



REQUEST FOR PROPOSAL

Medical Equipment and Technology Planning Services

Project Name and Location:	Lady of the Sea Interim and Future Hospital 200 West 134 Place Cut Off, LA 70345
Date of Request for Proposal:	March 14, 2022
Contact for Submissions and Questions:	Gary R Maraviglia RA, DBIA, LEED AP Project Quality Director Major Projects LUSTER NATIONAL INC M: 415-416-4203 E: gmaraviglia@Luster.com
Proposal Type:	Informal Selection No interviews Electronic RFP response submittal
RFP Response Due Date / Time:	April, 1 2022/ 5:00 PM CST
Selection Committee Members:	Karen Collins, CEO LOSGH Gary Maraviglia, Luster National Kip Edwards, Luster National Jacqueyn Richoux, CFO LOSGH Stacy Martin, Dir., Materials Mgmt. LOSGH

**Lady of the Sea, Cut Off ,Louisiana
Hospital Renovated or Replacement Study**



SPACE UTILIZATION PROGRAM

Revision Date: December 21, 2021
Print Date: January 19, 2022

Summary

Department	Total Departmental Gross Sq Ft (DGSF):	Comments:
Accounting, Administration, Business & Lobby	4,983	
Cardiac Diagnostics	806	
Specialty Health Clinic - Single Physician	1,740	
Central Sterile Processing	689	
Dietary	3,514	
Emergency Department	7,608	
Imaging	5,813	
Lab	1,864	
Materials & Facility Management	5,169	
Medical Records	0	
Medical Staff	0	
Medical/Surgical Patient Care Unit	11,832	
Pharmacy	874	
Rehab	0	
Surgical Services	8,946	
Total Departmental Gross Sq Ft (DGSF)	53,837	
Net to Gross Factor (Bldg. Circulation and Distribution M/E)	1.15	
Total Building Gross Sq Ft Excluding Physical Plant (BGSF)	61,913	
Physical Plant (BGSF)	11,000	
Total Building Gross Sq Ft (BGSF)	72,913	

BACKGROUND:

Lady of the Sea General Hospital (LOSGH) is a critical access hospital located in Cut Off, LA. The hospital was severely damaged during Hurricane Ida on August, 29, 2021 and requires either major repair/renovation or replacement. LOSGH is a 25 bed (23 M/S and 2 ICU downsized from 49 beds), 88,000 sf hospital and offers the following services:

- Inpatient Medical Surgical (23 beds) with 2 bed ICU Unit
- Surgery
- Emergency
- Radiology, Laboratory, & Cardiopulmonary
- Home Health
- 2 Rural Health Clinics offering primary care & behavioral health services (located in separate clinic buildings)
- Chronic Dialysis (located in separate clinic building)
- Outpatient therapy clinic offering speech, physical therapy, and occupational therapy (located in separate clinic building)
- Outreach Center providing community outreach, education, and wellness programs (located in separate clinic building)

The current building and campus was originally opened in 1978. It serves a surrounding community of 21,000. Prior to the hurricane damage (post COVID), LOSGH had an ADC of 10 patients. Pre-COVID, the ADC was 6-7 patients. In addition to the hospital, which is currently out of service, LOSGH operates two clinic facilities. Emergency services are currently being provided out of one of the clinic facilities.

PROJECT DESCRIPTION:

Work is underway to plan and design permanent hospital facilities for LOSGH, expected to complete in mid-2025. There are also plans to construct a Temporary Hospital, a modular facility located in an adjacent area, that is expected to open in two phases during the second half of 2022. The Permanent hospital is expected to be approximately 73,000 sf. The Temporary Hospital is approximately 28,500 sf. Space programs for each are included with this RFP.

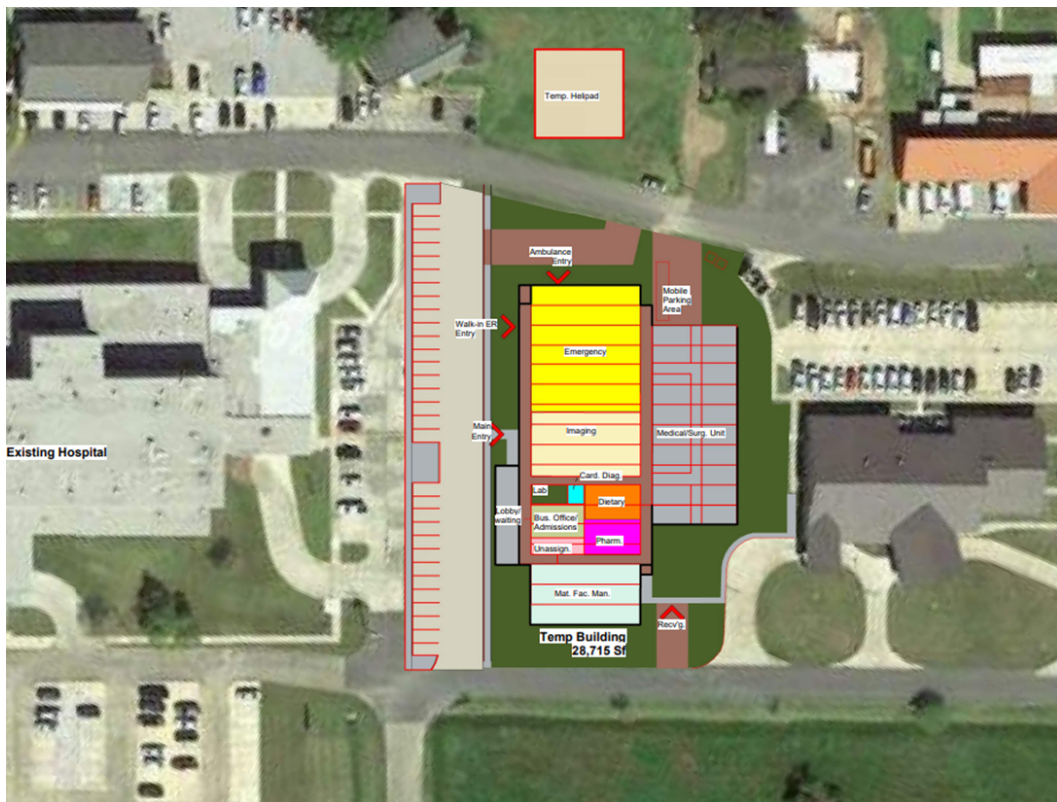
In addition, there is a renovation and repair project of the current outpatient Chronic Dialysis facility of approximately 4,200 sf which will include 500 sf for Home Health Services. Tentative completion and occupancy of this building will be early 1st quarter of 2023. A schematic layout for the Chronic Dialysis Clinic should be available by mid-April 2022.

