the imminent threat of such destruction or injury or as the result of an order from any judicial body to take any immediate action which requires construction or repairs absent compliance with the formalities of this Part, where the mischance or court order will not admit of the delay incident to advertising as provided in this Part. In regard to a municipally owned public utility, an emergency shall be deemed to exist and the public entity may negotiate as provided by R.S. 38:2212(P) for the purchase of fuel for the generation of its electric power where the public entity has first advertised for bids as provided by this Part but has failed to receive more than one bid.
- If "Emergency" purchases of \$1 to \$29,999 are made, the above guidelines for URGENT Purchases must be adhered to. If "Emergency" purchases over \$30,000 must be made, according to Public Bid Law, the Emergency must be declared by the Parish President and notice of this emergency published in the L'Observateur.
- The Parish has properly "piggybacked" on several contracts which other parishes have in place, allowing us to order services such as Water Line Point Repairs, Sewer Line Point Repairs, and Electrical Work without having to declare the emergency. The Piggybacked contract needs to be referenced on the justification and requisition when this is the case.
- In addition, the Parish properly procures many items annually for use by the various departments in Urgent and Emergency situations. All Directors & Assistant Directors should be familiar with these contracts. All directors should disseminate these procedures to their personnel.
- An "Extreme Public Emergency" means a catastrophic event such as hurricane or winter storm, which causes the loss of ability to obtain a quorum of the members necessary to certify the emergency prior to making the expenditure to acquire materials or supplies or to make repairs necessary for the protection of life, property, or continued function of the public entity.
- Extreme public emergencies that exceed \$30,000.00 must be declared by the Parish President and published in the official journal within ten (10) days thereof. (LA R.S. 38:2212(P))

(8) Piggyback Purchases

Purchasing can be done jointly with other political subdivisions or school board jurisdictions under a viable contract entered by another Louisiana public entity if the vendor consents. (La. R.S. 33:1321-1327).

The following steps are necessary to piggyback:

- Obtain all procurement documents for the contract and verify that the contract bid was in compliance with state law.
- Verify that the contract is still active and viable.

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- Obtain written consent or approval from the other public entity that bid the contract and obtain confirmation of the contract number and the Council Resolution accepting the contract/bid.
- Obtain written consent from the vendor to piggyback on the contract.
- Confirm that the vendor and the product, services, materials, supplies, or equipment are the same and that the price is the same or lower.

(9) Credit Card Purchases

See the Parish Credit Card Policy.


(B) Purchases Procured under a Federal Grant or Other Federal Funding Sources

NOTE: WHEN LOCAL OR STATE PROCUREMENT GUIDELINES ARE MORE RESTRICTIVE THAN THE FEDERAL PROCUREMENT GUIDELINES LISTED BELOW, THE LOCAL OR STATE GUIDELINES SHOULD BE FOLLOWED. MOST FEDERAL GRANTS WILL INCLUDE A STATEMENT THAT SUB GRANTEEES SHOULD FOLLOW THEIR OWN PROCUREMENT PROCEDURES WHICH REFLECT APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS PROVIDED THAT THE PROCUREMENT CONFORMS TO APPLICABLE FEDERAL LAW AND STANDARDS. A PRIME EXAMPLE WOULD BE THE PURCHASE OF COMMODITIES. STATE LAW IS MORE RESTRICTIVE ONCE THE PURCHASE AMOUNT IS \$30,000.

(1) Federal Procurement Methods

Any procurement utilizing federal funds should comply with 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The following are general guidelines to be followed when purchases are procured under a federal grant program or other federal funding sources. Each of the federal programs may have specific procedures that must be followed. The Parish department grant manager should communicate directly with the respective grantor agency as well as review the specific Code of Federal Regulations applicable to the federal agency acting as a grantor to ensure that the Parish is in compliance with all of that agency's procurement requirements. An initial project cost estimate is to be completed for each federal procurement activity and is to be prepared by the Department requesting the procurement.

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(a) Small Purchase Procedures (\$0 - \$250,000)



Small purchase procedures are relatively simple, informal procurement procedures that can be used when purchasing services, materials, supplies, equipment, and/or other property that will not cost in the aggregate more than \$250,000 except where further limited by state law or federal grant program requirements. Each responsible department must obtain an adequate number of quotes, preferably a minimum of three oral or written price or rate quotations from qualified sources. Documentation on all quotations received (whether oral or written) shall be made a part of the procurement file. The Parish requests that the "Request for Quote", or the "Request for Qualifications Quote" (RQQ for services), documentation and delivery requirements be followed by the department. From a Parish standpoint, oral quotes may be used on limited occasions after approval from the Finance Department. Under federal procurement, if only one response is received then the procurement is considered to be a noncompetitive proposal or sole source procurement. Please refer to Section III (B) (1)(d).

(b) Sealed Bids (Greater than \$152,550)

Under this procedure, bids are publicly advertised or solicited in accordance with the Parish procurement policy and the State Public Bid Law. A firm fixed price contract (either lump sum or unit price) shall be awarded to the responsible bidder whose bid is lowest in price and that conforms to all the material terms and conditions of the advertisement for bids. The sealed bid method is the preferred method for procuring construction contracts. However, competitive sealed bids can be used only when the following criteria are met: (1) there are complete, adequate, and realistic specifications or purchase descriptions, (2) there are two or more responsible bidders who are willing and able to compete effectively, and (3) the procurement can be made utilizing a firm fixed price contract and selection of the successful bidder can appropriately be made on the basis of price (assuming that bidder is fully responsive).

