

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**



REQUEST FOR PROPOSALS

FOR

APPLICATION DEVELOPMENT, PROJECT and
GRANT MANAGEMENT CONSULTANT

Proposal Due Date: May 27, 2024
Proposal Due Time: 3:00 P.M.

Released May 7, 2024

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GENERAL INFORMATION

1.1. Purpose

Terrebonne Parish Consolidated Government (“Terrebonne Parish” “parish”) wishes to secure the services of a professional consultant (“consultant”) to perform all aspects of application, management, preparation, project implementation, planning services and submission requirements associated with the approval of Hazard Mitigation grant applications to the Federal Emergency Management Agency (FEMA) through the Governor’s office of Homeland Security and Emergency Preparedness. Application awards may include Building Resilient Infrastructure and Community grants, Flood Mitigation Assistance, the Hazard Mitigation Grant Program or Public Assistance programs in one or multiple contracts with one or multiple firms. The Parish may from time to time assign professional services contracts or task orders for other state, federal, or nonprofit opportunities that require transferable skills proposed by Consultant.

The awarded Consultant/s will have expertise in developing applications, and implementation and closeout of programs in a timely and cost effective manner.

Terrebonne Parish may seek grants under Hazard Mitigation Grant Programs from a presidentially declared disaster occurring in the 2024 and shall have the discretion to award the work from that storm or past events/applications to a respondent to this request for proposals.

1.2. Scope of Services

Attachment I details the scope of services and deliverables or desired results that the Parish requires of the Consultant/s. The successful firm will be requested, in application development efforts, to provide proactive strategic support reviewing the Hazard Mitigation Plan Update 2023 and interviewing pertinent parish officials and partners to identify projects that could be funded to provide the seven lifelines of the Building Resilient Infrastructure and Communities program or traditional projects available through BRIC, HMGP or FMA.

Terrebonne Parish may require Consultant to develop multiple grant applications submitted in multiple programs in order to enhance opportunities for an award.

Successful applications are likely to require project, grant, and or construction management which may be awarded through a task order with the successful Consultant/s. Consultants may also be tasked with preaward studies, opinions of probable cost, GIS mapping, etc.

2.0 ADMINISTRATIVE INFORMATION

2.1. Term of Contract

The period of contract/s resulting from this RFP is *currently* scheduled for a three-year term to begin upon receipt of the first task order notice to proceed expected in 2024 and to continue through the grant period of performance plus one year for closeout. The contract will also provide for an option to renew for two (2) additional 12 month periods, in accordance with the same terms, if grant funding is increased and/or the period of performance for the grant/s is successfully extended. Performance will not be complete until the project is submitted for closeout and all requests for grant information are

satisfied regardless of timeframe. Timelines for the period of performance may vary based on the grant program pursued.

2.2. Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below:

*Jennifer C. Gerbasi, Recovery Planner
Terrebonne Parish Consolidated Government
Department of Planning and Zoning
Recovery Assistance and Mitigation Planning (RAMP)
8026 Main Street, Suite 701
Houma, Louisiana 70360*

This RFP is available in electronic format or in printed form by submitting a written request to the RFP Coordinator or emailing jgerbasi@tpcg.org.

The Parish will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by the date specified in the Schedule of Events. The Parish reserves the right to modify the RFP by addendum should a change be identified that is in the best interest of the Parish.

Official responses to all questions submitted by potential proposers will be posted at www.centralbidding.com.

The RAMP Division Manager/RFP Coordinator, indicated above, has the sole authority to officially respond to proposers' questions on behalf of the Parish. Any communications from any other individuals are not binding to the Parish.

2.3. Definitions

- A. **Shall, Must, or Will** - Denotes **mandatory** language; a requirement that must be met without alteration
- B. **Should, Can, or May** - Denotes desirable, **non-mandatory language**.
- C. **Consultant** - A firm or individual who is awarded a contract
- D. **Proposal** - A response to an RFP
- E. **Proposer** - A firm, consortium or individual who responds to an RFP
- F. **RFP** - A request for proposals

2.4. Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	May 7, 2024
Deadline for receiving written inquiries	May 10, 2024
Issue responses to written inquiries	May 14, 2024
Proposal submission deadline	May 27, 2024

Oral discussion with proposers if necessary	TBD
Notice of Intent to Award to be mailed	June 4, 2024
Contract Execution	June 21, 2024

NOTE: Terrebonne Parish reserves the right to amend and/or change this schedule of RFP events, as it deems necessary.