A high level service program for each is as follows:

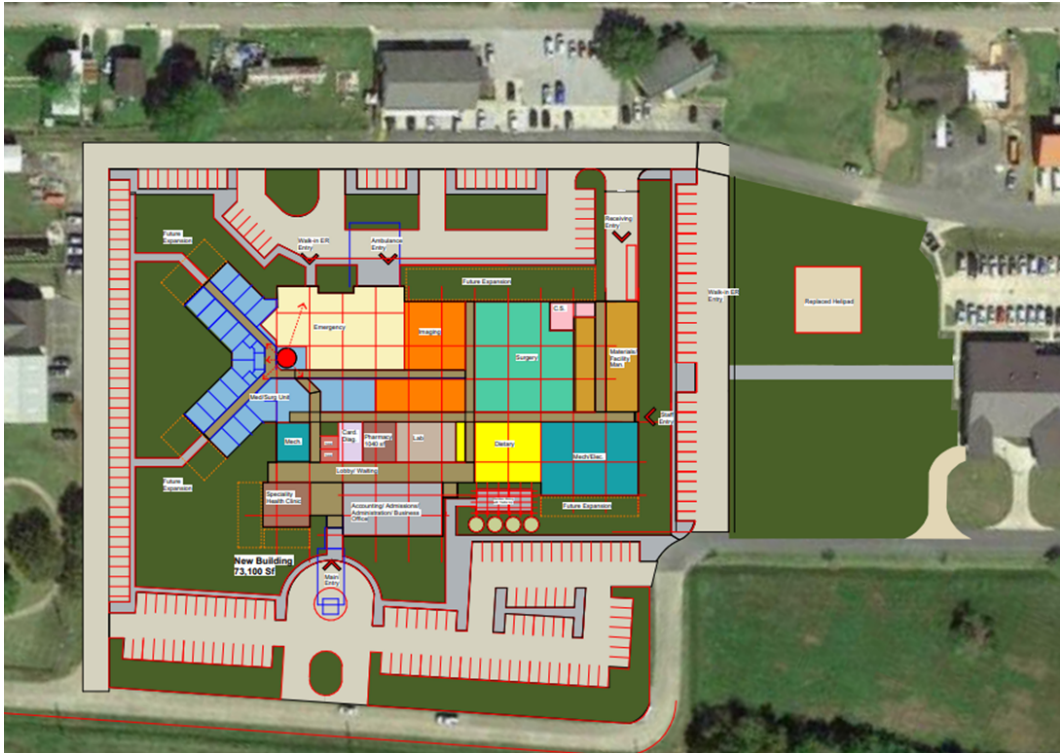
Space	Temporary Hospital Proposed Service Plan	Permanent Hospital Proposed Service Plan	Outpatient Chronic Dialysis Proposed Service Plan	Notes:
Med/Surg Beds Operated	10	14 rooms w/ 2 set for semi-private; 16 total		If cost effective, consider shelling two additional rooms. Provide 2 rooms with isolation capability.
ICU Beds Operated	0	2		May eliminate the ICU beds/service.
Imaging Rooms				
Routine Rad	1	1		
Rad/Flouro	1	1		
Ultrasound	1	1		
Mamo	1	1		
Dexa Scan	1	1		
CT	1 - mobile	1		
MRI	1 mobile	1		
Operating Rooms	0	2		
Endo Room	0	1		
ED				
ED Exam Rms/Bays	8	8		Provide 2 rooms with isolation capability and configure 2 of the 8 rooms for behavioural patients.
ED Trauma Rms/Bays	2	2		
Dialysis Chairs			10	

Preliminary space programs are attached for each project.

CONCEPTUAL PLANS for the LOSGH SITE:



Temporary Hospital



Permanent Hospital



Chronic Dialysis Clinic

SCOPE:

The following Services are required for each of the above, three projects (Temporary Hospital, Permanent Hospital, and Chronic Dialysis):

1. Medical and non-Medical Equipment Plans to include rooms by room lists, placement drawings, equipment data sheets showing all space, utility, and floor load (if applicable) requirements. A proposed schedule for services should be included.
 - a. Lists and drawings will be created separately for each project in conjunction with the design. The following are the current, working schedules for both the Temporary and Permanent Hospitals.
 - b. The equipment procured for the Temporary Hospital will be moved to the Permanent Hospital.
2. Technology Plan to include specifications and proposed placement drawings for:
 - a. Data and networking equipment for both cabled and wireless systems (cable and pathways by building contractor).
 - b. Patient entertainment and education systems (television – cable by building contractor)
 - c. Staff communication systems (video conference and telephone).
 - d. Budget estimate for each.
3. Budget estimate for each equipment/system category by department, room or area for each project.
4. Procurement support to include:
 - a. Lists and packages structured for purchase for each project.
 - b. Identification of salient characteristics of equipment items so that procurement can be based on a specified manufacturer or approved equal (must meet FEMA requirements for competition).
 - c. Review of quotes, lead times, and recommendations for award (note, LOSGH is a member of the Vizient GPO so those contacts will be utilized to the extent possible)

- e. Describe the systems and tools that will be utilized for planning and procurement support.