When formal advertising is used the following conditions shall be met:

- The advertisement for bids shall be publicly advertised in accordance with state law.
- The advertisement for bids, including the specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the advertisement. All bids shall be opened publicly at the time and place specified in the advertisement for bids.
- A firm fixed-price contract award shall be made by written notice to the lowest responsible and responsive bidder whose bid conforms to the advertisement for bids. Where specified in the bid documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts shall only be used to determine low bid

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when prior experience indicates that such discounts are generally taken. Notwithstanding the above, any or all bids may be rejected when there are sound, documented business reasons in the best interest of the Parish and/or federal grant program.

(c) Competitive Proposals (Requests for Proposals/Qualification Statements)

The technique of competitive proposals is normally conducted with more than one source submitting an offer. This method may be used when the sealed bid and small purchase methods are not appropriate. Adherence to individual grant program requirements is a necessity therefore the Parish departmental grant manager should review those requirements. Some programs (i.e. Community Development Block Grant - CDBG) require that architectural and engineering services be procured via requests for qualification statements while administrative consulting services must be procured via requests for proposals. CDBG procurement requirements are in 2 CFR 200.317-.328. 2 CFR 200.320 (d) (5) states that "the non-Federal entity may use competitive proposal procedure for qualifications-based procurement of architectural/engineering (A/E) professional services...". RFQs in not a requirement but is permitted. CDBG program requirements also provide that other professional services may be procured by requests for proposals. However, other federal programs may allow administrative grant consulting services to be procured via requests for qualification statements where price is a factor. When price is not part of the "selection criteria" (i.e. architect and engineering services), consideration should be given to having any price information placed in a secondary sealed envelope to be opened after the qualification portion of the scoring is completed. There again, the Parish departmental grant manger must review the specific program requirements.

The following procedures will be used for competitive proposals:

- Requests for proposals or qualification statements must be publicized or solicited in accordance with the rules of the Parish and/or federal grant program funding the purchase. All responsive submittals will be honored and entered into the competition.
- The request for proposals or qualification statements shall identify all significant evaluation factors or selection criteria, including the corresponding point system that will be used to rate the proposals/qualification statements.
- The selecting official (or committee, if one is designated) shall review all proposals and statements received and make a technical evaluation of each. This shall also include a written statement that identifies the basis upon which the selection was made.
- Contract award will be made to the responsible offeror whose submission is deemed most appropriate to the Parish with consideration for price,

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qualifications, and other factors set by the local governing body. Unsuccessful offerors shall be notified in writing within ten working days of contract award. Documentation of notification shall be maintained in the contract selection file for the individual project.


- Architectural and engineering services are procured via requests for qualification statements from an adequate number (hopefully three) of qualified sources. (Please note that some grant program requirements – i.e. CDBG - may specifically state that three proposals should be solicited in lieu of an adequate number of qualified sources.) This qualifications-based procurement of architectural/engineering (A/E) professional services includes the evaluation of competitors' qualifications with the most qualified competitor being selected without reference to price. The Parish would then enter into contract negotiations with the most qualified competitor which will include negotiation of price to ensure cost reasonableness. At the conclusion of successful negotiation, the competitor shall be invited to enter into a contract.
- In addition to architectural and engineering services, administrative consulting services or other professional services may be procured via requests for proposals/qualifications, if allowed by federal program requirements. However, those requests must include an evaluation of price factors.

(d) Noncompetitive Proposals or Sole Source Procurement

Noncompetitive proposals (negotiations) shall be used when: (1) the small purchase, competitive sealed bids, or competitive proposal (negotiations) procedures are not feasible, (2) the item or service being procured is available only from a single source, (3) the noncompetitive proposals (negotiations) will involve the solicitation of a proposal from only one source or (4) if after solicitations under one of the first three federal procurement methods, the procurement resulted in only one response, proposal, or qualification statement. Coordination with the grantor of the federal program should be made when noncompetitive negotiation is used (CDBG requires written authorization).

As a recap, in order to qualify for this type of procurement, one of the following circumstances must apply:

- The item or service is available only from a single source.
- Procurement is determined to not be feasible under of the other three methods of procurement or it is determined that a public urgency or emergency exists and the urgency will not permit the delay beyond the time needed to employ one of the other three methods of procurement.
- After solicitation of a number of sources, competition is determined to be inadequate (i.e. received only one response).

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(2) Cost or Price Analysis

Federal procurement guidelines require that grantees and sub grantees perform a cost or price analysis in conjunction with every procurement action including any contract modifications. The purpose of this analysis is to ensure that the resulting price paid is reasonable. Cost analysis is the review and evaluation of each element of cost, which aggregate to the overall price, in order to determine reasonableness. This is traditionally used in conjunction with sole source contracts or construction contracts that have labor, material and profit components all of which should be considered for reasonableness. Price analysis is the preferred Parish method of analysis due to its efficiency, fairness and compliance with government and commercial practices. Price Analysis includes the comparison of price quotations and is used in conjunction with purchases of materials, supplies or other fixed price purchases. For federal grant purposes, costs or prices based on estimated costs shall be allowed only to the extent that the costs incurred or the cost estimates included in negotiated prices are consistent with federal cost principals.


Initially each department is required to prepare a cost or price estimate prior to procurement. For construction contracts, a probable cost opinion is provided by the architect or engineer and can be used for federal procurement purposes. For commodities, a price estimate from the internet, a catalog, a vendor, etc. may be utilized. A formal cost or price analysis is required after procurement in all sole source procurements, with all contract modifications (i.e. change orders) and in any case where competition was lacking after a formal procurement process was undertaken (i.e. only one bid was received). As with the pre- procurement cost or price estimate, each department is responsible for completing this analysis.