3.0 PROPOSAL INFORMATION

3.1. Minimum Qualifications of Proposer

The Consultant shall be a full-service firm with a very high degree of professionalism and significant experience with the services, indicated in section 1.2, including financial tracking and capacity for closeout documentation. Assigned staff member proposed must have experience showing direct responsibility for subgrantee programs from application through closeout with FEMA flood and wind mitigation grants such as elevations, acquisitions, and mitigation reconstructions. Assigned staff must also have experience with a broad range of infrastructure and coastal risk reduction projects. Proposals will be accepted only from parties that provide proof of current registration on the System of Award Management as “active” without exclusions. The Consultant must have the capacity and staffing available to establish a local office in Terrebonne Parish within one month of the first task order and to remain open throughout the term of the Contract unless an alternate schedule is approved in writing by TPCG. The office must be open during normal business hours a minimum of 24 hours per week for application periods and combined implementation task orders over 40 units.

3.2. Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3. RFP Addenda

Parish reserves the right to change the schedule of events or to revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at www.centralbidding.com. It is the responsibility of the proposer to check the website for addenda to the RFP.

3.4. Waiver of Administrative Informalities

The Parish reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal. Mandatory elements are not minor.

3.5. Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the Parish’s best interest.

3.6. Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.7. Subcontracting Information

The Parish shall have the right to offer a single contract to a sole prime Consultant or multiple Consultants. In either case, the awarded Consultant /s shall be responsible for all deliverables specified in the RFP and proposal, unless specifically excluded in the executed contract. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any existing subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor in the Proposal. Proposer should provide detailed information about the experience and qualifications of key personnel the Consultant expects to use from the subcontractor. The prime Consultant shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the Parish, the Consultant shall not contract with any other party for any of the services herein contracted for without the express prior written approval of the Parish. Any staff or subcontract substitutions must be approved by the Parish in advance of work as the award from the RFP is based on the qualifications of the proposed staff experience.

Should the proposer change name, ownership, corporate structure, liability status or otherwise legally modify the legal entity status during the contract status, the proposer shall acknowledge that the original entity will still bear total responsibility for the entire contract should the Parish agree to modify the contract to include the new entity.

3.8. Ownership of Proposal

All materials submitted in response to this request become the property of the Parish. Selection or rejection of a proposal does not affect this right.

3.9. Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1 et seq. and applicable rules and regulations. Any proposal marked as confidential or proprietary in major part at the sole discretion of the Parish or its entirety **may** be rejected without further consideration or recourse.

3.10. Cost of Preparing Proposals

The Parish is not liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by Terrebonne Parish.

3.11. Errors and Omissions in Proposal

The Parish will not be liable for any errors in proposals. The Parish reserves the right to make corrections or amendments due to minor errors identified in proposals by the Parish or the proposer. The Parish, at its option, has the right to request clarification or additional information from the proposers.

3.12. Contract Award and Execution

The Parish reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. The Parish reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer will become part of any contract initiated by the Parish.

The selected proposer shall be expected to enter into a contract with standard Parish requirements. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. Negotiations may begin with the announcement of the selected proposer(s).

If the contract negotiation period exceeds (10) business days or if the selected Proposer fails to sign the final contract within (10) business days of delivery, the Parish may elect to cancel the award and award the contract to the next-highest-ranked Proposer/s.

3.13. Code of Ethics

Proposers are responsible for determining that there will be no conflict with or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

3.14 Board Resolution

A certified copy of a board resolution granting authority to submit the proposal and to sign a contract if selected should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.0 RESPONSE INSTRUCTIONS

4.1. Proposal Submission

Firms/individuals who are interested in providing services under this RFP **must** submit a proposal containing the information specified in sections 4 and 5. The fully completed proposal with original signatures by an authorized representative **must** be received in **hard copy** (printed) version by the RFP Coordinator on or before 3:00 PM Central Standard Time on the deadline date specified in the Schedule of Events. Fax, e-mail or other electronic submissions will not be accepted. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

*Terrebonne Parish Consolidated Government
Department of Planning and Zoning
Recovery Assistance and Mitigation Planning
8026 Main Street, Suite 701
Houma, Louisiana 70360*

For courier delivery, the street address is the *same as above and* the telephone number is *985-873-6565*. It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The Parish requests five (5) printed copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal shall contain original signatures of those

company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. One (1) electronic copy of the proposal and one (1) redacted copy of the proposal should accompany the submission unless there are no redactions. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

Failure to submit all information requested may result in the Parish requiring prompt submission of missing information and/or giving a lower score in the evaluation of the proposal.

4.2. Proposal Format

Proposers should respond to this RFP with a Technical Proposal and separate Cost Proposal. No pricing information should be included in the Technical Proposal.

4.3. Table of Contents

This proposal section should serve to note section headers and page number references.

4.4. Cover Letter

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer.

4.5. Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond with an indepth discussion of their experience regarding each mitigation activity discussed above and other activities that the proposer would suggest the parish pursue within this grant suite. **Tables and references requested are mandatory.**

4.6. Certification Statement

The proposer **must** sign and submit the Certification Statement shown in Attachment II.

4.7 Insurance

The proposer **must** sign and submit the agreement to the insurance requirements in Attachment III.

4.8 Federal System for Award Management (SAM) Certification Active with no exclusions

<https://sam.gov/content/home>

5.0 PROPOSAL CONTENT AND DEFINITIONS

The proposer should provide the information in the format outlined below:

5.1. Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the Parish agency's overall requirements. This may be included in the cover letter.