Section 2.0 – Project Terms:

- a. **Schedule/Approach** – Provide a proposed schedule and approach for each project to include anticipated LOSGH staff meeting requirements.
- b. **Compensation and Expenses** – Please quote lump sum fees for each project. Indicate billing rate for all project team members and for any anticipated outside consulting services. Provide an estimate of reimbursable expenses for this engagement. Provide required mark-up on consultant costs and reimbursable expenses (if any).
- c. **Statement of Terms** – Provide a statement that the proposal, its description of deliverables, team members, etc., will be guaranteed for a period of sixty (60) days from the date of submission.
- d. **Federal Requirements** - Since this contract may involve federal funding and to comply with federal regulations, additional terms and conditions as specified in Exhibit “A”.

SELECTION PROCESS:

All proposals received will be screened and evaluated based upon the criteria indicated below:

- a. Team proposed for this project and experience with similar projects (30%).
- b. Unique project approaches or ideas proposed for the Project (20%).
- c. Schedule (25%).
- d. Cost (25%).

ATTACHMENTS (4):

1-PGM Lady of the Sea – Temp. Hospital.pdf (Space Program)
2-PGM Lady of the Sea – New & Renovated.pdf (Space Program)
3-Lady of the Sea Dialysis Center 20-014.pdf (Space Program)
Exhibit A FederalClauses.pdf (CFR Contract Provisions)

The contract for this work will be issued from LOSGH. LOSGH reserves the right to reject any or all bids and to waive any informality in proposals received whenever such rejection of waiver is in the interest of LOSGH. All materials submitted shall become the property of LOSGH. It is understood and agreed by the submitting firms that submittals, interviews, etc., are voluntary and that LOSGH and/or its employees, agents, etc., are not responsible for any compensation and/or other commitments associated with submittals or interviews.

**Lady of the Sea, Cut Off ,Louisiana
Hospital/Temporary Phased Facility (TPF)**

SPACE UTILIZATION PROGRAM

Revision Date: December 20, 2021

Print Date: January 19, 2022



Summary

Department	Total Departmental Gross Sq Ft (DGSF):	Comments:
Administrative	0	Administration to remain in the TFP already on site.
Business Office/Admissions	819	Business Office to remain in the TFP already on site.
Lobby & Waiting	589	
Central Sterile Processing	83	Storage for material from off site distributor
Dietary	858	Limited meal preparation
Emergency Department	6,078	
Imaging	2,958	
Lab	312	
Materials & Facility Management	3,088	
Medical/Surgical Patient Care Unit	8,085	
Pharmacy	762	
Specialty Health Clinic - Single Physician	1,740	3 Exam Room clinic for rotating specialist. Not to be in Interim Facility. Location to be determined. (Program is 1,740
Cardiac Diagnostics Center	132	
Rehab	0	
Surgical Services	0	
Temp Building For Dialysis	0	another building. 10 Bed/Chair Unit.
Total Departmental Gross Sq Ft (DGSF)	25,503	
Net to Gross Factor	1.2	
Total Building Gross Sq Ft (BGSF)	30,604	
Alternate: Delete Specialty Health Clinic (SHC)	28,516	If the SHC is removed from the program, the BGSF is reduced to this amount. Net savings is 2 Modular Units

**Lady of the Sea, Cut Off ,Louisiana
Hospital/Temporary Phased Facility (TPF)**

SPACE UTILIZATION PROGRAM

December 20, 2021

Administration & Public

Administrative



Program Component	Existing			Space Program 12/8/2021			Comments
	No Rms	Room Size	Total NSF	No Rms	Room Size	Total NSF	
Administrative							
Administration Summary:							Administration to remain in the TFP already on site.
Subtotal Net Sq Ft:						0	
Net to Gross Factor:						1.12	
Administration Dept. Gross Sq Ft (DGSF):						0	
Summary							
Administration Zone - Subtotal DGSF:						0	
Total Departmental Gross Sq Ft (DGSF):						0	

Lady of the Sea, Cut Off ,Louisiana
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SPACE UTILIZATION PROGRAM

December 20, 2021

Administration & Public

Business Office

Program Component	Existing			Space Program 12/8/2021			Comments
	No Rms	Room Size	Total NSF	No Rms	Room Size	Total NSF	
Business Office							
Director for Business Services				0	120	0	Remote
Registration Supervisor				1	120	120	
Billing Supervisor				0	120	0	Remote
Office for Collection				1	120	120	
Coder				0	64	0	Coders, Insurance - Remote
Copy				1	120	120	Supplies, Postage Mach.
Files				0	95	0	No File Room
Office - Medicaid Application				0	90	0	
Business Office Summary:							
Subtotal Net Sq Ft:						360	
Net to Gross Factor:						1.07	
Business Office Dept. Gross Sq Ft (DGSF):						385	
Summary							
Business Office - Subtotal DGSF:						385	
Total Departmental Gross Sq Ft (DGSF):						385	

Lady of the Sea, Cut Off ,Louisiana
Hospital/Temporary Phased Facility (TPF)

SPACE UTILIZATION PROGRAM

December 20, 2021

Administration & Public

Admissions & Registration



Program Component	Existing			Space Program 12/8/2021			Comments
	No Rms	Room Size	Total NSF	No Rms	Room Size	Total NSF	
Admissions							
Registration (Private)				2	130	260	
Registration/Switch Board				1	145	145	
Admissions Summary:							
Subtotal Net Sq Ft:						405	
Net to Gross Factor:						1.07	
Admissions Dept. Gross Sq Ft (DGSF):						433	
Summary							
Admissions - Subtotal DGSF:						433	
Total Departmental Gross Sq Ft (DGSF):						433	