(3) Contractor Debarment and Suspension

Federal procurement guidelines prohibit contracting with any parties that are listed on the "Excluded Parties List System (EPLS.gov)." This list identifies all parties that have previously been debarred, suspended or otherwise excluded from receiving any solicitations for procurement activities in addition to contracting on any projects involving federal funds. The department grant manager is responsible for ensuring that the Parish does not contract with any debarred or suspended individual or company.

IV. CONTRACTING

Good business practices dictate that written contracts be executed for any arrangement entered into by St. John the Baptist Parish Council for services (professional and otherwise) performed by a third party. Before any contract can be executed, the contract must be presented to legal counsel for review. Before any contract can be executed, the contract must


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be presented to the St. John the Baptists Parish Council for approval.

The Parish shall maintain contract administration systems that ensure contractors perform in accordance with the terms, conditions, and specifications of any contracts or purchase orders. Individual departments should assign a specific employee with the responsibility to oversee all procurement functions from the initial communication of a procurement need to the final vendor payment for that procurement. Records sufficient to detail the history of the procurement and contract compliance should be maintained. Problems with record keeping could affect the Parish's ability to receive subsequent grant awards, if applicable. It is the responsibility of each department to ensure that Certificates of Insurance, when required by procurement specifications, are received and in sufficient amounts. Not only should the amounts of insurance be sufficient but the Parish should be listed as an additional insured, when applicable. The department should also note the expiration dates on the Certificates of Insurance so that new Certificates are received for the new policy period if the project is still ongoing; otherwise, the contractor will be in default of the contract. Current insurance requirements related to procurement activities may be obtained from the Finance Department.

For the majority of purchases (some exceptions apply), the Parish will require either a purchase order or formal contract utilizing a fixed price type of arrangement which is discussed further in the next paragraph. A purchase order is the vendor's authorization to ship equipment, materials, supplies, or perform services specified. It constitutes a legal contract between the Parish and the vendor and should not be changed by anyone other than the Finance Department. For formal contracts, besides the major construction contracts and architectural and engineering contracts which may utilize industry contracts, the Parish is also attempting to utilize standardized contract language for the majority of its written contracts. The purpose in developing standardized contracts is to ensure that the contracts cover all required statutory guidance, are professional in development and content, and present a common ground for contract work. The standardized contract language has been reviewed by the Finance Department, including Risk Management, as well as the Parish Legal Counsel. The department should coordinate with the Finance Department to ensure that the standardized contract is utilized. If the department believes that additional language should be added to the standardized contract, then further coordination should be made with the Finance Department and the Parish Legal Counsel.

A fixed price purchase order or contract is effective when a complete project description, or scope of work, is available along with well-defined requirements and/or specifications. A fixed price contract must establish a guaranteed price that may not increase. A fixed-price contract **may not** be amended. Increases in the scope of work require a new solicitation. Fixed price purchases are the preferred type of Parish agreement due to its ability to limit risk to the Parish. The second type of procurement arrangement is a cost reimbursement procurement that should be utilized in a limited number of instances when a fixed price arrangement is not feasible. It is most appropriate when the scope and extent of the work to be performed are not clearly defined. Labor, materials and profit must be considered in order to determine reasonableness of this type of contract. It is strongly recommended that a maximum contractual amount be established when utilizing this type of procurement and that any profit

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factor not fluctuate unless the scope of work is increased for some reason. Any increase in the maximum amount or profit factor due to a scope of work increase should be documented by a contract amendment. A third type of procurement arrangement is a cost plus percentage of cost and percentage of construction cost methods and **should not** be used. Louisiana Revised Statute 38:2221 discusses cost plus contracts and, in fact, prohibits them except in certain specifically authorized situations. A combination of the first two arrangements is possible when the circumstances warrant it.

Regardless of funding source (i.e. local, state or federal), the Parish utilizes standard purchase orders as written agreements in the majority of the smaller procurements. Contracts are utilized with the larger procurements. However, when federal funds are involved, the department grant manager should exercise additional caution and coordinate with the Finance Department regarding the proper procurement procedure to follow in addition to ensuring that the appropriate contractual provisions and conditions requirements of grants are addressed. The contractual and grant condition requirements referred to in the previous statement will be affected by the following three sources of laws and/or regulations: (1) Code of Federal Regulations (CFR), (2) specific grantor requirements, and (3) national policy requirements for grant programs.

(A) Policy Standard Terms & Conditions

Standard terms and conditions which shall be included for Architect and Engineers:

PAYMENT TERMS


In consideration of the services described in Exhibit (): Title of Exhibit, the Parish hereby agrees to provide compensation to the Architect, Engineer, etc. in accordance with its fee schedule listed in Exhibit (): Title of Exhibit. All payments must be approved by AND deliverables, invoices, etc. submitted to the Identified Contract Monitor (Director of, Chief of, etc.), hereinafter called the "___".

MONITORING PLAN

This Agreement shall be administered and monitored by the Identified Contract Monitor as plans are developed. The monitoring plan will include a review of the services delineated in Exhibit (): Title of Exhibit to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc.

TAXES

The Architect, Engineer, etc. hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be Architect, Engineer, etc.'s obligation. Architect, Engineer, etc. is required to provide a completed W-9 form prior to commencement of work.

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TERMINATION FOR CAUSE

The Parish may terminate this Agreement for cause based upon the failure of the Architect, Engineer, etc. to comply with the terms and/or conditions of this Agreement, provided that Parish shall give the Architect, Engineer, etc. written notice specifying the Architect, Engineer, etc.'s failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

TERMINATION FOR CONVENIENCE

Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Architect, Engineer, etc. of its intent to terminate this agreement. The Architect, Engineer, etc. shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

INSURANCE

The Architect, Engineer, etc. shall meet or exceed the Parish's Insurance Requirements as listed in Exhibit (): Insurance Requirements.

