

**PUBLIC NOTICE**

**TERREBONNE PARISH CONSOLIDATED GOVERNMENT  
DEPARTMENT OF PLANNING AND ZONING**

**Request for Proposals**

***FEMA Mitigation Application Development and/or  
Grant and Project Administration/Management as Needed***

The Terrebonne Parish Consolidated Government, Department of Planning and Zoning needs applications developed for nondisaster grant opportunities provided through the Hazard Mitigation Assistance program and project management for existing HMGP project properties as needed. This Request for Proposals (RFP) is issued by the Terrebonne Parish Consolidated Government (TPCG) (hereinafter referred to as the Parish) for the purpose of entering into a contract with a grant/project management firm or firms which will provide qualified personnel familiar with the FEMA Hazard Mitigation Grant Program (HMGP) and Hazard Mitigation Assistance programs, the upcoming BRIC program, construction management, and ASCE -24 standards.

The services provided by consultant personnel will assist the Parish in expediting recovery operations by developing and implementing successful HMA applications for the mitigation of repetitive loss structures primarily through elevation or reconstruction. Applications may also include nonstructural restoration projects or shoreline protection projects, drainage or infrastructure projects and new lifeline projects through the BRIC program. 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 from and indemnify the Parish for any legal disputes arising from the performance of these duties.

The procedures for the selection of this firm will be in accordance with the procurement requirements of the Federal Emergency Management Agency (FEMA) and the Terrebonne Parish Consolidated Government. All responses received will be evaluated in accordance with the selection criteria and corresponding point system, which is identified in the request for proposals package. That package also identifies the scope of services to be performed by the selected firm. The Parish will award the contract/s to the firm/s obtaining the highest score/s in the evaluation process.

Interested parties are invited to secure a proposal package from Ms. Jennifer Gerbasi, Planning and Zoning, RAMP Division, 8026 Main Street, Suite 201, Houma, Louisiana 70360, (985) 873-6565 or visit [www.centralbidding.com](http://www.centralbidding.com). The response to this request must be hand-delivered or mailed to the above named office at the above named address in such a manner that it is received no later than **2:00 p.m., on Thursday, July 30, 2020.**

The Terrebonne Parish Consolidated Government is an Equal Opportunity Employer. Minority, Women Owned and Veterans-owned businesses encouraged to apply.

# TERREBONNE PARISH



REQUEST FOR PROPOSALS

FOR

APPLICATION DEVELOPMENT, PROJECT and  
GRANT MANAGEMENT CONSULTANT

Proposal Due Date: July 30, 2020

Proposal Due Time: 2:00 P.M.

Released July 10, 2020

*Table of Contents*

1.0 GENERAL INFORMATION.....4

    1.1. Purpose .....4

    1.2. Background.....4

    1.3. Scope of Services.....4

2.0 ADMINISTRATIVE INFORMATION .....4

    2.1. Term of Contract.....4

    2.2. Proposer Inquiries .....4

    2.3. Definitions .....5

    2.4. Schedule of Events .....5

3.0 PROPOSAL INFORMATION .....5

    3.1. Minimum Qualifications of Proposer .....5

    3.2. Right to Prohibit Award.....6

    3.3. RFP Addenda.....6

    3.4. Waiver of Administrative Informalities.....6

    3.5. Proposal Rejection/RFP Cancellation.....6

    3.6. Withdrawal of Proposal .....6

    3.7. Subcontracting Information .....6

    3.8. Ownership of Proposal .....7

    3.9. Proprietary Information .....7

    3.10. Cost of Preparing Proposals.....7

    3.11. Errors and Omissions in Proposal.....7

    3.12. Contract Award and Execution.....7

    3.13. Code of Ethics.....7

    3.14. Board Resolution .....7

4.0 RESPONSE INSTRUCTIONS.....8

    4.1. Proposal Submission.....8

    4.2. Proposal Format.....8

    4.3. Table of Contents.....8

    4.4. Cover Letter .....8

    4.5. Technical and Cost Proposal .....8

    4.6. Certification Statement .....9

5.0 PROPOSAL CONTENT .....	9
5.1. Executive Summary .....	9
5.2. Corporate Background and Experience .....	9
5.3. Proposed Project Staff .....	9
5.4. Approach and Methodology .....	10
5.5. Timelines .....	10
5.6. Cost Information .....	11
6.0 EVALUATION AND SELECTION .....	11
6.1. Evaluation Team .....	11
6.2. Administrative and Mandatory Screening .....	11
6.3. Clarification of Proposals .....	11
6.4. Oral Presentations/Discussions .....	11
6.5. Evaluation and Review .....	11
6.6. Oral Presentations Evaluation .....	12
6.7. Announcement of Contractor .....	12
7.0 Successful Contractor Requirements .....	13
7.1. Corporation Requirements .....	13
7.2. Billing and Payment .....	13
7.3. Confidentiality .....	13
ATTACHMENT I – SCOPE OF SERVICES .....	14
ATTACHMENT II – CERTIFICATION STATEMENT .....	19

## GENERAL INFORMATION

### 1.1. Purpose

This Request for Proposals (RFP) is issued by the Terrebonne Parish Consolidated Government (TPCG) (hereinafter referred to as the Parish) for the purpose of entering into a contract with a grant/project management firm which will provide qualified personnel familiar with the FEMA Hazard Mitigation Grant Program (HMGP) and Hazard Mitigation Assistance programs, including training on the upcoming of the BRIC program, construction management, and ASCE -24 standards. The services provided by Contractor personnel will assist the Parish in expediting recovery operations by developing and implementing successful HMA applications for the fall of 2020 for the mitigation of repetitive loss structures or other risks in the Parish. Applications may include projects that include a nonstructural restoration or shoreline protection project or the like as a technique combined with the other mitigation efforts or stand alone. 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.

### 1.2. Background

Terrebonne Parish must be prepared to recover from any future disasters by reducing the risk through mitigation. The Parish has successfully competed for nondisaster grants in previous years and desires to continue to reduce flood risks through the Flood Mitigation Assistance (FMA) grant opportunities or multihazard risks through the now legacy Predisaster Mitigation (PDM) program. The elevation and reconstruction applications generally have included 10 and 20 applicants who complete the process and the application development firm has been awarded the management of those successful applications. Generally, the Parish manages the infrastructure projects inhouse, but would appreciate pricing for development of applications and management as a contingency due to staff changes in the parish.