Lady of the Sea, Cut Off ,Louisiana
Hospital/Temporary Phased Facility (TPF)



SPACE UTILIZATION PROGRAM

December 20, 2021

Administration & Public

Lobby & Waiting

Program Component	Existing			Space Program 12/8/2021			Comments
	No Rms	Room Size	Total NSF	No Rms	Room Size	Total NSF	
Lobby/Waiting							
Lobby/Waiting				1	300	300	
Restroom, Public, Male				1	65	65	
Restroom, Public, Female				1	65	65	
Vestibule				1	80	80	
Wheelchair Alcove				1	40	40	
Gift Shop				0	160	0	
Admissions Summary:							
Subtotal Net Sq Ft:						550	
Net to Gross Factor:						1.07	
Admissions Dept. Gross Sq Ft (DGSF):						589	
Summary							
Admissions - Subtotal DGSF:						589	
Total Departmental Gross Sq Ft (DGSF):						589	

Lady of the Sea, Cut Off ,Louisiana
Hospital/Temporary Phased Facility (TPF)



SPACE UTILIZATION PROGRAM

December 20, 2021

Support Services

Central Sterile Processing

Program Component	Existing			Space Program 12/8/2021			Comments
	No Rms	Room Size	Total NSF	No Rms	Room Size	Total NSF	
Central Sterile							
Patient Care Support							
Workroom, Decontamination	255			0	255	0	
□ workstation, double sink (2)	60						
□ Neptune docking station	40						
□ Washer / Sterilizer	50						
□ Ultrasonic Washer	40						
□ Clinical Service Sink	20						
□ hand sink	5						
□ circulation	40						
Sterilization/pack/prep	0			0	0	0	
□ Sterad	0						
□ Pack / prep worktables (1)	0						
□ Case Cart work area / holding	0						
□ hand sink	0						
□ circulation	0						
Sterile Supply				0	261	0	
Sterilizer Room	0			1	0	0	
□ Sterilizer	0						
Storage				0	75	75	Storage for material from off site
Central Sterile Supply Summary:							
Subtotal NSF:						75	
Net to Gross Factor:						1.10	
Central Sterile Dept Gross Sq Ft (DGSF):						83	
Summary							

Lady of the Sea, Cut Off ,Louisiana
Hospital/Temporary Phased Facility (TPF)

SPACE UTILIZATION PROGRAM

December 20, 2021

Support Services

Dietary



Program Component	Existing			Space Program 12/8/2021			Comments
	No Rms	Room Size	Total NSF	No Rms	Room Size	Total NSF	
Public Dining							
Dining				0	700	0	Staff Dining in Breakrooms. Meals not available to General Public
Servery Public Toilets, Hdcp				1 0	100 65	100 0	
Public Dining Support Zone:							
Subtotal NSF:						100	
Net to Gross Factor:						1.20	
Department Gross Sq Ft (DGSF):						120	
Dietary Support							
Prep Kitchen				1	200	200	
Storage, Dry				1	150	150	
Range/Stove				1	35	35	
Cooler				1	35	35	
Freezer				1	35	35	
Office/Lockers				1	120	120	
Housekeeping Closet				1	50	50	
Staff Toilet				1	65	65	
Dietary Support Summary:							
Subtotal Net Sq Ft:						690	
Net to Gross Factor:						1.07	
Department Gross Sq Ft (DGSF):						738	
Summary							
Public Dining Zone - Subtotal DGSF:						120	
Dietary Support - Subtotal DGSF:						738	
Total Departmental Gross Sq Ft (DGSF):						858	

**Lady of the Sea, Cut Off ,Louisiana
Hospital/Temporary Phased Facility (TPF)**



SPACE UTILIZATION PROGRAM

December 20, 2021

Procedure

Emergency Department

Program Component	Existing			Space Program 12/8/2021			Comments
	No Rms	Room Size	Total NSF	No Rms	Room Size	Total NSF	
Public / Visitor Support Zone							
Vestibule				1	80	80	
Storage, Wheelchair				1	50	50	Wheelchair and stretcher
Waiting <i>FGI 2.2-3.1.3.4</i>				14	15	210	14 Seats
Security				1	100	100	
Vending				3	10	30	3 Machines
Reception/Registration <i>FGI 2.2-3.1.3.3</i>				1	140	140	
Family Consult Room <i>FGI 2.2-3.1.10</i>				0	80	0	
Public Toilets, Hdcp <i>FGI 2.2-3.1.3.4(a)</i>				2	65	130	
Public/Visitor Support Zone:							
Subtotal NSF:						740	
Net to Gross Factor:						1.60	
Gross Sq Ft (DGsf):						1,184	
Emergency Department							
Patient Care							
Triage Room <i>FGI 2.2-3.1.3.3</i>				1	129	129	
Exam/Treatment Room <i>FGI 2.2-3.1.3.6</i>				8	140	1120	
Toilet Room, Patient <i>FGI 2.2-3.1.3.7</i>				1	65	65	
Trauma Room <i>FGI 2.2-3.1.3.6(4)</i>				1	300	300	
Decontamination Room <i>FGI 2.2-3.1.3.6(8)</i>				1	120	120	
Patient Care Support							
Nurse Station / Documentation / Work	210			1	210	210	
□ workstation, ward clerk (2)	60						
□ workstation, caregiver (1)	30						
□ workstation, multipurpose (2)	60						
□ file storage, standard	25						
□ alcove, copier/fax/printer	15						
□ storage, office supplies	10						
□ hand sink	10						
Medication Room <i>FGI 2.1-2.8.8</i>				1	120	120	Omnicell, refrig, counter, sink
Clean Utility / Supplies <i>FGI 2.2-3.1.8.11</i>				1	100	100	
Soiled / Trash Hold <i>FGI 2.2-3.1.8.12</i>				1	80	80	
Nourishment Center / Alcove				0	60	0	
Linen Cart Alcove				1	10	10	
Alcove, Crash Cart				2	15	30	
Alcove, Blanket Warmer				0	10	0	
Ice Machine				1	40	40	
Equipment Storage, General <i>FGI 2.2-3.1.8.13</i>				1	160	160	
Housekeeping Closet <i>FGI 2.2-3.1.8.14</i>				1	60	60	
Staff Support							
Security Station <i>FGI 2.2-3.1.8.16</i>				0	100	0	Noted above
Office, Director				1	100	100	
Office, Billing							
Workroom				1	100	100	
Physician Dictation <i>FGI 2.2-2.8.3</i>				1	30	30	
Staff Lounge / Conference <i>FGI 2.1-2.9.1</i>				1	120	120	Lockers, Lunch room,
Staff Toilet <i>FGI 2.1-2.9.2</i>				1	65	65	
Sleep Room/Lounge for Physician				1	100	100	