5.2 Technical Approach/Project Schedule.

Briefly describe the approach to be taken in addressing the proposed scope of work. The description is to include delineation of specific tasks to be undertaken in developing a prospective project list with and

for the parish, completing the grant applications, implementation of each project type if awarded and needed, and closeout. While each firm has their own methodology, which will be outlined in the response, Terrebonne Parish has developed an approach that requires specific outreach and communication tasks as well as monitoring reports. Each of these actions will be required of the successful firm and incorporated by reference into a resulting contract if that mitigation type is performed. The qualified consultant firm experience sought includes completing the following project aspects and the intention to meet the requirements in Attachment I for:

- Elevation for all methods including slab separation and second story conversion
- Mitigation Reconstruction
- Acquisition
- Infrastructure Hardening and Redundancy
- Coastal Restoration or Mitigation projects
- Analyzing previous mitigation actions and developing new mitigation strategies
- Conducting public outreach, coordinating with home and business owners and strategic partners
- Establishing a local office site and staffing plan should a contract be issued.

5.3 Prior Related Firm Experience.

Summarize the firm's experience with pertinent grant development and implementation. This section should clearly indicate the number, quantity, and variety of successful applications developed and/or implemented through closeout. This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract.

A table of grant programs administered must be provided including the year of award, amount of award, units awarded and units mitigated if applicable, which projects are through closeout, and point of contact with phone numbers.

If subcontractors will be employed, the proposer should provide the same information regarding the subcontractor (s) as is requested for the proposer. Respondent shall state whether the qualifications are a result of in-house expertise or other.

Team cohesion is valued in this RFP and a discussion of the length of time that the team proposed has worked together successfully will be considered in the evaluation and scoring.

References. Please include a minimum of five (5) references. Include contact person and phone number for each referenced project.

5.4 Experience of Proposed Personnel.

A brief resume of the individuals involved in the project **shall** be required and a table indicating which relevant projects assigned personnel accomplished, and their role in each project. "Helped" or "assisted" will not count as experience. Optimally, the corporate experience in section 5.3 will have been performed in large part by the proposed staff. The accompanying text or resumes should also specifically include the role and responsibilities of each person **on this project** demonstrating, clearly, the capacity of each assigned staff member to perform all functions proposed and the time served providing that function in the past on similar projects. Clearly indicate if the proposed staff member is an employee or subcontractor.

The person or persons directly responsible for contact with the parish residents for intake of documentation and management of the application and grant implementation if awarded will be called the "Applicant Manager" for the purposes of this RFP and the responses. The Applicant Manager will

be expected to meet with Terrebonne Parish applicants and grant recipients onsite or the local office established in Terrebonne Parish at the discretion of the applicant/recipient. The Applicant Manager must be willing to meet inside a structure to be lifted unescorted in part to ascertain if a Certificate of Occupancy would likely be provided after the mitigation is complete. The Applicant Manager should have at least two (2) years of recent (within the past 9 years) experience in this supportive role for previous Hazard Mitigation Grant (HMGP) and/or Hazard Mitigation Assistance programs including working directly and in person with grant recipients and vendors on a daily basis related to applications and implementation of at least elevations, acquisitions, and mitigation reconstructions. Acceptance of these terms should be reflected in the proposal. More points will be awarded for proposals that provide continuity of services through a single point of contact for the applicant/recipient for both the application and implementation process should that task order be issued.

Project Manager/Parish Point of Contact: This position shall provide technical assistance to the senior leadership of the Parish. This position shall demonstrate an extensive knowledge of the operational and regulatory aspects of the FEMA Hazard Mitigation Programs and should have a minimum of three (3) years of recent experience (within the past 9 years) in a senior project management position. As the point of contact for the Parish and strategic partner, this individual's experience must include roles directly responsible for subgrantee project identification, application development, project implementation and closeout of any project types offered in the proposal. Showing direct responsibility for subgrantee programs from application through closeout with FEMA flood and wind mitigation grants at a senior level with responsibility for policy determinations and closeout. The Parish is specifically inviting proposals for the FEMA suite of funding and project opportunities though other grants may be awarded as needed.

Assigned staff must also have experience with a broad range of infrastructure and coastal risk reduction projects if proposing those services as well.

The experience time period for the Project Manager and Applicant Manager and other staff will be evaluated by review of the submitted experience: i.e. "Proposed individual performed intake and homeowner project management for an HMGP elevation grant from (month/date/year – month/date/year+.)" Ranking for experience will be based on the time and depth of experience and include a preference for fulltime employees over subcontracted staff.