### 1.3. Scope of Services

Attachment I details the scope of services and deliverables or desired results that the Parish requires of the Contractor. In general, the parish is seeking application development and project and grant management as needed upon award as the HMA grant applications are funded, and project management services for existing hazard mitigation grants as needed (approximately 10 residential structure elevations anticipated).

## 2.0 ADMINISTRATIVE INFORMATION

### 2.1. Term of Contract

The period of any contract resulting from this RFP is *tentatively* scheduled for a three-year term to begin upon receipt of the first task order notice to proceed expected in 2021 and to continue through the grant period of performance plus one year for closeout, with an option to renew for two (2) additional 12 month periods if funding is increased and/or 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 information satisfied regardless of timeframe.

## 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  
8026 Main Street, Suite 201  
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](mailto: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](http://www.centralbidding.com).

The RAMP Division Manager have the 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. **Contractor** - 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

<b><u>Event</u></b>	<b><u>Date</u></b>
Advertise RFP and mail public announcements	July 10, 2020
Deadline for receiving written inquiries	July 19, 2020
Issue responses to written inquiries	July 23, 2020
Proposal submission deadline	July 30, 2020
Oral discussion with proposers if Necessary	TBD
Notice of Intent to Award to be mailed	TBD
Contract Execution	September 1, 2020

**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 these services including financial tracking and capacity for closeout documentation. Assigned consultant project management staff must have at least three (3) years experience with FEMA flood mitigation grants. The applicant manager proposed staff must have two (2) years experience in performing Project Management Services for previous Hazard Mitigation Grant (HMGP) or Hazard Mitigation Assistance programs including working directly with grant recipients and vendors on a daily basis related to elevations, acquisitions, and mitigation reconstructions.

#### **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 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](http://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.

#### **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 contractor or multiple contractors. In either case, the awarded contractor/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. Proposer should provide detailed information about the experience and qualifications of key personnel the contractor expects to use from the subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the Parish, the contractor 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 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 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 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.

### **3.13. Code of Ethics**

Proposers are responsible for determining that there will be no conflict 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 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 2:00 PM Central Standard Time on the deadline date specified in the Schedule of Events. Fax or e-mail submissions shall not be acceptable. 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:

*Jennifer C. Gerbasi, Recovery Planner  
Terrebonne Parish Consolidated Government  
Department of Planning and Zoning  
Recovery Assistance and Mitigation Planning  
8026 Main Street, Suite 201  
Houma, Louisiana 70360*

For courier deliver, 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 Cost Proposal. No pricing information should be included in the Technical Proposal.

##### **4.3. Table of Contents**

This 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.

### **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. Corporate Background and Experience**

The proposer should give a brief description of its company including a brief history, corporate structure and organization, number of years in business, volume of business including projects similar to that proposed and reserve capacity to provide project management services to the Parish. The Proposer should provide a description of its corporate resources that would be available to support this project, such as meeting facilities, modeling experience, data management capacity, and redundant communication processes to ensure accessibility to applicant recipients or Parish employees. If subcontractors will be employed, the proposer should provide the same information regarding the subcontractor (s) as is requested for the proposer. See below for specifics.

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** will be provided including the year of award, amount of award, units mitigated if applicable, which projects are through closeout, and point of contact with phone numbers.

References should be from previous clients including names, telephone numbers, the type of project performed for that reference, the value, and the number of units, the length of the period of performance, and whether the project was completed on time.

Past experience of firm with Parish personnel and departments will also be considered as a reference and points deducted if warranted in the opinion of the review committee.

#### **5.3. Proposed Project Staff**

Optimally, the corporate experience in section 5.2 will have been performed in large part by the proposed staff. The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project and their role in the those projects or projects in their previous firm/s. This section will indicate which proposed staff members provided the services, and in what manner, outlined in Corporate Experience.

The Proposer should have currently on staff the positions proposed or should have arrangements with subcontractors to provide these positions. If a subcontractor will be used, proposer should clearly identify any subcontractor arrangements and should provide information about the qualifications and experience of any key personnel the Proposer expects to use from the subcontractor.

This section should include unique qualifications education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable licenses and certifications.

A flow chart will be provided clearly indicative of the roles and responsibilities of each proposed actor. 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. Points will increase for Applicant Managers who are CFMs and Construction Managers who are engineers or certified building inspectors.

The person or persons directly responsible for contact with the parish residents for intake of documentation and management of the application and/or grant implementation 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 a professional location in Terrebonne Parish acceptable to the applicant/recipient. It is preferred that the Applicant Manager be open to meeting inside the structure to be lifted. The Applicant Manager will have at least 2 years of experience in this supportive role. 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.

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 have a minimum of three (3) years of experience in a senior project management position.

The experience time period for the Project Manager and Applicant Manager will be evaluated as follows: Proposed individual performed intake and homeowner project management for an HMGP elevation grant from 5/2012-5/2016, which is four years of experience

#### **5.4 Approach and Methodology**

**The Proposer should provide:**

Information to indicate that Proposer understands the nature of the project and how their proposal will best meet the needs of the Parish.

Proposers will provide a Project Work Plan that reflects the approach and methodology for each activity proposed (i.e. elevation, restoration) including staffing, tasks and services to be performed, deliverables, and timetables for staff and grant recipients to ensure timely implementation of the scope of work.

The detailed scope of work below should be reviewed prior to developing this methodology and should also include:

- A strategy to coordinate effectively with GOHSEP, FEMA and the Parish;
- Evidence that the approach reflects sufficient knowledge and experience with the documentation required for the subject matter and Terrebonne Parish’s needs specifically;
- Appropriate tasks identified, with appropriate durations assigned to each task, as well as appropriate staff to accomplish each task;
- Typical documentation samples for each project type typical for implementation

#### **5.5 Timeliness**

**Timeliness of Performance**

Please 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.

### **5.6 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 PDM 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.

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 evaluated  
LPC = Lowest proposed total cost of all proposers  
PC = Proposer's total cost

## **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 price and 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**

Proposers may be invited to give an oral presentation that demonstrates their proposed solution to this RFP. 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.