Program Component	Existing			Space Program 12/8/2021			Comments
	No Rms	Room Size	Total NSF	No Rms	Room Size	Total NSF	
General Building Support							
Communications Closet				0	150	0	SF in NGF
Electrical Closet				0	80	0	SF in NGF
Emergency Department Summary:							
Subtotal NSF:						3,059	
Net to Gross Factor:						1.60	
Department Gross Sq Ft (DGSF):						4,894	
On Call							
Patient Care Support							
Sleep Room				0	125	0	
Toilet Room, Sleep Room				0	90	0	
Closet				0	8	0	
Storage				0	50	0	
On Call Department Summary:							
Subtotal NSF:						0	
Net to Gross Factor:						1.10	
Department Gross Sq Ft (DGSF):						0	
Summary							
Public/Visitor Support Zone - Subtotal DGSF:						1,184	
Emergency Department - Subtotal DGSF:						4,894	
On Call - Subtotal DGSF:						0	
Total Gross Sq Ft (DGSF):						6,078	

Lady of the Sea, Cut Off ,Louisiana
Hospital/Temporary Phased Facility (TPF)



SPACE UTILIZATION PROGRAM

December 20, 2021

Diagnostics

Imaging

Program Component	Existing			Space Program 12/8/2021			Comments
	No Rms	Room Size	Total NSF	No Rms	Room Size	Total NSF	
Diagnostic Imaging							
Patient Care, General Imaging							
X-Ray				2	225	450	1 Routine, 1 Flouro
X-Ray Control				1	60	60	
Patient Toilet				1	65	65	
CT Procedures - Mobile Unit				1	0	0	Square Footage - Mobile Unit Not in TPF
Patient Care Support							
Sub wait - General Imaging				1	120	120	
Dressing Room				2	55	110	
Patient Toilet				1	75	75	
Soil Utility				1	80	80	
Reading				1	100	100	
Alcove, Mobile x-ray				1	30	30	Near ED
Medication Dispenser Alcove				1	20	20	Omnicell
Administrative Support							
Director Office				1	100	100	
Specialist Office				0	96	0	
Shared Office				0	120	0	
Copier / Printer Alcove				0	40	0	
Staff Support							
Staff Lounge / Breakroom				1	140	140	With Lockers
Staff Toilet(s)				1	65	65	
Public / Family Support							
General Waiting				0	73	0	
Public Toilets, Hdcp				0	63	0	
General Support							
Electrical Closet				0	64	0	SF in NGF
Communications Closet				0	100	0	SF in NGF
Diagnostic Imaging Summary:							
Subtotal Net Sq Ft:						1,415	
Net to Gross Factor:						1.45	
Diagnostic Imaging Dept. Gross Sq Ft (DGSF):						2,052	

Program Component	Existing			Space Program 12/8/2021			Comments
	No Rms	Room Size	Total NSF	No Rms	Room Size	Total NSF	
Women's Imaging Center							
Patient Care							
Ultrasound				1	140	140	
Ultrasound Toilet				1	65	65	
Ultrasound Dressing Room				0	54	0	Dressing Room in Procedure room
Mammography				1	160	160	
Mammography Dressing Room				0	59	0	Dressing Room in Procedure room
Bone Density Room				0	150	0	Dressing Room in Procedure room
Patient Care Support							
Tech Work				1	160	160	
Office				1	100	100	
General Support							
Electrical Closet (122 sf)				-	-	-	SF in NGF
Communications (87 sf)				-	-	-	SF in NGF
Women's Imaging Center Summary:							
Subtotal NSF:						625	
Net to Gross Factor:						1.45	
Women's Imaging Dept Gross Sq Ft (DGSF):						906	
Summary							
Diagnostic Imaging Zone - Subtotal DGSF:						2,052	
Women's Imaging Zone - Subtotal DGSF:						906	
Imaging Total Departmental Gross Sq Ft (DGSF):						2,958	