5.5 Responsiveness to client needs.

Describe specific project implementation measures intended to improve the overall positive benefit of the applications to the citizens of Terrebonne Parish. Describe factors such as knowledge and training in the grant programs and the breadth of projects that can be funded, familiarity with coastal areas, positive interaction with Parish staff and success recruiting members of the public for nonstructural projects including outreach and marketing techniques, Benefit Cost Assessment (BCA) experience across project types and any other capabilities that will enhance the overall quality and effectiveness of the completed application suite. Discussion of the plan for the local office would be consistent with this section. Ranking will include the success of past recruiting efforts and proof of timely communication with applicants and government agencies ultimately responsible for the funding expenditures.

5.6 Timeliness of Performance

Provide a description of strategies and tactics to be used to complete tasks and services efficiently and effectively in the most cost effective and time-saving manner. This could include applicant management techniques, documents, or style and timing of engagement to move voluntary applicants/grant recipients through implementation. Provide a typical timeline for project

implementation for an individual structure not in theory, but in past practice. Tables should include important milestones such as the time between award and construction or projects completed within the first period of performance without extensions.

5.7 Cost Information

(Submit under separate cover; no pricing information should be submitted with Technical Proposal)

The cost component will include the unit cost for each mitigation activity offered in the FMA and BRIC suite of grants that the proposer is offering. Each will include an application development cost and a project management, construction management and grant management cost per unit where applicable. A rate sheet and breakdown of hours and personnel proposed will be provided to support each per unit cost submitted. Any project type that is not included in the Cost Proposal will not be considered offered, i.e. if there is no cost provided for infrastructure application development, infrastructure application development will not be included in the consideration of the submittal or awarded in a contract.

6. EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the Director of Planning and Zoning, which will determine the proposal most responsive or most advantageous to the Parish, taking into consideration the evaluation factors set forth in the RFP.

6.2 Administrative Screening

All proposals will be reviewed by the Evaluation Team to determine compliance with administrative and minimum requirements as specified in the RFP. Firms must meet the mandatory and minimum qualifications and requirements. Proposals found not to be compliant with these requirements will be rejected from further consideration.

6.3 Clarification of Proposals

The Parish reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 Oral Presentations/Discussions

Those proposers susceptible for award may be invited to provide oral presentations. Proposers who are invited to participate in the oral presentation should be prepared to demonstrate their proposed methodology and why the proposed team should be selected as well as answer questions provided in advance and/or at the meeting by the evaluation team. The proposers who qualify for the final round of the selection process would be notified of their selection at least two weeks in advance of the date they are to make their presentations to the evaluation team. The presentations will be made at 8026 Main Street, 7th floor. Each proposer will have 15 minutes to set up equipment and thirty (30) minutes to make its presentation. Fifteen minutes will be allowed to remove equipment after presentation. The Parish may take up to 30 minutes for questions and answers at its discretion.

6.5 Evaluation and Review

Proposals that pass the preliminary screening review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following:

Criteria	Maximum Score
Technical Proposal Evaluation	(Worth 75 Points)
1. Technical Approach/Project Schedule	15
2. Prior related firm experience	15
3. Experience of Proposed Personnel	20
4. Responsiveness to Client Needs	15
5. Timeliness of Performance	10
Cost Proposal Evaluation	(Worth 25 Points)
5. Cost	25
Total Possible Points	100
Oral Presentations (if held)	Up to 20

A very low rating in any one category will be sufficient cause for rejection of the proposal. Any application that does not meet minimum standards will not be reviewed further.

All responses to the solicitation will be evaluated according to the criteria and corresponding point system. The proposal will be evaluated on the basis of written materials and will not assume facts not into the record. Sufficient information must be included in the response to ensure that the correct numbers of points are assigned. Incomplete or incorrect information may result in a lower score. Projects provided without contact information will not be awarded points for experience.

Additional information presented through oral presentations will be considered in the ranking and become part of the public record and resulting contract. Clarifications of approach, experience, etc. may be requested adding to or detracting from the original scoring of the original criteria up to 20 points. Up to an additional 10 points may be awarded for the quality of the responsiveness to questions provided in the invitation for the oral presentation. Not more than 20 points will be awarded to any one respondent.

Cost Calculations:

The cost evaluation will be based upon the total proposed cost for the descriptions submitted by the proposer. The total proposed cost will be determined by multiplying the per unit cost for each mitigation activity by a normalized volume of work adjusting as necessary for any quantity discounts offered in any proposal. The subtotals will be added to obtain a total cost. These costs may assume a volume of work per unit mitigated. The proposer with the lowest total cost shall receive a score of 25 points for the cost category. The remaining proposers will receive a cost score based upon the following formula:

$$CS = (LPC/PC*25)$$

Where: CS = Computed cost score (points) for proposer being
LPC = Lowest proposed total cost of all proposers
PC = Proposer's total cost

6.6 Announcement of Award

The Evaluation Team will compile the scores and make a recommendation to the Parish President on the basis of the responsive and responsible proposer with the highest score.