### **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:

<b>Criteria</b>	<b>Maximum Score</b>
<b>Technical Proposal Evaluation</b>	<b>(Worth 75 Points)</b>
1. Corporate Background and Experience	15
2. Knowledge of Coastal Conditions/Parish Needs	10
3. Approach and Methodology	20
4. Resumes, Proposed Staff Qualifications	20
5. Timeliness of Performance	10
<b>Cost Proposal Evaluation</b>	<b>(Worth 25 Points)</b>
5. Cost	25
<b>Total Possible Points</b>	<b>100</b>
<b>Oral Presentations (if held)</b>	<b>20</b>

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 in 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 may be elicited in oral presentations which will be considered in the ranking and become part of the public record and resulting contract.

A very low rating in any of the categories will be sufficient cause for rejection of the proposal. Any application that does not meet minimum standards will not be reviewed further. In responding to the following, respondent shall state whether the qualifications are a result of in-house expertise or not.

#### **6.6 Oral Presentations Evaluation**

Those proposers susceptible for award may be invited to provide oral presentations. 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, 4<sup>th</sup> 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.

#### **6.7 Announcement of Contractor**

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 along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each

proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

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 14 days after the award has been announced.

## **7 SUCCESSFUL CONTRACTOR REQUIREMENTS**

### **7.1 Corporation Requirements**

Upon the award of the contract, if the contractor 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 contractor 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.

### **7.2 Billing and Payment**

Progress payments will be made at prenegotiated milestones. Contractor shall submit requests for payments at the following milestones which will be refined and assigned a value:

SAMPLE

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

All payments will be made within 30 days of the submission of a complete invoice. For audit purposes, Contractor 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 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 contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor 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 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. 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 whenever possible meet face to face with homeowners to obtain signatures on voluntary participation agreements, offer letters, and any other documentation that requires explanation. This may be achieved in a group setting.
- D. Consultant will meet face to face with any homeowner who requests meetings at his/her home to ask questions regarding the property or due to disability, infirmity or lack of transportation.

### II. Application Preparation and Submission.

- A. Following consultation, submit a complete grant application, including subapplications and any supporting documentation, using the web-based, electronic grant (eGrants) 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.

### III. Program Implementation.

- A. If funded, the consultant shall complete the work activities contained in the approved grant application, which shall include but not be limited to the following.

#### 1. Meeting all FEMA and GOHSEP requirements and advising the Parish.

#### 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.**

- 2.1.1 **On project site** consultation by at least Applicant Manager with owners of properties 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.
- 2.1.2 Confirm information previously gathered remains valid and accurate.
- 2.1.3 Ensure execution of the Statement of Voluntary Participation, Model Acknowledgement of conditions, and all other sworn documents or required homeowner submissions.
- 2.1.4 Conduct public and individual meetings to assist homeowners with the program requirements.
- 2.1.5 Recruitment, retention and processing of 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 and 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, providing 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 ultimately 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. 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 Hazard Mitigation Assistance Guidance and Hazard Mitigation Assistance Guidance Addendum, Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program, and Flood Mitigation Assistance Program February 27, 2015, 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 in requesting funds to pay owner(s) and schedule closing.
- Assist the PARISH in conducting 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 PDM grant program for 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.

### **3.0 Deliverables**

#### **3.1 Weekly Reports**

Contractor 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 contractor needs to communicate contractor's supervisor.

#### **3.2 Quarterly Reports**

The Contractor shall submit to THE PARISH Quarterly Reports in LAHM summarizing its activities measures 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 THE PARISH not later than September 27<sup>th</sup>, December 29<sup>th</sup>, March 29<sup>th</sup> and June 28<sup>th</sup>, of each calendar year during the term or extended 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 contractor assigned Parish Point of Contract and Applicant Point of Contact 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. Change of either point of contact is grounds for termination for cause at the discretion of the Parish.

### **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 from and indemnify the Parish for any legal disputes arising from the performance of these duties.

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## ATTACHMENT II - CERTIFICATION STATEMENT

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*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. Facsimile Number with area code: \_\_\_\_\_ ( ) \_\_\_\_\_

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 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: \_\_\_\_\_

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**SIGNATURE of Proposer's Authorized Representative**

---

**DATE**

STATE OF LOUISIANA

TPCG OF TERREBONNE

PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
TERREBONNE TPCG CONSOLIDATED GOVERNMENT  
AND  
[CONSTULTANT]

This Agreement is hereby made and executed by and between:

**I. THE PARTIES**

1.1 TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, whose mailing address is PO Box 2768, Houma LA 70361, acting by and through Gordon E. Dove, Parish President, by virtue of Terrebonne Parish Council Resolution No. 20-xxxx, hereinafter designated as "**TPCG**"; and

1.2 [consultant], a \_\_\_\_\_ company authorized to do and doing business in the state of Louisiana, whose mailing address for the purposes herein is [address], represented herein by [authorized representative], its duly authorized [title], by virtue of the attached authorizing document, a copy of which is annexed hereto and incorporated herein, and who is hereinafter designated as "**Consultant**";

who, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of payments hereinafter agreed to be made, it is mutually agreed as follows:

**II. PURPOSE**

The purpose of this contract is for TPCG to retain by contract [consultant] as a consultant for grant and project management to provide qualified personnel familiar with the FEMA HMGP, Hazard Mitigation Assistance (HMA) programs, construction management, the BRIC program, and ASCE-24 standards. Consultant shall expediting recovery operations by developing and implementing successful HMA applications for the mitigation of repetitive loss structures in Terrebonne Parish.

**III. ADMINISTRATION OF CONTRACT**

Consultant shall advise and recommend the course of action on behalf of the TPCG in all grant related activities. Consultant shall be the primary decision maker and authority responsible for implementing the programs, recommending projects to the Terrebonne Parish Council for approval, and earning reimbursement of all expenditures on behalf of TPCG.

**IV. EFFECTIVE DATE AND TERM**

4.1 EFFECTIVE DATE. This Agreement shall be effective as of the date of execution of the last party signing this Agreement.

4.2 PERFORMANCE PERIOD. Consultant shall complete any and all work required under the Scope of Services within the performance period(s) provided for in the task orders associated with this Agreement, not to exceed three (3) years from the date of the notice to proceed issued for the first task order this Agreement; provided, however, should close out services, documentation, or support be needed beyond this three (3) year term, this Agreement shall extend until all such obligations are performed.

4.2.1 Consultant may request an extension of the performance period(s) for documented

delays beyond Consultant's control, and TPCG may authorize such extension. Extensions shall be effective upon written change order duly executed by both parties.