OWNERSHIP


All records, reports, documents, and other material delivered or transmitted to Architect, Engineer, etc. by the Parish shall remain the property of the Parish, and shall be returned by Architect, Engineer, etc. to the Parish, at Architect, Engineer, etc.'s expense, at termination or expiration of this Agreement. Copies of all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Architect, Engineer, etc. in connection with the performance of the services in which Agreement fees have been paid for herein shall become the property of the Parish, and shall, upon request, be returned by Architect, Engineer, etc. to the Parish, at Architect, Engineer, etc.'s expense, at termination or expiration of this Agreement.

NON-ASSIGNABILITY

Architect, Engineer, etc. shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the Parish subject to approval by St John the Baptist Parish Council. This provision shall not be construed to prohibit the Architect, Engineer, etc. from assigning its bank, trust company, or other financial institution any money due or to become due from approved Agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

INDEMNITY

To the fullest extent permitted by law, Architect, Engineer, etc. shall indemnify and hold harmless the Parish and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages

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recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Architect, Engineer, etc.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

FISCAL FUNDING

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Agreement by the Parish or any other state or federal funding source. If the Parish fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Parish President or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

NOTICES


All notices or demands required to be given, pursuant to the terms of this Agreement, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, Architect, Engineer, etc. must certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes. Architect, Engineer, etc. must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, Architect, Engineer, etc. misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), Architect, Engineer, etc. must certify that neither he, nor anyone acting on behalf of the Architect, Engineer, etc., either directly or indirectly, employed, paid nor promised any gift,

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consideration or commission to any person or legal entity to procure or assist in procuring this Agreement, other than persons regularly employed by Architect, Engineer, etc. Architect, Engineer, etc. further affirms that no part of the Agreement price was paid or will be paid to any person, firm, association, or other organization for soliciting this Agreement, other than payment to person regularly employed by Architect, Engineer, etc. in the regular course of their employment duties for Architect, Engineer, etc.

Architect, Engineer, etc. further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

E-VERIFY PROGRAM

Pursuant to Louisiana Revised Statute 38:2212.10, Architect, Engineer, etc. must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under an Agreement with Saint John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. Architect, Engineer, etc. must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

DISCRIMINATION CLAUSE


The Architect, Engineer, etc. agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Architect agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Architect, Engineer, etc. agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

GENERAL CONDITIONS

The work products furnished under this Contract will be in a manner consistent with that level of care and skill ordinarily exercised by members of the profession.

It is understood and agreed by the parties hereto that the Contractor is entering into this Contract in the capacity of an independent Contractor. While in the performance of services or carrying out other obligations under this Contract, the Contractor shall be acting in the capacity of independent contractors and not as employees of the Parish. The Parish shall

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not be obliged to any person, firm or corporation for any obligations of the Contractor arising from the performance of their services under this Contract.

The Contractor warrants that he has not employed or retained any company or person, other than a bona-fide employee working solely for the Contractor, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this Contract without liability. This Contract shall be binding upon the successors and assigns for the parties hereto. This Contract being for the personal services of the Contractor, shall not be assigned or subcontracted in whole or in part by the Contractor as to the services to be performed hereunder without the written consent of the Parish.

This Contract shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person.

Standard Terms and Conditions for all other contracts:

TERM OF CONTRACT

This Contract shall be for a term of ____ (No.) years unless otherwise terminated per the termination clause. The term of this Contract may be extended for a period of ____ years, in ____ year increments by mutual written concurrence of both party's subject to approval by St. John the Baptist Parish Council.

AMENDMENT


This Contract may be amended by written consent, executed by both parties and subject to approval of the St. John the Baptist Parish Council.

SCOPE OF SERVICES

The "Services" to be performed by the Contractor for the Parish under this Contract are set out in Exhibit A: Statement of Work, incorporated herein by reference.

PAYMENT TERMS

In consideration of the services described in Exhibit (): Statement of Work, the Parish hereby agrees to provide compensation to the Contractor in accordance with its fee schedule listed in Exhibit (): Pricing Schedule. All payments must be approved by and invoices, etc. from Contractor submitted to the (Director of Communications), hereinafter called the "Director".

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MONITORING PLAN

This Contract shall be monitored by the Director and monitoring plan will include a review of the services delineated in Exhibit (): Statement of Work to ensure completion. Invoices will be reviewed for accuracy prior to disbursement of funds, etc.

TAXES

The Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation. Contractor is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The Parish may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Contract, provided that Parish shall give the Contractor written notice specifying the Contractor's failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Contract shall terminate thirty (30) calendar days from the date the notice was mailed.

TERMINATION FOR CONVENIENCE


Parish may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor of its intent to terminate this Contract. The Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

GENERAL CONDITIONS

The work products furnished under this Contract will be in a manner consistent with that level of care and skill ordinarily exercised by members of the profession.

It is understood and agreed by the parties hereto that the Contractor is entering into this Contract in the capacity of an independent Contractor. While in the performance of services or carrying out other obligations under this Contract, the Contractor shall be acting in the capacity of independent contractors and not as employees of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Contractor arising from the performance of their services under this Contract.

The Contractor warrants that he has not employed or retained any company or person, other than a bona-fide employee working solely for the Contractor, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Parish shall have the right to annul this Contract without liability. This Contract shall be binding upon the successors and assigns for the parties hereto. This Contract being for the personal services of the Contractor, shall not be assigned or subcontracted in whole or in part by the

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Contractor as to the services to be performed hereunder without the written consent of the Parish.

This Contract shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The Contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person.