The Parish will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum; list of criteria used with the weight assigned each criterion; scores of each proposal considered with overall scores of each proposal considered; and a narrative justifying selection will be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

6.7. Appeals

Any Proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 72 hours after the Notice of Intent to Award has been issued, before item is submitted to Council.

Mr. Jason W. Bergeron
P. O. Box 2768
Houma, LA 70361

7 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

Upon the award of the contract, if the Consultant is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301- 302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the Consultant is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

The firm must be registered in the System for Award Management as active without exclusions.

7.2 Billing and Payment

Progress payments will be made at pre-negotiated milestones. Consultant shall submit requests for payments at the following milestones which will be refined and assigned a value:

SAMPLE

- 1) Council Packet Complete
- 2) Milestones 1-4 reflecting the work required to oversee the respective scope of work
- 3) Closeout

All payments will be made within 30 days of the submission of a complete invoice. For audit purposes, Consultant shall track all work related to the project including a daily listing of all personnel who provided services during the month, the structure (if applicable) and the number of hours worked at the contracted hourly rate and the eligible activity performed. Up to 15% of the contract amount will be withheld in an escrow account in anticipation of closeout.

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the Parish's operation which are designated confidential by the Federal Privacy Act of 1974 and made available to

the Consultant in order to carry out this contract, or which become available to the Consultant in carrying out this contract, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements applied to the Parish.

ATTACHMENT I SCOPE OF SERVICES

1. Overview

The Contractor/s shall provide technically qualified personnel to the Parish for the purpose of assisting the Parish in the development and administration of the grant programs stemming from nondisaster grant opportunities and HMGP projects as needed. Potential mitigation activities include but are not limited to elevation, mitigation reconstruction, buyout, critical facility hardening, pump station improvements, coastal restoration and planning. Implementation services will be awarded as needed by task order. The scope of work incorporates by reference the entirety of the RFP, the responsive proposal, and assertions made or submissions provided during the interview if held. The successful Consultant will advise and recommend the course of action on behalf of the Parish in all grant related activities as the primary decision maker and authority responsible for implementing the programs and earning reimbursement of all expenditures.

2. APPLICATION

I. Recruitment and Strategy

- A. Consultant will actively recruit applicants for nonstructural projects through appropriate and persistent outreach not limited to direct mail, phone, and social or other media.
- B. Consultant will recommend infrastructure, coastal, or advanced assistance projects identified through meetings with the Parish and partners.

II. Consultation with Property Owners.

- A. Coordinate, encourage and press applicants for all required data
- B. Provide written updates to participants at least once per quarter while the application is moving through the approval process. A new letter is required each time the application moves a step further in the process regardless of frequency.
- C. Consultant will meet face to face with homeowners to obtain signatures on voluntary participation agreements, offer letters, and any other documentation that requires explanation.
- D. Consultant will meet face to face with any homeowner who requests meetings at his/her home or business to ask questions regarding the property, to ascertain conditions at the property, or due to disability, infirmity, or lack of transportation.
- E. Local office will be established with consistent set hours to meet with applicants/recipients. The Consultant must have the capacity and staffing available to establish a local office in Terrebonne Parish within one month of the first task order and to remain open throughout the term of the Contract unless an alternate schedule is approved in writing by TPCG. The office must be open during normal business hours a minimum of three days per week (24 hours) for application periods and combined implementation task orders over 40 units.

III. Application Preparation and Submission.

- A. Following consultation, submit a complete grant application, including subapplications and any supporting documentation, using the web-based, electronic grant (FEMA GO or other) management system).
- B. **If a fee will be charged for the preparation of the application, then a separate cost must be identified. Revisions to the original application to add or remove properties or to request greater funding should the need or opportunity arise shall be included in any original application preparation fee.**

- C. The Consultant must submit a Benefit Cost Analysis (BCA) for each mitigation project, along with adequate documentation for a complete review and analysis of the project. This is regardless of the applicability of BCA memos as the most competitive BCA will be submitted to maximize the potential for funding.
- D. The consultant shall be responsible for completing all sections of the grant application and providing required supporting documentation and coordinating with Terrebonne Parish as necessary for completion. This includes an onsite visit to inspect the site and take pictures of the structure/s or property meeting state and federal requirements.
- E. All applications will be provided to the Parish in draft form in paper and electronic format at least two weeks prior to submission for Parish review, comment and processing.

IV. Program Implementation.

1. Meet all FEMA and GOHSEP requirements and advise the Parish including entry into LAHM.

2. Tasks and Services

If the application is funded and a task order awarded, the consultant shall complete the work activities contained in the approved grant application, which shall include but not be limited to the following:

2.1 Consultation with Property Owners. Consultant will:

- 2.1.1 Provide on project site consultation by at a minimum the Applicant Manager with owner/s of each property prior to finalizing bids and proposed contracts.
- 2.1.2 Prior to submitting the recommendation to the Parish to proceed to final approval through Council. Consultant will explain to the homeowner at least the estimated costs, cost guidance, the program implementation process, Duplications of Benefits, ICC processing and assignment, insurance implications, program benefits and obligations, and all Terrebonne Parish Consolidated Government policies and procedures.
- 2.1.3 Confirm information previously gathered remains valid and accurate.
- 2.1.4 Ensure execution of the Statement of Voluntary Participation, Model Acknowledgement of conditions, and all other sworn documents or required homeowner submissions.
- 2.1.5 Conduct public and individual meetings to assist homeowners with the program requirements.
- 2.1.6 Recruit, retain, and process applicants and alternates on an ongoing basis before application and throughout implementation.