4.2.2 TPCG may, at its sole option, renew the Performance Period for two (2) additional 12-month periods if funding is increased or if the Performance Period is successfully extended. TPCG shall notify Consultant in writing if TPCG opts to renew.

4.3 CLOSE OUT PERIOD. Consultant shall complete any and all work necessary for close out of all Projects not closed during the Performance Period within one (1) year from the expiration of the Performance Period.

SURVIVAL OF OBLIGATIONS. Notwithstanding any provision in this Article to the contrary, Consultant's indemnification obligations shall survive termination or expiration of this Agreement, as well as Consultant's insurance requirements to the extent necessary to cover indemnification.

## V. DEFINITIONS

5.1 **Applicant** shall mean a person or persons domiciled in the parish of Terrebonne, Louisiana who is eligible, according to the FEMA HMA standards to receive services or funds under one of the Programs funded and subject to administration by Consultant under this Agreement.

5.2 **Applicant Manager** shall mean the person or persons employed by Consultant who are directly responsible for contact with the Applicants and Participants for intake of information, for management of applications, submittals, and files, and for management of grant implementation. This person or persons shall meet with Applicants and Participants onsite or at a professional location within the parish of Terrebonne acceptable to Applicant and Participant.

5.3 **Council** means the Terrebonne Parish Council, the governing body of the TPCG.

5.4 **Owner, homeowner, or property owner** shall mean an Applicant or Participant who owns the home or property that is the subject of the Project.

5.5 **Participant** shall mean an Applicant who has been approved by FEMA as a Project grant recipient and who has fully executed all necessary Project Agreements necessary to begin Project implementation.

5.6 **Project Manager** shall mean the person or persons employed by Consultant who are directly responsible for contact with the TPCG to provide technical assistance to the senior leadership of the TPCG and to discuss and monitor the work performed by Consultant staff under this Agreement.

5.7 **Project** means the implementation of a successful HMA application for the mitigation of repetitive loss structures, infrastructure, planning or coastal projects wherein the work is covered under one of the Programs that Consultant administers under this Agreement. Each Project may require approval by the Council and shall be commenced by an individual task order.

5.8 **Program** means a program described under Section 6.4 of this Agreement proposed by Consultant for grant and project management designed to implement successful HMA applications for the mitigation of repetitive loss structures or other risk reduction which meets FEMA and GOHSEP requirements and is approved and funded for implementation.

5.9 **Project Agreements** are those contracts, agreements, acknowledgements, affidavits, and declarations, including any exhibits, authorizing documents, insurance certificates, and other necessary attachments thereto, including, but not limited to Statements of Voluntary Participation and Model Acknowledgement of Conditions, executed by and/or between Participants, Applicants and/or any contractors hired by a Participant for the performance of work under on their Project.

## VI. SCOPE OF SERVICES

6.1 GENERAL. Consultant shall provide technically qualified personnel to the TPCG for the purpose of assisting the Parish in the development and administration of the grant programs stemming from nondisaster grant opportunities announced in 2017. Potential mitigation activities include but are not limited to elevation, mitigation reconstruction, buyout, critical facility hardening, pump station improvements, coastal restoration and planning. Implementation of services will be awarded as needed by task order. Consultant shall provide Project management and technical assistance to TPCG in accordance with any task order for the application, development and, if awarded, implementation of grants. The scope of work incorporates by reference the entirety of TPCG's RFP and Consultant's proposal for this Agreement. Consultant shall advise and recommend the course of action on behalf of the TPCG in all grant related activities. Close out of the Projects, as required by FEMA and GOSHEP, shall be included in the Scope of Services and compensation of this Agreement.

6.2 CONSULTANT'S PROPOSAL. Consultant's scope of work shall include the Approach and Methodology portion of its proposal for this Agreement, pages 30 through 41, a copy of which is attached hereto as **Exhibit A**, and incorporated into this Agreement.

6.3 PROGRAM IMPLEMENTATION. For each Program funded, Consultant shall complete the work activities contained in the approved grant including, but not limited to:

6.3.1 Meeting all FEMA and GOHSEP requirements;

6.3.2 advising the TPCG on funded Programs;

6.3.3 Tasks and Services; and

6.3.4 Providing at least those services itemized in this Article V, Scope of Services.

6.4 AUTHORIZED PROGRAMS. Consultant shall limit its work to the Programs defined in this Section and which are funded for implementation. For each Project task order awarded, Consultant shall complete the work activities contained in the approved grant application, which shall include but not be limited to the following:

6.4.1 Elevation of Structures.

6.4.1.1 The Applicant Manager must visit the subject property with the Participant on at least one occasion in order to properly advise the Participant.

6.4.1.2 Coordinate with the Participant and Contractor(s) the completion and review of elevation plans, foundation designs, construction details, elevation certificates and other specifications.

6.4.1.3 Assist Participants 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 Participant that are eligible for FEMA reimbursement.

6.4.1.4 Ensure that the Contractors obtain the proper permits.

6.4.1.5 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.

6.4.1.6 Review and recommend payments to Contractors and "Requests for Payment" for compliance with Program requirements. Independent verification and photographic documentation (when appropriate) required verifying that work is eligible and as specified on engineered plans.

6.4.1.7 Review, analyze and evaluate requests for change orders.

6.4.1.8 Conduct and document final inspection and make adjustments (if required) to recommend appropriate payment when ready for final payment to the Contractor.

6.4.1.9 Oversee or obtain Participant approval of each milestone prior to invoicing by any party.

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

6.4.1.11 Ensure all Project Agreements are fully executed with original signatures by all proper parties and maintain them in a complete and legible manner, including all exhibits, authorizing documents, insurance certificates, and necessary attachments thereto. Make all Project Agreements available to TPCG upon request. Consultant shall maintain at least one complete original of each Project Agreement and shall provide at least one copy to each person signing the Project Agreement. Multiple originals may be executed at the request of the Contractor or Participant.

6.4.1.12 Assist the TPCG in conducting the closeout of the Project, including but not limited to the preparation of all required closeout forms for execution by the TPCG.

6.4.2 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.