INSURANCE

The Contractor shall meet or exceed the Parish's Insurance Requirements as listed in Exhibit C: Insurance Requirements.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to Contractor by the Parish shall remain the property of the Parish, and shall be returned by Contractor to the Parish, at Contractor's expense, at termination or expiration of this Contract. Copies of all records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services in which Contract fees have been paid for, that are not based on any Blackboard Proprietary property or information, herein shall become the property of the Parish, and shall, upon request, be returned by Contractor to the Parish, at Contractor's expense, at termination or expiration of this Contract.

NON-ASSIGNABILITY


Neither party shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the other party and approved by St John the Baptist Parish Council. This provision shall not be construed to prohibit the Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the other party.

INDEMNITY

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Parish and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees, arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this Contract shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Contract, and in such an event,

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this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

FISCAL FUNDING

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the Parish or any other state or federal funding source. If the Parish fails to appropriate sufficient monies to provide for the continuation of this Contract, or if such appropriation is reduced by the veto of the Parish President or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

NOTICES

All notices or demands required to be given, pursuant to the terms of this Contract, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

If to Parish:	If to Contractor:
ATTN: Responsible Party Parish President St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Responsible Party Title XYZ Company Name Address City, State, Zip Code

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, Contractor must certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes. Contractor must further certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, Contractor misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.



**ST. JOHN THE BAPTIST PARISH
COUNCIL**

POLICIES AND PROCEDURES

PURCHASING & PROCUREMENT POLICY

ISSUED

12/09/08

REVISED

12/26/18

NO.

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NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), Contractor must certify that neither he, nor anyone acting on behalf of the Contractor, either directly or indirectly, employed, paid nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this Contract, other than persons regularly employed by Contractor further affirms that no part of the Contract price was paid or will be paid to any person, firm, association, or other organization for soliciting this Contract, other than payment to person regularly employed by Contractor in the regular course of their employment duties for Contractor

Contractor further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

E-VERIFY PROGRAM

Pursuant to Louisiana Revised Statute 38:2212.10, Contractor must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under an Contract with Saint John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. Contractor must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

DISCRIMINATION CLAUSE

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Architect agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Contractor agrees not to discriminate in its employment practices and will render services under this Contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Also, the Business Services Manager must ensure that:

- Payments are made in accordance with the terms and conditions of the contract.

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- Any additions or modifications of existing contracts are presented to St. John the Baptist Parish Council for approval.
- Contracts and related documentation are maintained in an organized manner and in a central location and on the Parish Website.

Code of Federal Regulations (CFR) – Specific Grantor Regulations

As previously stated, any procurement utilizing federal funds should comply with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. However, the Code of Federal Regulations (CFR) also provides another significant source of information related to individual grant programs.

Traditionally the Parish has received the majority of its recurring federal funding from the federal agencies listed below whose procurement guidelines are referenced and were previously discussed in Section III(B)(1) above.

- Energy Department - 10 CFR 600.236
- Department of Labor – 29 CFR 97.36
- Department of Health and Human Services – 45 CFR 75.326-.335

As part of the Parish requirement to maintain sufficient records, all contracts should contain the following thirteen specific contractual provision requirements which are subject to applicability and change by the federal agency and are listed as item (i) in each of the above CFR references:

(1) Administrative, Contractual or Legal Remedies Provision



For federal procurements in excess of the simplified acquisition threshold which is currently at \$250,000, procurement contracts should contain a provision that allows for administrative, contractual, or legal remedies if contractors violate or breach contract terms and, when the circumstances are appropriate, the contract can address sanctions and penalties.

(2) Termination Provision

All federal procurement contracts in excess of \$10,000 should allow the Parish to terminate the contract for cause and for convenience including the manner in which it will be done and the basis for settlement.

(3) Equal Employment Provision

For all construction contracts in excess of \$10,000, a provision should be included in the contract for compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in DOL

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regulations (41 CFR Part 60) which prohibits discrimination in employment under federal contracts.

(4) **Copeland “Anti-Kickback” Act Provision**

All contracts and sub-grants for construction or repair should contain a provision for compliance with the Copeland “Anti-Kickback” Act (18 USC 874) as supplemented by DOL regulations (29 CFR Part 3) which states that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he is otherwise entitled. (Note that 2 CFR Part 215 applies to non- governmental agencies and specifies “Anti-Kickback” compliance for contracts in excess of \$2,000 which was amended to \$100,000 by the Federal Acquisition Streamlining Act (FASA) of 1994. Local governments follow 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards which requires compliance at any dollar level.

Davis-Bacon Act Provision


When a grant program specifically requires compliance with Davis-Bacon Act then all construction contracts in excess of \$2,000 should contain a provision for compliance with this Act (40 USC 3141-3148) as supplemented by DOL regulations (29 CFR Part 5). This Act provides for the payment of prevailing wage rates among other compliance requirements. (Note that not all federal grant programs are required to comply with Davis-Bacon Act even if the activity involves construction work. Communication with the grantor is required.)

(5) **Contract Work Hours and Safety Standards Act Provision**

For all non-construction contracts in excess of \$2,500 which involve the employment of mechanics or laborers as well as all construction contracts in excess of \$2,000, a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by DOL regulations (29 CFR Part 5) should be included in the contract. NOTE: The Federal Acquisition Streamlining Act (FASA) of 1994 amended that applicable amount to \$100,000. FASA states that if the related law is on the list (which Contract Work Hours is) then any contracts under \$100,000 are not subject to the Contract Work Hours provision.

(6) **Reporting Provision**

All contracts should include a requirement that the contractor assist the Parish, when applicable, with any awarding agency requirements and regulations pertaining to reporting.