2.2 Documentation

- 2.2.1 Keep excel or access database tracking the progress of each project.
- 2.2.2 Sign as Parish agent and Record all Model Acknowledgements at the courthouse (billing Parish)
- 2.1.1 Verify all licensing/insurance requirements for contractors and participants.
- 2.1.2 Comply with all grant program mandates and documentation requirements including, but not limited to DOB, ICC, disability, and flood insurance.
- 2.1.3 Advise and recommend the course of action on behalf of the Parish in all grant related activities
- 2.1.4 Compile and deliver project files throughout the program to ensure that they are complete and contain all necessary documentation for any future reimbursement or audit.
- 2.1.5 Document ADA lift selection showing that options were provided for review by Consultant.

2.2 Amendment Preparation and Submission.

- 2.2.1 If necessary to effectively spend the grant funds, Consultant will submit a request for project amendment with all required documentation for GOHSEP and FEMA approval.
- 2.2.2 Update environmental review documents as needed for the amendment process including environmental resources and/or historic properties in the project area and potential impacts to those resources.

2.3 Financial Management

- 2.3.1 Consultant will initiate and oversee all applicant payment authorizations, provide the proper documentation for Requests for Reimbursement/Payment, advances, and reconciliations to ensure consistency with the procedures established for the Program.
- 2.3.2 Assist the Parish in meeting the State's financial reporting requirements.
- 2.3.3 Consultant will provide all documentation to satisfy GOHSEP or FEMA requests for information.
- 2.3.4 Conduct financial tracking of Program funds and homeowner payments.

2.4 Closeout

- 2.4.1 Consultant will document all activities with the end goal of reimbursement in full from GOHSEP and FEMA. Consultant will develop closeout documents and represent parish in appeals.
- 2.4.2 Performance will not be complete until the project is closed out and final payment received by the Parish.

2.5 Program Implementation details

- 2.5.1 If funded and awarded by task order, the consultant shall complete the work activities contained in the approved grant application including but not limited to those above, any in the proposal or oral presentation, and the following separated by project type:

Elevation of Structures

- The Applicant Manager must visit the subject property with the owners on at least one occasion in order to properly advise the owner/applicant.
- Coordinate with the property owner and vendors the completion and review of elevation plans, foundation designs, construction details, elevation certificates and other specifications.
- Assist participating homeowners to develop a bid and construction contracts that meet program requirements for cost reasonableness and program eligibility and includes any special accommodations required by the homeowner that are eligible for FEMA reimbursement.
- Ensure that the contractors obtain the proper permits.
- Construction manager oversees the implementation of the engineered plans, grant compliance and quality control to meet all applicable standards by local, state, federal or grant authorities.
- Review and recommend payments to contractors and "Requests for Payment" for compliance with program requirements. Prepare independent verification and photographic documentation (when appropriate) required verifying that work is eligible and as specified on engineered plans.
- Review, analyze and evaluate requests for change orders.
- Conduct and document final inspection and make adjustments (if required) to recommend appropriate payment when ready for final payment to the contractor.
- Oversee or obtain homeowner approval of each milestone prior to invoicing by any party.

- Incorporate green infrastructure components as required for storm water retention.

Mitigation Reconstruction

In an effort to improve the housing stock in Terrebonne Parish, respond to the needs of the applicants and to improve the Benefit Cost Assessment for the application, substantially damaged properties may be demolished and reconstructed within the guidelines of FEMA and GOHSEP.

- Consultant will provide all of the services outlined under the elevation program above, and
- Follow the program requirements of the applicable current guidance including oversight of:
 - Pre-construction,
 - Site preparation,
 - Foundation construction,
 - Structural shell construction,
 - Interior finishes;
 - Separate work agreement documentation; and
 - Construction completion.
 - All documentation for compliance and closeout
 - Incorporate green infrastructure components as required for storm water retention.

Acquisitions

The Parish does not anticipate acquiring properties due to the open space requirement, but any application must list all potential mitigation methods as options.