Lady of the Sea, Cut Off ,Louisiana
Hospital Renovated or Replacement Study

SPACE UTILIZATION PROGRAM

Revision Date: 12/21/2021

Diagnostics

Lab



Program Component	Existing			Space Program 12/8/2021			Comments
	No Rms	Room Size	Total NSF	No Rms	Room Size	Total NSF	
Public Support Zone							
Waiting				6	15	90	6 waiting
Public/Family Support Zone:							
						90	
						1.10	
						99	
Lab							
Clinical Lab							
Blood Draw				1	120	120	already has office and storage in SF 120,000 test / year (In Hospital)
Spec. Toilet				1	65	65	(In Hospital)
Stat Lab				0	140	0	Lab in Learning Center
Blood Bank				1	100	100	To be relocated to Learning Center
Bacteriology				1	120	120	To be relocated to Learning Center
Spec. Chemistry				1	120	120	To be relocated to Learning Center
Reagents				1	80	80	To be relocated to Learning Center
Chemistry Lab				1	130	130	To be relocated to Learning Center
Hematology Lab				1	110	110	To be relocated to Learning Center
Urinalysis Lab				1	110	110	To be relocated to Learning Center
Office, Lab Director				1	120	120	already has office and storage in SF/ To be relocated to Learning Center
Equipment Storage				1	80	80	To be relocated to Learning Center
House Keeping Closet				1	30	30	To be relocated to Learning Center
Drop-Off Area				1	20	20	To be relocated to Learning Center
Staff Lounge / Breakroom				1	120	120	4 People at one time / To be relocated to Learning Center
Lockers				1	10	10	12 - 1/3 High / To be relocated to Learning Center
Lab Summary:							
						1,335	Estimated 120K Test per year.
						1.30	
						1,736	Total (Hospital & LC)
						284	To be located in Hospital
						1.10	
						312	Total - Temp (Wait., Blood Draw & Tlt.)
						1,150	To be located in converted Learning Center
						1.30	
						1,495	Total - Converted Learning Center
Summary							
						99	
						1,736	
						1,835	
			1,670				

Lady of the Sea, Cut Off ,Louisiana
Hospital/Temporary Phased Facility (TPF)



SPACE UTILIZATION PROGRAM

December 20, 2021

Support Services

Material & Facility Management

Program Component	Existing			Space Program 12/8/2021			Comments
	No Rms	Room Size	Total NSF	No Rms	Room Size	Total NSF	
EVS Support Zone							
EVS				1	150	150	
Clean Linen				1	150	150	
Soiled Linen				1	150	150	
Red Bag Storage				1	60	60	
Director's Office				1	100	100	
Housekeeping Closet				1	50	50	
EVS Support Zone:							
Subtotal NSF:						660	
Net to Gross Factor:						1.15	
Department Gross Sq Ft (DGSF):						759	
Purchasing Zone							
Storage, General				1	600	600	
Purchasing				1	130	130	
Receiving				1	200	200	
Storage				0	200	0	
Bio Med				1	100	100	
Purchasing Zone Summary:							
Subtotal NSF:						1,030	
Net to Gross Factor:						1.15	
Department Gross Sq Ft (DGSF):						1,185	
Staff Support							
Staff Toilet (Unisex)				1	65	65	
Staff Lockers, Women				1	65	65	
Staff Lockers, Men				1	65	65	
Break Room, Staff				1	140	140	
Staff Support Zone Summary:							
Subtotal NSF:						335	
Net to Gross Factor:						1.15	
Department Gross Sq Ft (DGSF):						385	
IT							
Server Room				0	280	0	Currently in the Clinic
Office				0	100	0	Shared w/ Bio Med
Communications Closet				1	120	120	Additional Ventilation Required
IT Zone Summary:							
Subtotal NSF:						120	
Net to Gross Factor:						1.15	
Department Gross Sq Ft (DGSF):						138	

Program Component	Existing			Space Program 12/8/2021			Comments
	No Rms	Room Size	Total NSF	No Rms	Room Size	Total NSF	
Facility Management							
Engineering				0	275	0	Office for two (Shared)
Office(s)				1	140	140	
Storage				0	339	0	
Facility Management Zone Summary:							
Subtotal NSF:						140	
Net to Gross Factor:						1.15	
Department Gross Sq Ft (DGSF):						161	
Mechanical & Electrical							
Mechanical Room				0	525	0	Portable
Gas Storage				0	35	0	
Electrical Room				0	190	0	
Electrical Room				0	136	0	
All Combined				1	400	400	
Generator For Facility				1			
Mechanical & Electrical Zone Summary:							
Subtotal NSF:						400	
Net to Gross Factor:						1.15	
Department Gross Sq Ft (DGSF):						460	
Summary							
EVS Support Zone - Subtotal DGSF:						759	
Purchasing Zone - Subtotal DGSF:						1,185	
Staff Support Zone - Subtotal DGSF:						385	
IT Zone - Subtotal DGSF:						138	
Facility Management Zone - Subtotal DGSF:						161	
Mechanical & Electrical Zone - Subtotal DGSF:						460	
Material & Facility Mgmt. Total Departmental Gross Sq Ft (DGSF):						3,088	

**Lady of the Sea, Cut Off ,Louisiana
Hospital/Temporary Phased Facility (TPF)**

SPACE UTILIZATION PROGRAM

December 20, 2021

Acute Care Unit

Medical/Surgical Patient Care Unit



Program Component	Existing			Space Program 12/8/2021			Comments
	No Rms	Room Size	Total NSF	No Rms	Room Size	Total NSF	
Medical/Surgical Patient Care Unit							
Patient Care, Med Surg							
Patient Room				10	234	2340	Explore Isolation Room
□ Patient Toilet / Shwr				10	65	650	
Portable Ultraviolet Light							1
Patient Care Support							
Nurse Station, Centralized				1	200	200	
□ workstation, caregiver (4)	0						
□ alcove, copier/fax/printer	0						
□ storage, office supplies	0						
□ hand sink	0						
Nurse Station, Decentralized				0	10	0	
Clean Utility / Supplies				1	100	100	
Soiled Utility				1	80	80	
Nourishment				1	80	80	
Janitor Closet				1	45	45	
Storage, Equipment				1	200	200	
Meds				1	120	120	3 Towers, 1 Frig, Sink, Counter
Linen Cart Alcove				1	40	40	
Administrative Support							
Workroom				1	94	94	
Office, Director/Case Manager				1	120	120	
Office, Social Services (Shared)				1	120	120	
Break Room, Staff				1	140	140	Includes Lockers
Sleep Rooms				0	200	0	
Public / Family Support							
Family Waiting				1	100	100	
Stretcher/ Wheelchair Alcove				1	20	20	
Public Toilets, Hdcp				1	65	65	
General Support							
Communications Closet				0	100	0	SF in NGF
Electrical Closet				0	50	0	SF in NGF
Summary							
Medical Surgical Summary:							
						5,390	
						1.50	
						8,085	