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(7) Patent and Invention Rights Provision

All contracts should include a provision notifying the contractor about any awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract as well as any state requirements pertaining to copyrights and rights in data, if applicable.

(8) Copyrights and Rights in Any Data Produced Provision

All contracts should include a provision notifying the contractor about any awarding agency requirements and regulations pertaining to copyrights and rights in any data produced or utilized during completion of the contract.

(9) Records Access Provision

All negotiated contracts shall include a provision that makes it possible for the Parish, state or federal grantors, the Comptroller General of the United States, or any of their duly authorized representatives, to have access to any books, documents, papers, or records of the contractor/firm that are directly pertinent to the contract, for the purpose of making audit examination excerpts and transcriptions.

Record Retention Provision


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. (CDBG requires a four year retention period.)

Environmental Acts Provision

When specifically applicable, all contracts, subcontracts, and sub-grants in amounts in excess of \$100,000 shall contain a provision which requires compliance with the requirements of Section 306 of the Clean Air Act (42 USC), Section 508 of the Clean Water Act (33 USC), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR).

(10) Energy Policy and Conservation Act Provision

All contracts should include a provision that states the contractor will comply with the 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 (Pub. L. 94-163, 89 Stat.871). More specific requirements relating

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to energy, other than the above general statement, may have to be addressed when required by the grantor.

The Parish shall maintain contract administration systems that ensure contractors (or vendors) perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Remedial action by the Parish through legal processes shall be considered in instances of identified significant nonperformance. Changes to the contract provisions will be considered and, if necessary, approved by the federal grantor agency.

(B) Specific Grantor Requirements


When the Parish is allocated a federal grant, a written cooperative endeavor (or sub-grant) agreement is routinely issued with the federal or state grantor agency regarding the specific operational and compliance issues that are applicable to that particular program. In addition to this agreement, the federal agency will also identify each of its program requirements in the previously referenced CFR but in different part numbers as opposed to the above disclosed section that relates only to procurement activities. The federal or state agency may have also created a program guidance manual which should be utilized by the Parish department grant manager to ensure that all compliance requirements of the program are in fact adhered to by both the Parish and its contractors.

Before any purchase order is issued or any contract negotiated, the department grant manager should ensure that all specific grantor requirements are known, implemented and incorporated into the contract, when required. Any contracts executed should specifically refer to this grant guidance and/or identify the specific requirements that must be followed.

An example of the above requirement is related to the Department of Housing and Urban Development (HUD). HUD's grant requirements include provisions for compliance with the following laws which are not all inclusive but primarily applicable to HUD programs: (1) Housing and Community Development Act of 1974 which provides that no person 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 funded in whole or in part with HUD funds, and (2) Housing and Urban Development Act of 1968 which ensures employment and other economic opportunities be directed to low and very low income persons when HUD funding is provided. Other federal agencies will refer to other laws that impact only certain grants. Reference to agency guidelines published in the Code of Federal Regulation (CFR) and grant agreements should be reviewed by the department grant managers prior to the commencement of any procurement activity.

(C) National Policy Requirements for Grant Programs

In addition to the above two sources of grant or program laws and regulations, there are certain national policy requirements that are applicable to grants that the Parish may receive. These national policy requirements are, in fact, laws and regulations that must be followed by the Parish and its contractors when applicable. Failure to adhere to the regulations may result in

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fines, denial of current or future grant funding, or other disallowance of costs incurred.

The following list, which may not be all-inclusive for all federal programs, identifies some of the national policy requirements that may be applicable to a Parish contract when funded by a federal grant and should, therefore, be referenced in any contract executed when applicable or specifically required by the grantor agency. (Those requirements marked with an ** must be included in all procurement contracts).

(1) Civil Rights Requirements

(a) Civil Rights Act of 1964

1. (When specifically required by the grantor agency) Title III prohibits state and municipal governments from denying access to public facilities on grounds of race, religion, gender or ethnicity.
 2. **Title VI prohibits a person from being (a) excluded from participation in, (b) denied the benefits of, or (c) subjected to discrimination based on race, color or national origin in federally funded programs.
 3. (When specifically required by the grantor agency) Title VII prohibits discrimination by employers on the basis of race, color, religion, sex or national origin including discrimination against an individual because of his or her association with another individual with the above protected rights.
- (b) (When applicable) Civil Rights Act of 1968 - Title VIII - prohibits discrimination based on race, color, religion, sex, handicap, familial status or national origin in sale, rental or financing of housing.
- (c) (When applicable) Title IX of the Education Amendments of 1972 prohibits discrimination on the basis of sex in any federally funded education program or activity.
- (d) **Age Discrimination Act of 1975 prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- (e) (When applicable) Americans with Disabilities Act of 1990 is applicable for building construction or alteration and prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity and includes the following provisions:
1. Title I prohibits discrimination against the disabled in employment activities (i.e. application procedures, hiring, advancement, training and discharge) and is regulated by the Equal Employment Opportunity Commission (EEOC).
 2. Title II prohibits discrimination against the disabled by all public entities at the

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local and state level including access to all programs and services offered by the public entity as well as physical access to public buildings and is regulated by the Department of Justice (DOJ).

3. Title III prohibits discrimination against the disabled with regards to full use and enjoyment of any place of public accommodation and is regulated by the Department of Justice for public accommodations and Department of Transportation for transit activity.
 4. Title IV requires the telecommunications industry to provide functionally equivalent services and is regulated by the Federal Communications Commission (FCC).
 5. Title V addresses other miscellaneous provisions related to discrimination including but not limited to retaliation prohibitions.
- (f) (When specifically required by the grantor agency) Section 504 of the Rehabilitation Act of 1973 prohibits the discrimination of an otherwise qualified individual solely because of a disability from programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations, and effective communication by the hearing and visually disabled.
- (g) (When specifically applicable) Intergovernmental Personnel Act of 1970 addresses the merit system for recruiting, selecting and advancing state and local government personnel which are funded by specific federal grant programs.
- (h) (When specifically applicable) Drug Abuse Office Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970 and the Public Health Service Act of 1912 prohibit discrimination on the basis of drug abuse, alcohol abuse or alcoholism and provides for confidentiality of alcohol and drug abuse patient records.