- Complete environmental review requirements.
- Meet with each property owner to ensure that the owner understands all policies and restrictions that affect the acquisition of his or her property, and to collect any missing data. During the meeting, ensure that the property owner understands property acquisition in general, duplication of benefits (DOB), and all Terrebonne Parish Consolidated Government policies and procedures.
- Confirm information previously gathered remains valid and accurate.
- Ensure execution of the Statement of Voluntary Participation and Affidavit.
- Ensure property owners correctly complete an Income Status Worksheet (if applicable). Collect and analyze receipts and ensure attachment to the Affidavit.
- Walk through property and photograph each room prior to appraisal to document fixtures and finishes present.
- Ensure property owners understand the Parish's policy regarding second appraisals.
- Ensure that property owners complete the hazardous materials property survey by the required date. Meet with property owners to review completed hazardous materials property surveys and abatement of hazardous materials, as necessary.
- Document all meetings with property owners and confirm ownership.
- With assistance from the Parish and agent of the Parish hired for legal services, ensure the completion of a title search for each property to ensure that (1) the owner selling the property is also the titleholder; and (2) the title is clear at the time of sale and has no mortgages, outstanding liens, incompatible easements, or other encumbrances to the property.

- Subsequent to the determination of fair market value by the appraiser, determine “Duplication of Benefits” (DOB) in consultation with the State. Ensure that all requests for DOB Research to the State contain the required information for proper and timely review and decision; Ensure that all required documents are properly signed and executed prior to closing.
- Formally advise of the purchase price to be offered to the owner in writing at a face-to-face meeting.
- Prepare the written offers to purchase in accordance with State guidelines.
- In the event an offer is made to an owner of a rental property, ensure the tenants are afforded information regarding relocation eligibility in accordance with program requirements.
- Complete proper inspections prior closing; ensure that property owner is afforded an opportunity to be in attendance; ensure that fixtures included in the appraisal have not been removed.
- Compare closing photos to pre-appraisal photos for consistency.
- Ensure hazardous materials per the Hazardous Material Property Survey/ Individual Property Survey Form have been abated.
- Distribute Notices to Vacate to tenants and owners; meet with owners/tenants.
- Assist the Parish to request funds to pay owner(s) and schedule closing.
- Assist the Parish to conduct the closing with the property owner(s); prepare necessary documents for submission to the Parish Council authorizing acquisition.
- Inspect cleared land for authorization for final payment to the demolition contractor and provide pictures to the Parish for the files.
- Assist the Parish in conducting the closeout of the Project, including but not limited to the preparation of all required closeout forms for execution by the Parish.

Infrastructure and Restoration Grants

The parish is interested in applying for grants available under the BRIC or FMA grant programs or other grant programs for drainage, infrastructure, coastal restoration, shoreline stabilization, etc. and will consider all proposals of these independent of or blended with the nonstructural mitigation types. These may include but are not limited to blending of elevation, mitigation reconstruction, buyout, critical facility hardening, pump station/improvements, coastal restoration and planning. Each application would require knowledge of the activity and the Benefit Cost Analysis (BCA) including environmental benefits. Training in the latest version of the BCA module will be included in staff experience ranking. The Parish may seek any and all BRIC infrastructure application types eligible for funding in the support of the seven lifelines.

3.0 Deliverables

3.1 Weekly Reports

Consultant/s personnel will be required to prepare weekly reports on their activities. These reports shall reflect the projects worked on, the tasks addressed for each project, future courses of action for the projects, project status, communications regarding the project or program, and other information the consultant needs to communicate to consultant’s supervisor.

3.2 Quarterly Reports

The Consultant shall submit to the Parish Quarterly Reports in GOHSEP Grants summarizing its activities measured against the goals and objectives of this contract demonstrating the use of strategies and tactics outlined in its proposals to the Parish. Such quarterly reports shall be due to parish not later than one week after the close of each quarter for the term of this agreement. The standard quarterly report form will

include an accounting of expenditures and receipts for the previous quarter identifying overruns, underruns, and the grant funds remaining. A Final Report shall be the report that is due December 31, of the final year of this agreement detailing the activities and funds expended during the contract term.

4 Project Monitoring

4.1 Consultant will follow processes and procedures in accordance with the requirements stated in 44 CFR Part 13.40, providing the Parish with all documentation necessary in a timely manner.

4.2 Attend and assist the Parish during the State's monitoring visit(s). Prepare the Parish's response to any monitoring findings.

5.0 Personnel

5.1 Any changes to subcontractor or consultant assigned Parish Point of Contract and Applicant Point of Contact/Applicant Manager staff must meet the qualifications in the RFP response and be approved in writing by the Parish. Substitutions of all proposed personnel must be approved by the Parish in writing *in advance* of work by those substitutes. No work in advance of approval will be eligible for payment. Unacceptable or unnotified change of either point of contact or applicant manager is grounds for termination for cause at the discretion of the Parish.

5.2 Any substitute staff proposed must meet at least the minimum requirements in the RFP, if not the requirements of the original staff proposed. Significant changes to the project team may result in the termination of the contract.

6.0 Legal Representation

The successful Consultant will advise and recommend the course of action on behalf of the Parish in all grant related activities as the primary decision maker and authority responsible for implementing the programs and earning reimbursement of all expenditures. As such the consultant will defend and indemnify the Parish for any legal disputes arising from the performance of these duties.