**Lady of the Sea, Cut Off ,Louisiana
Hospital/Temporary Phased Facility (TPF)**



SPACE UTILIZATION PROGRAM

December 20, 2021

Support Services

Pharmacy

Program Component	Existing			Space Program 12/8/2021			Comments
	No Rms	Room Size	Total NSF	No Rms	Room Size	Total NSF	
Pharmacy							
Staff Support							
Pharmacy				1	300	300	
Office, Mngr				1	110	110	
Hood Room, Negative				1	55	55	
Hood Room, Positive				1	55	55	
Ante Room				1	100	100	
Equipment Room				1	40	40	
Lockers (6)				1	20	20	
Pharmacy Summary:							
Subtotal NSF:						680	
Net to Gross Factor:						1.12	
Department Gross Sq Ft (DGSF):						762	
Summary							
Lab - Subtotal DGSF:						762	
Total Departmental Gross Sq Ft (DGSF):						762	

**Lady of the Sea, Cut Off ,Louisiana
Hospital Renovated or Replacement Study**



SPACE UTILIZATION PROGRAM

December 20, 2021

Clinical

Specialty Health Clinic - Single Physician

Program Component	Existing			Space Program 12/8/2021			Comments
	No Rms	Room Size	Total NSF	No Rms	Room Size	Total NSF	
Public / Family Support Zone							
Family Waiting				1	140	140	Patients in WC's Use public Toilets in Lobby
Coffee bar, sink				0	20	0	
Receptionist				1	120	120	
Family Consult Room				0	65	0	
Public Toilets, Hdcp				0	65	0	
Public/Family Support Zone:							
Subtotal NSF:						260	
Net to Gross Factor:						1.35	
Department Gross Sq Ft (DGSF):						351	
Clinical							
Patient Care							
Private Exam Rooms				3	120	360	
Procedure Room				1	184	184	
Toilet Room, Patient Hdcp				1	65	65	
Patient Care Support							
Nurse Station / Documentation / Work	145			0	145	0	
□ workstation, clerical (1)	0						
□ workstation, caregiver (2)	60						
□ workstation, multipurpose (1)	30						
□ file storage, standard	25						
□ alcove, copier/fax/printer	15						
□ storage, office supplies	10						
□ hand sink	5						
Office, Physician				1	115	115	
Office, Mngr				0	85	0	
Medication Alcove				1	40	40	
Clean Utility / Supplies				1	60	60	
Soiled / Trash Hold				1	40	40	
Nourishment Alcove				0	40	0	
Alcove, Vitals				0	80	0	
Equipment Storage, General				1	60	60	
Workroom				0	75	0	
Clinical (General) Summary:							
Subtotal NSF:						924	
Net to Gross Factor:						1.35	
Department Gross Sq Ft (DGSF):						1,247	

Support Space						
Administrative Support						
Conference Room				0	200	0
Staff Support						
Staff Breakroom / Conference				0	100	0
Staff Toilet (Unisex)				1	65	65
Staff Lockers				0	12	0
Closet, Coat & Shoe				0	15	0
Janitor Closet				1	40	40
Support Space Summary:						
						105
						1.35
						142
Summary						
Public/Family Support Zone - Subtotal DGSF:						351
Clinical (General) - Subtotal DGSF:						1,247
Support Space - Subtotal DGSF:						142
Total Departmental Gross Sq Ft (DGSF):						1,740

**Lady of the Sea, Cut Off ,Louisiana
Hospital Renovated or Replacement Study**

SPACE UTILIZATION PROGRAM

Revision Date: 12/21/2021



Cardiac Diagnostics Center

Program Component	Existing			Space Program 12/8/2021			Comments
	No Rms	Room Size	Total NSF	No Rms	Room Size	Total NSF	
Cardiac Diagnostic Center							
Patient Care Support							
Holter/EKG Scanning				1	120	120	Locate next to Specialty Clinic
Workroom				0	120	0	
Pulmonary Function				0	120	0	
Storage				0	140	0	
Director Office				0	120	0	
Outpatient Diagnostic							
Subtotal NSF:						120	
Net to Gross Factor:						1.10	
Outpatient Diagnostic Dept Gross Sq Ft (DGSF):						132	
Summary							
Cardiac Diagnostics Center - Subtotal DGSF:						132	
Total Departmental Gross Sq Ft (DGSF):						132	

Listing No.	Name	Room No.	SF per Room	Quantity	Total SF	Notes
A.1 Reception Spaces						
A1.1	Lobby/ Waiting Area	0	250	1	250	Water Fountain
A1.2	Reception Desk	0	80	1	80	
A1.3	Restroom	0	50	1	50	
A.2 Administrative Spaces						
A2.1	Supervisor	0	120	1	120	
A2.2	Office	0	100	1	100	
A2.3	Dietician	0	100	1	100	
A2.4	Consult	0	240	1	240	
A2.5	Lounge	0	100	1	100	
A2.6	Lockers	0	80	1	80	
A2.7	Staff Restroom	0	0	1	0	
A.3 Dialysis Area						
A3.1	Dialysis Stations (9)	0	800	1	800	80 sf, provision for privacy, 4ft btwn pts, pt lockers Patient Privacy
A3.2	Dialysis Isolation Station	0	100	1	100	
A3.3	Nurse Station	0	200	1	200	
A3.4	Med Safety Zone	0	0	1	0	
A3.5	Handwash Stations	0	0	2	0	
A3.6	Exam	0	100	1	100	
A3.7	Coffee	0	30	1	30	
A3.8	Clean Supplies	0	80	1	80	
A3.9	Pt. Restroom	0	50	1	50	
A3.10	Re-Use	0	120	1	120	
A3.11	Lab (Dialysate Prep)	0	100	1	100	
A3.12	Wheelchair Storage	0	0	1	0	
A3.13	Soiled Workroom	0	0	1	0	
A.4 Support Spaces						
A4.1	Storeroom (equip,supply storage)	0	320	1	320	Not required
A4.2	EVS	0	20	1	20	
A4.3	Electrical Closet	0	20	1	20	
A4.4	Water Treatment Equip Rm.	0	120	1	120	
A4.5	Equipment	0	20	1	20	
A4.6	Equipment Repair Room	0	0	1	0	Not required
A4.7	IT/Data Room	0	0	1	0	
Net Square Foot Subtotal					3,200	
Total Programmed Square Footage					3,200	
Building Grossing Factor/SquareFootage				1.25 or 25%	800	
Total Building SquareFootage					4,000	