(2) Labor and Construction Requirements

- (a) CFR Requirements from Section IV(A) above that are applicable to this section and are thus reproduced as a Labor and Construction Requirement as well:
1. (When applicable) Executive Order 11246, Equal Employment Opportunity (as previously discussed in Section IV(A)(3) above) which applies to all construction contracts in excess of \$10,000 and prohibits discrimination in employment under federal contracts with respect to race, color, religion, or national origin. Executive Order 11375 added the sex/gender classification to the coverage list.
 2. (When applicable) Copeland "Anti-Kick-Back" Act (18 USC 874) as supplemented by DOL regulations (29 CFR Part 3) requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a



**ST. JOHN THE BAPTIST PARISH
COUNCIL**

POLICIES AND PROCEDURES

PURCHASING & PROCUREMENT POLICY

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Natchi Rebottom

contractor or sub-recipient from inducing, by any means, any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he is otherwise entitled.

3. (When applicable) Davis-Bacon Act requires all construction contracts in excess of \$2,000 to provide for the payment of prevailing wage rates to laborers and mechanics among other compliance requirements. (Note that not all federal grant programs are required to comply with Davis-Bacon Act even if the activity involves construction work. Communication with the grantor is required.)
 4. (When applicable) Contract Work Hours and Safety Standards Act (Sections 103 and 107) applies to all construction contracts in excess of \$2,000 and contracts in excess of \$2,500 that involve the employment of mechanics or laborers and requires that the wages of every mechanic and laborer be computed on the basis of a standard work week of 40 hours with work in excess of 40 hours per week being compensated at a rate of not less than one and one-half times the basic rate of pay. The Act also prohibits working conditions that are unsanitary, hazardous or dangerous to the employee's health or safety. The Federal Acquisition Streamlining Act (FASA) of 1974 raised the threshold to contracts exceeding \$100,000 however, the Office of Management and Budget (OMB) Circular A-102 has not yet been amended to reflect the higher amounts therefore the \$2,000 and \$2,500 levels will be implemented.
- (b) **31 USC 1352 Lobbying Prohibition requires that grant funds not be used to influence or attempt to influence any person with respect to the awarding, making or modification of any federal contract, grant, loan or cooperative agreement. Procurement contracts should always include the above provision, but the reporting requirements of this law are only applicable to contracts over \$100,000.
- (c) (When applicable) Hatch Act which specifically prohibits state or local government employees (whose principal employment is in connection with any federal loan or grant activity) from using his official authority to influence for purpose of affecting an election or from advising directly or indirectly the payment, lending or contributing anything of value to a political purpose or becoming a candidate for elective office. (This traditionally applies to sub-recipients of grants and not contractors unless the contractor is a state or local government entity.)
- (d) (When applicable) Lead Based Paint Poisoning Prevention Act prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
- (e) (When specifically required by the grantor agency) Architectural Barriers Act of 1968 requires the design, construction and alteration of buildings and facilities financed with federal funds to accommodate physically handicapped persons with access to and use of such buildings.

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(3) Environmental Protection Requirements

- (a) (When applicable) Clean Air Act, as amended by Executive Order 11738, regulates air emissions from stationary and mobile sources in order to address the public health and welfare risks posed by air pollutants and is required for contracts in excess of \$100,000.
- (b) (When applicable) Clean Water Act, as amended by Executive Order 11738, regulates the discharge of pollutants into waters as well as the quality standards of surface water and is required for contracts in excess of \$100,000.
- (c) (When specifically required by the grantor agency) Safe Drinking Water Act of 1974 protects public health by regulating the nations' public drinking water supply and its sources including rivers, lakes, reservoirs, springs and ground water wells.
- (d) **Energy Policy and Conservation Act is a broad sweeping energy related requirement that all contracts should reference that states the contractor will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan. In addition to this generic requirement, each individual grant will identify the specific environmental actions or reviews that must be complied with in order to complete the scope of work for the grant.
- (e) (When applicable) National Environmental Policy Act (NEPA) establishes regulations protecting the environment and ensuring that all branches of government, including grant sub recipients, take no action that will have an adverse impact on the environment.
- (f) (When specifically required by the grantor agency) Coastal Zone Management Act of 1972 requires that federally funded activities be conducted in a manner so as to preserve, protect, develop and restore the resources of the Nation's coastal zone in accordance with federal and state plans.
- (g) (When applicable) Resource Conservation and Recovery Act of 1976 governs the disposal of solid waste and hazardous waste from "cradle to grave", encourages recycling and requires that federal agencies assess the impact of waste on air and water quality.

(D) Other Items for Inclusion in Parish Contracts

(1) Debarment Form

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

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(2) E-Verify Form

(3) Past Criminal Convictions of Bidders Attestation (LA. R.S. 38.2227) Form

(4) Non-Solicitation and Unemployment Affidavit Form
(Pursuant to La. R.S. 38:2224 and La. R. S. 23:1726 (B))

V. Authorized Vendor List

All vendors interested in doing business with St. John the Baptist Parish must complete the required forms and return them to the Purchasing Department. A vendor package is made available to the public through the Parish website www.sjbparish.com or via a request to the Purchasing Department.