6.4.2.1 Consultant will provide all of the services outlined under the Elevation Program above; and

6.4.2.2 Follow the program requirements of the Hazard Mitigation Assistance Guidance and Hazard Mitigation Assistance Guidance Addendum, Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program, and Flood Mitigation Assistance Program February 27, 2015, including oversight of:

6.4.2.2.1 Pre-construction;

6.4.2.2.2 Site preparation;

6.4.2.2.3 Foundation construction;

6.4.2.2.4 Structural shell construction;

6.4.2.2.5 Interior finishes;

6.4.2.2.6 Separate work agreement documentation;

6.4.2.2.7 Construction completion;

6.4.2.2.8 All documentation for compliance and closeout;

6.4.3 Acquisitions. The TPCG does not anticipate acquiring properties due to the open space requirement, but any application must list all potential mitigation methods as options. In the event acquisitions are funded, Consultant shall:

6.4.3.1 Complete environmental review requirements.

6.4.3.2 Meet with each Participant to ensure that the Participant understands all policies and restrictions that affect the acquisition of Participant's property and to collect any missing data. During the meeting, ensure that the Participant understands property acquisition in general, duplication of benefits (DOB) and all Terrebonne Parish Consolidated Government policies and procedures.



- 6.4.3.3 Confirm information previously gathered remains valid and accurate.
- 6.4.3.4 Ensure execution of the Statement of Voluntary Participation and Affidavit.
- 6.4.3.5 Ensure each Participant correctly completes an Income Status Worksheet (if applicable). Collect and analyze receipts and ensure attachment to the Affidavit.
- 6.4.3.6 Walk through property and photograph each room prior to appraisal to document fixtures and finishes present.
- 6.4.3.7 Ensure each Participant understands the TPCG's policy regarding second appraisals.
- 6.4.3.8 Ensure each Participant completes the hazardous materials property survey by the required date. Meet with Participant to review completed hazardous materials property surveys and abatement of hazardous materials, as necessary.
- 6.4.3.9 Document all meetings with each Participant and confirm ownership of property.
- 6.4.3.10 With assistance from the TPCG and its legal representative, ensure the completion of a title search for each property to ensure that (1) the Participant 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.
- 6.4.3.11 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; and ensure that all required documents are properly signed and executed prior to closing.
- 6.4.3.12 Formally advise of the purchase price to be offered to the Participant in writing at a face-to-face meeting.
- 6.4.3.13 Prepare the written offers to purchase in accordance with State guidelines.
- 6.4.3.14 In the event an offer is made to a Participant who is an owner of a rental property, ensure the tenants are afforded information regarding relocation eligibility in accordance with program requirements.
- 6.4.3.15 Complete proper inspections prior closing; ensure that Participant is afforded an opportunity to be in attendance; ensure that fixtures included in the appraisal have not been removed.
- 6.4.3.16 Compare closing photos to pre-appraisal photos for consistency.
- 6.4.3.17 Ensure hazardous materials per the Hazardous Material Property Survey/ Individual Property Survey Form have been abated.
- 6.4.3.18 Distribute Notices to Vacate to tenants and Participants; meet with Participants and tenants.
- 6.4.3.19 Assist the TPCG in requesting funds to pay Participant(s) and schedule closing.
- 6.4.3.20 Assist the TPCG in conducting the closing with the Participant(s); prepare necessary documents for submission to the Council authorizing acquisition.
- 6.4.3.21 Inspect cleared land for authorization for final payment to the demolition Contractor and provide pictures to the TPCG for their files.

6.4.3.22 Assist the TPCG in conducting the closeout of the Project, including but not limited to the preparation of all required closeout forms for execution by the TPCG.

6.4.4 Infrastructure and Restoration Grants. Infrastructure and Restoration grants may be available under the PDM grant program for coastal restoration, shoreline stabilization, etc. and Consultant shall consider all Applications 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 shall require knowledge of the activity and the Benefit Cost Analysis (BCA) including environmental benefits. Consultant shall ensure its staff is trained in the latest version of the BCA module.

## 6.5 PROJECT IMPLEMENTATION.

6.5.1 Applicant Consultations. Consultant shall consult with Applicants eligible for participation in the programs implemented under this Agreement by providing services including, but not limited to, the following:

6.5.1.1 Coordinate, encourage and press Applicants for all required data;

6.5.1.2 Conduct research in the public record necessary to determine whether each Applicant is eligible to participate in the program for which application is made;

6.5.1.3 Provide written updates to Applicants at least once per quarter while the application is moving through the approval process and each time the application moves a step further in the process regardless of frequency;

6.5.1.4 Whenever possible, meet with Applicants, whether alone or in a group setting, to obtain signatures on VPAs, offer letters, and any other documentation requiring explanation; and

6.5.1.5 Meet with any Applicant who requests meetings at his/her home to ask questions regarding the property or due to disability, infirmity or lack of transportation.

6.5.2 Application Submittals. Consultant shall prepare and submit applications by providing services including, but not limited to, the following:

6.5.2.1 Following consultation with each Applicant, submit a complete grant application, including subapplications and any supporting documentation, using the web-based, electronic grant (eGrants) management system.

6.5.2.2 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.

6.5.2.3 Submit a Benefit Cost Analysis (BCA) for each 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.

6.5.3 Project Consultations.

6.5.3.1 Consultant shall provide on-site consultations by at least the Applicant Manager with a Participant prior to submitting a recommendation to the TPCG to proceed to final approval through the Terrebonne Parish Council. Consultant shall explain to the Participant 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.

6.5.3.2 Consultant shall confirm that Participant information previously gathered in

application process remains valid and accurate.

6.5.3.3 Consultant shall ensure execution by Participant of the Statement of Voluntary Participation, Model Acknowledgement of Conditions, and all other sworn documents or required Project Agreements.

6.5.3.4 Conduct public and individual meetings to assist Participant with the program requirements.

6.5.4 Task Orders.

6.5.4.1 For each application fully approved and funded, TPCG shall issue a Task Order to Consultant to commence work on the Project. Within 10 days of the date of each Task Order, Consultant shall sign and return a copy of the signed Task Order to TPCG.

6.5.4.2 Each Task Order shall be considered an addendum to this Agreement and incorporated herein as if copied verbatim. Thus the terms and conditions of this Agreement shall be incorporated into each Task Order.

6.5.4.3 TPCG may, at any time, by written notice to Consultant, make changes to any Task Order or terminate any Task Order. Consultant shall then promptly proceed with performance of the modified Task Order or shall cease performance should there be a termination. Task Orders may include any amendments and substitutions made by TPCG to the list of Projects approved by FEMA under the grants.