EXHIBIT A: 2 CFR FEDERAL CONTRACT PROVISIONS

In addition, because this contract may involve federal funds the contractor acknowledges by signing this exhibit that these provisions are required to be followed.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200. Appendix II. Required Contract Provisions

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract provisions described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326.

1. Remedies.

In the event of a non-cured material breach of any provision of this agreement, the non-breaching party may seek any legal remedies available under Louisiana laws and regulations.

2. Termination for Cause and Convenience.

Either party may terminate this contract upon thirty (30) days prior written notice to the other party at the address noted herein for notices under this agreement.

In the event of a material breach of any provision of this agreement, which remains uncured by fourteen (days) prior written notice to the defaulting party at the address noted herein for notices under this agreement, then this agreement shall be terminated for cause.

a) Dispute Resolution

Parties to this contract hereby agree that the jurisdiction and venue for any and all disputes involving this contract shall be governed by the laws of the State of Louisiana. The parties hereto consent and agree that exclusive jurisdiction and venue for any and all disputes shall be state court in the 17th Judicial District Court, in and for the Parish of Lafourche, State of Louisiana.

3. Equal Employment Opportunity.

a) Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause provided under 41 C.F.R. § 60.

b) Equal Opportunity Clause.

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

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the

following: Employment, upgrading, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.

- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The Contractor will send to each labor union or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the Equal Opportunity Clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

- 8) The Contractor will include this Equal Opportunity Clause in every subcontractor purchase order unless exempted by the rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

c) Certificate of Nonsegregated Facilities. The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

4. Davis Bacon Act

Not applicable for FEMA Public Assistance Grants.

5. Copeland Anti-Kickback Act

Not applicable for FEMA Public Assistance Grants.

6. Contract Work Hours and Safety Standards Act.

Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II (E).

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

a) *Overtime requirements.* No contractor or subcontractor contracting for any paid of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and

subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- c) *Withholding for unpaid wages and liquidated damages.* Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. Rights to Inventions Made Under a Contract or Agreement.

Not applicable for FEMA Public Assistance Grants

8. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671 q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, (G).

a) Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal

Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

b) Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The contractor agrees to report each violation to owner and understands and agrees that owner will, in turn, report each violation as required to assure notification to the owner, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Debarment and Suspension.

The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official or federal agency, and all contracts for federally required audit services.

- a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c) This certification is a material representation of fact relied upon by owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner and Louisiana's Governor's Office of Homeland Security and Emergency Preparedness, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d) The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such

compliance in its lower tier covered transactions. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

10. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

Required Certification. If applicable, contractors must sign and submit the following certification to the non-federal entity with each bid or offer exceeding \$100,000:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making

or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. Procurement of Recovered Materials.

- a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.

- b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

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

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R.E 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal products or from certain entities for national security reasons.

- a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming;

substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 4050143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause-

b) Prohibitions.

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

c) Exceptions

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

and

- Are not used as critical technology of any system.

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

d) Reporting requirement.

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

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

- i. Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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

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

14. Additional FEMA Recommended Contract Provisions

The Uniform Rules authorize FEMA to require or recommend additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, recommends the following:

a. Access to Records.

- 1) The contractor agrees to provide Governor's Office of Homeland Security and Emergency Preparedness (GOHESP), Owner, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other worksites pertaining to the world being completed under the contract."
- 4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Owner and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either daily to alter the method, price, or schedule of the world without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. DHS Seal, Logo, and Flaps.

- 1) The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor

shall include this provision in any subcontracts.

d. Compliance with Federal Law, Regulations, and Executive Orders.

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

e. No Obligation by Federal Government.

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

f. Program Fraud and False or Fraudulent Statements or Related Acts.

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

g. Affirmative Socioeconomic Steps

The Code of Federal Regulations Title 2 Part 200.321, "Procurement," requires the Recipient, Sub-Recipient, and Prime Contractor to take all necessary affirmative steps to assure that minority-owned and women-owned businesses are afforded contracting opportunities. **This policy applies to all contracts, subcontracts and procurements for services (including engineering and legal), supplies, equipment, and construction.** The goal of this policy is to make MBE/WBE firms aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. To achieve this goal, the affirmative steps, otherwise known as "six good faith efforts," that must be followed are:

- 1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Ensure that small and minority and women's businesses are solicited whenever they are potential sources of products or services to be bid;
- 3) Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority and women's businesses (i.e. provide alternative bidding scenarios);
- 4) Establish delivery schedules to encourage participation by small and minority and women businesses (i.e. timing and flexibility);
- 5) Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency, U.S. Department of Commerce;

- 6) Require the Prime Contractor to take affirmative steps as outlined in items one through five above to subcontract with small and minority and women’s businesses, if they award subcontracts.

I acknowledge review and compliance with all the provisions, as required, listed in “Exhibit A”.

Contractor: _____

Name of Authorized Official: _____

Signature: _____