The applications for the requested forms are listed below.

- Vendor Registration Form
- Insurance Requirements
- W-9 Form
- Occupational License (if applicable)

The Purchasing Department will input the Vendor's information into Munis. The Purchasing Department is responsible for flagging a vendor from payment or issuance of a Purchase order if their insurance has expired.

VI. CHANGES TO POLICY

Minor changes including typos, numbering, formatting, etc., can be made administratively and as needed without Council approval.

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Disadvantaged Business Enterprises (DBE) Policy

St. John the Baptist Parish is committed to actively developing supplier diversity by supporting Disadvantaged Business Enterprises (DBE). We are committed to providing opportunities to certified Minority & Women-owned vendors for procurement of goods and services. A variety of approaches will be utilized to increase participation such as outreach, participation in vendor fairs, partnering with other educational institutions, and invitation to participate in all bid, RFP (Request for Proposals), RFQ (Request for Qualifications) and quote invitations.

A. Advertising and Public Announcements (availability and accessibility to bidding)


- RFP, RFQ, and Sealed Bid are advertised in the L'Observateur newspaper in their Public Notices section. A notice will be sent to the Small Business Outreach, the Economic Development Department/Council, Chamber of Commerce, St. John Business Association and the Southern Region Minority Supplier Development Council (SRMSDC) - whom we are partnered with for identifying minority businesses.

B. Use of Minority & Women Owned Subcontractors

- Prime contractors should take all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises (DBE's) have the maximum opportunity to compete for and perform work as subcontractors in all major construction projects.
- Bidders shall indicate Disadvantaged Business Enterprises (DBE) after the prime contractor's and subcontractor's name listed on the bid.

C. Conferences and Trade Fairs

The Purchasing Director and/or the designated purchasing staff shall attend DBE business conferences and trade fairs to network and identify potential suppliers.

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EQUIPMENT AND INVENTORY POLICY

The purpose of this policy is to ensure St. John the Baptist Parish Government is able to acquire and track inventory and equipment and to retain and audit assets. Additionally, this policy allows the Parish to meet the need for detailed information to identify property or equipment, the departmental assignment, and the location of the property or equipment.

Stock inventory or (Stock) is ordered regularly and tracked in an inventory system (Workflow). This stock have a value and is placed into inventory to be charged or expensed to departments, or capitalized as they are placed into operation or used for a capital project.

No item of inventory should be permitted to leave the premises without signed proper authority. The warehouse Supervisor or assigned personnel, shall conduct the annual inventory of all equipment.

Property and equipment Inventory includes but not limited to the following:

- Include items of furniture, electronic equipment, machinery, apparatus, office supplies, etc.
- Rented or leased items

Asset Acquisition



- Approved asset requests are sent to the warehouse. The warehouse will purchase the asset requested. Once the asset is received, the warehouse will take delivery and verify the item delivered matches the original request. The asset is recorded in the system and assigned to the department in which it will be delivered and remain unless transferred. After recording and tracking has been established, the asset is delivered to the requesting department.
- The receiving Office shall verify that the item description is identical to the item described on the purchase order issued to the supplier and arrange for the equipment to be delivered to the location requested.

Replenishment

- There is an inventory level for each item in the warehouse. When stock gets below the level, a request is entered by the warehouse personnel to replenish the stock.

Inventory / Asset Tracking

- An inventory system (Workflow) is maintained to identify all Parish inventory, their location, historical cost, and the department/personnel responsible for removal of the

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inventory. Supporting documentation for the records shall be maintained and include documents such as cancelled checks, paid bills, bill of lading, packing sheet, invoices and purchase orders, payroll, deposit slips, time and attendance records, contracts, grant agreements, etc.

Annual Inventory Count

An annual inventory count is made in the first quarter of the year for the previous year.

- A printout of inventory count is obtained from the system.
- Warehouse personnel manually count each stock item.
- The report is then given to the Purchasing Director for approval.
- The Purchasing Director forwards the finding to the CFO.
- The warehouse personnel makes an inventory adjustment for the shortage or overage.
- The CFO makes the Finance adjustment.

Loss, Damage, Theft, and Transfers

- Department managers are responsible for maintaining all assets assigned to their departments and for reporting any loss, damage, theft, and transfer to other departments. Notification must be sent to the finance department of any such occurrence.

Surplus Property Disposal

Property that becomes surplus, obsolete, or uneconomically repairable will be disposed of as surplus property. The Asset Manager is responsible for the accounting of all Parish surplus property. These items not needed by other Parish departments will be sold through public auction.

State law prohibits parish employees and members of employees' immediate families from buying items at parish surplus auctions. This includes employees' spouses, employees' spouse's parents, employees' children and their spouses, employees' brothers & sisters and their spouses, and employees' parents and their spouses.

- Each Director/department identifies item(s) for surplus and forwards to the Purchasing Director.
- The Purchasing Director or designee coordinates the Surplus auction.
- The auction is advertised a minimum of 3 times before the auction.
- All items that are not sold at the auction may be donated to non-profit organizations, discarded or scraped.



ST. JOHN THE BAPTIST PARISH COUNCIL

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Office 985-652-1702
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December 27th, 2018

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Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Wednesday, December 26th, 2018.

"Councilman Perrilloux moved and Councilman Snyder seconded the motion to approve the adoption of the following policies: Amended Financial Management Policy; Amended Purchasing and Procurement Policy; Amended Travel Policy; Ethics Policy and Credit Card Policy. The motion passed with 6 yeas, 2 absent (Hotard and Remondet) and 1 against (Sorapuru)."

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 26th day of December, 2018.


Jackie Landeche
Council Secretary
St. John the Baptist Parish Council