6.5.5 Project Documentation. Consultant shall, at a minimum:

6.5.5.1 Keep Excel or Access database tracking the progress of each Project;

6.5.5.2 Prove Recording of Model Acknowledgement of Conditions at courthouse;

6.5.5.3 Verify all licensing/insurance requirements for Contractors and Participants;

6.5.5.4 Comply with all grant program mandates and documentation requirements including, but not limited to, DOB, ICC, disability, and flood insurance requirements;

6.5.5.5 Advise and recommend the course of action on behalf of the TPCG in all grant related activities;

6.5.5.6 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;

6.5.5.7 Compile and retain complete and legible files for each Applicant, including information on recruitment, retainage and processing of applicants and alternates on an ongoing basis before application and throughout implementation; and

6.5.5.8 Document ADA lift selection showing that options were provided for review by Consultant.

6.5.6 Amendment Preparation and Submission.

6.5.6.1 If necessary to effectively spend the grant funds, Consultant shall submit a request for Project amendment with all required documentation for GOHSEP and FEMA approval.

6.5.6.2 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.

6.5.7 Financial Management. At a minimum, Consultant shall:

6.5.7.1 initiate and oversee all Applicant payment authorizations, providing the proper

documentation for Requests for Reimbursement/Payment, advances, and reconciliations, to ensure consistency with the procedures established for the Program;

6.5.7.2 Assist the TPCG in meeting the State's financial reporting requirements;

6.5.7.3 provide all documentation to satisfy GOHSEP or FEMA requests for information; and

6.5.7.4 Conduct financial tracking of Program funds and Participant payments.

#### 6.5.8 Closeout.

6.5.8.1 Consultant shall document all activities with the end goal of reimbursement in full from GOHSEP and ultimately FEMA. Consultant shall develop closeout documents and represent TPCG in appeals.

6.5.8.2 Consultant's performance for each Project shall not be complete until the Project is closed out and final payment received by the TPCG.

#### 6.6 DELIVERABLES.

6.6.1 Weekly Reports. Consultant shall prepare and submit to TPCG weekly reports on 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 contractor's supervisor.

6.6.2 Quarterly Reports. Consultant shall prepare and submit to TPCG quarterly reports in LAHM summarizing its activities measures against the goals and objectives of this Agreement demonstrating the use of strategies and tactics. Such quarterly reports shall be due to TPCG not later than September 27<sup>th</sup>, December 29<sup>th</sup>, March 29<sup>th</sup> and June 28<sup>th</sup>, of each calendar year during the Performance Period and Close Out Period 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. The final quarterly report shall be due following close out of all Projects completed under this Agreement.

6.6.3 Final Report. Consultant shall prepare and submit to TPCG a final report on or before December 31, of the final year following the Close Out Period of this Agreement detailing the activities and funds expended during the performance term and the reimbursements received.

6.6.4 Project Monitoring. Consultant shall follow processes and procedures in accordance with the requirements stated in 44 CFR Part 13.40, providing TPCG with all documentation necessary in a timely manner.

6.6.5 State Monitoring. Consultant shall attend and assist the TPCG during the State's monitoring visit(s) and prepare TPCG's response to any monitoring findings.

6.6.6 Personnel. Consultant's employees or contractors shall conduct themselves at all times in a proper and respectful manner. Consultant shall ensure that any changes to its Project Manager or Applicant Manager and their staff must meet the qualifications in TPCG's RFP package and Consultant's RFP response for this Agreement and shall be approved in writing by the TPCG in advance of any work performed. Any work performed by new personnel in those positions without advanced written approval shall not be eligible for payment.

6.6.7 Timeliness. Consultant acknowledges that time is of the essence in this Agreement and that Consultant owes to TPCG a duty to advance the work performed under this Agreement in a manner which ensures that each Task Order and the grant is closed out in a timely fashion. Consultant shall perform work efficiently and effectively in the most cost effective and time-saving manner. Consultant shall adhere to, when applicable, pages 43 through 44 of Consultant's proposal for this Agreement, demonstrating projected timelines for grant implementation, which is attached hereto as **Exhibit B** and incorporated into this Agreement. When requesting information and/or documents from Applicants and Participants, Consultant shall establish deadlines, not to exceed fourteen calendar days, for responses. Consultant shall

notify TPCG within 48 hours of the failure of any Applicant or Participant to respond to Consultant's inquiries; however, the duty to carry out management and technical assistance tasks set out herein remain with the Consultant. At no time should greater than 30 days pass without some level of communication with each Applicant and Participant. If the Applicant or Participant is unresponsive for 30 days, Consultant shall request information outstanding in writing delivered through certified mail. Thereafter, Consultant shall continue to make a written request by certified mail at least quarterly for each nonresponsive Applicant or Participant. Consultant shall have a duty to notify TPCG of any delays in performance allegedly caused by FEMA, GOHSEP, or TPCG.

6.6.8 Locations. Consultant's operations shall include a local office within Terrebonne Parish which provides local access to Consultant by Applicants and Participants.

6.6.9 Hours. Consultant shall maintain such hours as necessary to meet the requirements of the Agreement. Consultant shall be available by telephone or in person meeting for TPCG and Applicants/Participants during normal business hours at the Consultant's local office or the location of the Project as requested.

6.6.10 Products and Necessities. Consultant shall furnish all working capital, services, inventory, personnel, materials, tools, machinery, equipment and other items necessary to perform Consultant's obligations under this agreement.

6.6.11 Licenses and Permits. Consultant shall obtain and keep at its own expense all federal, state and local licenses and permits required in connection with this Agreement.

6.6.12 Compliance with Law, Rules and Regulations. Consultant shall comply with all applicable laws, rules and regulations of state, federal and local government, including, but not limited to, the Louisiana Public Bid Law as applicable and the Louisiana Governmental Code of Ethics.

6.6.13 Compliance with Grant Guidelines. Consultant shall be responsible for and comply with all applicable federal, state and local codes, regulations, and guidelines established for the operation and implementation of each grant for which services are provided to TPCG in accordance with this Agreement.

6.6.14 Duty and Responsibilities. Consultant owes to TPCG a duty to perform. Consultant's obligation under this agreement shall be handled with integrity and good faith and in a manner that is in the best interest of the TPCG and consistent with the terms of this Agreement. Consultant shall maintain an operation which is efficient and of a level of quality that is equal to or greater than industry standards.