ATTACHMENT II - CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/ he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT: The Parish requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone Number with area code: (____) _____

C. DUNS #: _____

D. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the Parish to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that: The information contained in its response to this RFP is accurate;

Proposer complies with each of the requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;

Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;

Proposer's quote is valid for at least 90 days from the date of proposal's signature below;

Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document;

Proposer understands that if selected as a successful Proposer, he/she shall execute an Indemnification Agreement in favor of TPCG (see sample attached)

Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

Authorized Signature: _____

Typed or Printed Name: _____ Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III

INSURANCE REQUIREMENTS

7.7 Professional Liability Insurance

The CONSULTANT shall maintain professional liability coverage during the term of this agreement. The minimal acceptable limits shall be \$1,000,000 Per Loss; \$1,000,000 aggregate. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Work is completed. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from the CONSULTANT's scope of Work as described in the Contract and its amendments; and OWNER shall have the right to request a copy of loss runs associated with the current in force policy to determine if the policy limits have been impaired to an unacceptable level. This requirement shall extend to all professional subcontractors employed by the prime CONSULTANT or surveyor. CONSULTANT shall provide certification of such insurance and a copy of the policy upon request.

7.8 General Liability Insurance

The CONSULTANT shall maintain general liability coverage during the term of this agreement. The minimum acceptable limits shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Each policy of insurance required by this clause shall contain an Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees and volunteers, using form CG 20 10 Form B (edition 07 04) or approved equivalent; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

7.9 Workers Compensation Insurance

The CONSULTANT shall maintain Workers Compensation coverage during the term of this agreement. The limits of the Workers Compensation coverage shall be the Louisiana statutory requirements; shall provide Other States coverage, if applicable; and include Employer's Liability coverage with minimum acceptable limits of \$1,000,000 Each Accident, \$1,000,000 by Disease – Each Employee, and \$1,000,000 by Disease – Policy limit. The CONSULTANT shall provide a Waiver of Subrogation in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract. CONSULTANT shall provide certification of such insurance and a copy of the policy upon request.

7.10 Auto Liability Insurance

The CONSULTANT shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimal acceptable limit of \$1,000,000 Combined Single Limits for bodily injury and property damage. Liability coverage to be provided for Any Auto or All Owned Autos and Hired and Non-owned Autos. If the CONSULTANT owns no vehicles, then a Hired and Non-owned Auto Liability policy is required. An Additional Insured endorsement in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is required; and a Waiver of

Transfer of Rights of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers is also required. CONSULTANT shall provide certification of such insurance and a copy of the policy upon request.

7.11 Deductibles and Self-Insured Retentions

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO, AND APPROVED BY THE OWNER. Prior to entering into this agreement, and at the option of OWNER, either,

The OWNER shall accept and approve the deductible or self-insured retention.

The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OWNER.

The CONSULTANT shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expenses.

7.12 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

a. OWNER is to be added as “additional insureds” as respects liability arising out of activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to OWNER. The business auto policy under “Who is an insured” shall provide liability coverage in favor of OWNER. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.

b. Any failure to comply with the reporting provisions of the policy shall not affect liability provided to OWNER.

c. The CONSULTANT’S insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer’s liability. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.

2. Workers’ Compensation and Employer’s Liability Coverage

The insurer shall agree to **waive all rights of subrogation against OWNER**, for losses arising from work performed by the CONSULTANT’S for OWNER.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled thirty (30) days prior written notice by certified mail, return receipt requested, has been given to OWNER.

7.13 Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. BEST’S RATING OF NO LESS THAN A:VI. This requirement will be waived for workers’ compensation coverage only for those CONSULTANT’S whose workers’ compensation coverage is placed with companies who

participate in the State of Louisiana Worker's Assigned Risk Pool or Louisiana Worker's Compensation Corporation.

7.14 Verification of Coverage

CONSULTANT shall furnish OWNER with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY THE OWNER BEFORE WORK COMMENCES.** OWNER reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.15 Subcontractors

CONSULTANT shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Proposer certifies, by signing and submitting this form within the proposal that the above insurance requirements are reasonable, acceptable, and all costs associated with said insurance is included in the pricing provided with the response/submission.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

**ATTACHMENT IV
INDEMNIFICATION AGREEMENT**

The _____ agrees to defend, indemnify,
Contractor/Subcontractor/Lessee/Supplier

save and hold harmless the Parish of Terrebonne, all Parish Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of

_____ its agents, servants and employees, and any
Contractor/Subcontractor/Lessee/Supplier

and all cost, expense and/or attorney fees incurred by TPCG, all Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees as a result of any such claim, demands, and/or causes of action arising out of the negligence of TPCG, all Department, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

Contractor, Subcontractor, Lessee, Supplier

agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand, or suit at its sole expense related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by _____

Company _____

Signature _____

Title _____

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for _____

Parish Department

Purpose of Contract: _____