## **VII. CONSIDERATION**

7.1 In consideration for Consultant's performance, TPCG shall pay Consultant no more than the totals provided in each task order issued unless pre-approved in writing by TPCG, regardless of hours actually worked. Each task order shall contain an itemized list of costs payable to the Consultant, and those costs shall be based on the Cost Considerations attached to this Agreement as Exhibit C, which is incorporated herein.

7.2 **INVOICES**. Consultant shall invoice TPCG for work completed on a milestone basis for services performed on active grants. Consultant shall submit an invoice after reaching the following milestone for each task order: [SAMPLE]

7.2.1 Council Packet Complete, \_\_\_% of total Task Order

7.2.2 Notice to Proceed, \_\_\_% of total Task Order

7.2.3 Construction Completed, \_\_\_% of total Task Order

7.2.4 Close Out, 15% of total Task Order

All Consultant invoices shall be detailed and supported with appropriate back up documentation

as required by FEMA and the Grantee/Subgrantee Agreement between the State of Louisiana and the TPCG and outlined in written correspondence from the TPCG to Consultant.

7.3 PAYMENT. TPCG shall pay Consultant for undisputed amounts due on each invoice within 30 days from date of invoice. For audit purposes, Consultant shall track all work related to each Project including a daily list 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.

7.4 RETENTION PENDING CLOSE OUTS. TPCG shall retain a total of fifteen (15%) percent of the payment due to Consultant for each task order completed pending close out of the Project for which the task order was issued under this Agreement. For the purposes of this Agreement, Close out for purposes of payment shall mean that Consultant has completed all of the following: submitted reports to TPCG evidencing completion of work on all structures in accordance with the grant, submitted to TPCG requests for any and all payments due, prepared close out documentation such that documentation can be submitted to GOHSEP, with the exception of the processing of Consultant's own project management invoice for payment of the retention in accordance with this subpart. TPCG shall have the sole discretion to determine whether Close Out for each Project is complete. TPCG shall have the right, but not the obligation, to review the close out documents prior to payment of the retention. In no event shall TPCG's review of the close out documents or payment of the retention operate as a waiver of any claim TPCG may have against Consultant under law or the terms of this contract.

7.5 CLOSE OUT DOCUMENTS. Prior to final payment, Consultant shall provide paper and electronic copies of all documentation required for final closeout review by FEMA.

7.6 CONTINUING OBLIGATIONS. Consultant agrees that obligations to TPCG under this Agreement shall survive expiration of the term of this Agreement, and Consultant shall remain available for any work, testimony, documentation, etc., necessary to complete close out of each Project under the guidelines and regulations provided for by the grant(s), up to and including final approval by GOHSEP and FEMA. It is agreed and understood that the TPCG is not responsible for any work performed by Consultant contrary to the terms and conditions of the Program at the time of initiation of this Agreement and as may be modified thereafter in writing by TPCG, GOHSEP, or FEMA. Any amount of the grant(s) deemed not reimbursable to TPCG by GOHSEP or FEMA, according to FEMA guidelines, as a result of any action or omission by Consultant shall be the responsibility of Consultant, and Consultant specifically authorizes TPCG to recover any amounts deemed non-reimbursable by GOHSEP or FEMA from any retainage held by TPCG under Section 7.4 of this Agreement. Consultant further agrees to reimburse TPCG any amounts deemed non-reimbursable by GOHSEP or FEMA in the event the retainage is not sufficient to make full reimbursement.

## **VIII. TERMINATION OR SUSPENSION**

8.1 The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted by the TPCG; however, this Agreement may be terminated under any or all of the following conditions:

8.1.1 By mutual agreement and consent of the parties hereto.

8.1.2 By TPCG's written notice to Consultant in the event Consultant makes unapproved changes to its Project Manager or Applicant Manager.

8.1.3 By the TPCG as a consequence of the failure of Consultant to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond control of Consultant, providing the TPCG will give Consultant written notice of any such failure and ten (10) days (or more if authorized in Writing by the TPCG) to cure any such failure.

8.1.4 By either party upon failure of the other party to fulfill its obligation as set forth in the contract.

8.1.5 By the TPCG issuing Consultant thirty (30) days written notice.

8.2 The provisions of this Agreement governing indemnification, and governing insurance requirements to the extent necessary to perform indemnification duties, shall survive the termination or suspension of this contract.

8.3 Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by TPCG in any fiscal year covered by this contract, this agreement may be terminated by the TPCG giving notice to the Consultant of such facts and the TPCG's intention to terminate its financial obligation.

## **IX. INSURANCE**

9.1 Consultant shall secure and maintain at its expense such insurance that will protect it, and the TPCG, from claims under Workers' Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement, all as further set forth in this Article. Terrebonne Parish has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to Terrebonne Parish as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to Terrebonne Parish, Consultant shall promptly obtain a new policy, submit the same to Terrebonne Parish for approval and submit a certificate thereof as provided above.

9.2 Failure of Consultant to take out and/or to maintain the following required insurance shall not relieve Consultant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of Consultant concerning indemnification.

9.2.1 Professional Liability Insurance. Consultant shall maintain professional liability coverage during the term of this agreement. The limits of this coverage shall be a minimum of \$1,000,000.00 per claim and \$2,000,000 annual aggregate. This requirement shall extend to all professional subcontractors employed by Consultant. Consultant shall provide certification of such insurance and a copy of the policy upon request.

9.2.2 General Liability Insurance. Consultant shall maintain general liability coverage during the terms of this agreement. The limit of this coverage shall be a minimum of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate. Consultant shall provide certification of such insurance and a copy of the policy upon request.

9.2.3 Workers' Compensation Insurance. Consultant shall maintain workers compensation coverage during the term of this agreement. The limits of workers compensation coverage shall be the Louisiana statutory minimum requirements. Consultant shall provide certification of such insurance and a copy of the policy upon request. An Employers Liability limit of \$1,000,000 shall be required if the work to be performed is over water or involves maritime exposure. TPCG shall be named as an "Alternate Employer" on Consultant's workers compensation policy.

9.2.4 Auto Liability Insurance. Consultant shall maintain automobile liability coverage during the term of this agreement. The limits of this coverage shall be a minimum \$1,000,000.00, combined single limit per accident for owned, non-owned and hired vehicles. Consultant shall provide certification of such insurance and a copy of the policy upon request.

9.2.5 Deductibles and Self-insured Retentions. Consultant declares and TPCG approves Consultant deductibles or self-insured retentions not exceeding \$250,000 on Consultant policies as respects TPCG. Consultant shall not increase or eliminate such deductibles or self-insured retentions as respects TPCG without the prior written approval of TPCG.

9.2.6 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

### 9.2.6.1 General Liability and Automobile Liability Coverage

9.2.6.1.1 TPCG is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of Consultant; products and

completed operations of Consultant; premises owned, occupied or used by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to TPCG.

9.2.6.1.2 Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG.

9.2.6.1.3 Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.2.6.1.4 The insurer shall agree to waive all rights of subrogation in favor of TPCG, for losses arising from work performed by Consultant for TPCG on both the Auto and General Liability policies.

#### 9.2.6.2 Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation in favor of TPCG, for losses arising from work performed by Consultant for TPCG.

#### 9.2.6.3 All Coverage

Each insurance policy required by this clause shall be endorsed to state that if coverage is canceled then the insurer will provide a thirty (30) days prior written notice by mail to TPCG. With regards to the general liability coverage and auto liability coverage TPCG shall be added as an additional insured to the policy and will have the same cancellation notification provisions as Consultant.

9.2.7 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 may be waived for workers' compensation coverage placed with companies who participate in the State of Louisiana Worker's Assigned Risk Pool or Louisiana Worker's Compensation Corporation.

9.2.8 Verification of Coverage. Consultant shall furnish TPCG 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. TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.

9.2.9 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each sub. All coverage for subcontractors shall be subject to all of the requirements stated herein.

## **X. INDEMNIFICATION**

Consultant agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortuous, or implied, arising from this agreement, whether for breach of contract, private works claims, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, including claims which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Consultant, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Agreement herein entered into. Additionally, and as a result of any such claims, lawsuits and demands, Consultant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses. Consultant shall not be responsible for the sole negligence of TPCG.

## **XI. NOTICE**



11.1 Any communications to be given here under by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

	President Terrebonne Parish Consolidated Government PO Box 2768 Houma, LA 70361
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11.2 Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

## **XII. OWNERSHIP OF WORK PRODUCT, CONFIDENTIALITY AND COPYRIGHT**

12.1 **OWNERSHIP AND RECORD RETENTION.** All work product, including records, reports, documents and other material delivered or transmitted to Consultant by TPCG shall remain the property of the TPCG and shall be returned to TPCG at Consultant's expense at termination or expiration of this Agreement. All work product, including records, reports, documents, or other material related to this contract and/or obtained or prepared by Consultant in connection with the performance of the services contracted for herein shall become the property of TPCG and shall, upon request, be returned by Consultant to TPCG, at Consultant's expense, at termination or completion of the contract. TPCG shall not be restricted in any way whatsoever in the use of such material. Furthermore, at any time during the term of this Agreement, and upon completion of this Agreement, TPCG shall have the right to require Consultant to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by TPCG.

12.2 **TIME FOR DELIVERY OF RECORDS.** At any time during the term of this Agreement, and finally at the end of this engagement, TPCG shall have the right to require the Consultant to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by TPCG.

12.3 **CONFIDENTIALITY.** All financial, statistical, personal, technical and other data and information relating to the TPCG'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 Agreement, or which become available to the Consultant in carrying out this Agreement, 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 TPCG.

12.4 **COPYRIGHT.** No work product, including records, reports, documents, memoranda or notes obtained or prepared by the Consultant under this Agreement shall be the subject of any copyright or application for copyright on behalf of Consultant.

## **XIII. OTHER TERMS AND CONDITIONS**

13.1 **FORCE MAJEURE.** The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

13.2 **ASSIGNMENT.** Consultant shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of TPCG. This provision shall not be construed to prohibit Consultant from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to TPCG.

13.3 ENTIRE AGREEMENT. This Agreement represents the entire agreement between TPCG and Consultant, and is inclusive of the four corners of this Agreement and its exhibits and attachments, TPCG's RFP, Consultant's Responsive Proposal, Consultant's Insurance Certificates, any Task Orders, and any amendments or addenda agreed to in writing by the parties. In the event that the terms and conditions of any part of this Agreement conflicts with any other part of this Agreement, the conflict shall be resolved by applying the provision more favorable to TPCG.

13.4 AMENDMENTS. This Agreement may only be amended in writing and signed by the duly authorized representatives of both parties.

13.5 DRAFTER. All parties acknowledge that each has been given the opportunity to have this Agreement or any clause within the Agreement reviewed by competent counsel and that no provision of this Agreement shall be constructed against either party based on the fact that such party drafted or such party's counsel drafted this Agreement.

13.6 NO WAIVER. The failure of either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

13.7 FINANCIAL DISCLOSURE. Consultant acknowledges that TPCG is a governmental entity and that its recipients shall be subject to audit in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives.

13.8 AUDIT OF RECORDS. The State legislative auditor, federal auditors and internal auditors of TPCG, or others so designated by TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose. Consultant and any subcontractors paid under this Contract shall maintain all books and records pertaining to this Agreement for a period of four years after the date of final payment under the contract and any subcontract entered into under this contract for five (5) years from the date of termination of the contract and any subcontract entered into under this Agreement, whichever is later.

13.9 CIVIL RIGHTS COMPLIANCE. Consultant agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 and 11375, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, as amended, and Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended. Consultant agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or any other failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

13.10 RELATIONSHIP BETWEEN THE PARTIES. Consultant is engaged by TPCG for the purposes set forth in this contract. The relationship between Consultant and TPCG shall be, and only be, that of an independent contractor and Consultant shall not be construed to be an employee, agent, partner of, or in joint venture with, TPCG. Notwithstanding, TPCG shall be a third party beneficiary of any and all contracts between Consultant and its subcontractors with regard to the Work herein. Consultant shall include such a provision in any contracts with its subcontractors.

13.11 EXCLUSION OF WORKERS' COMPENSATION COVERAGE. TPCG and Consultant expressly agree that Consultant is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that TPCG shall not be liable to Consultant or to anyone employed by Consultant for any benefits or coverage as provided by the Workers' Compensation Law of the

State of Louisiana.

13.12 EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE. TPCG and Consultant expressly declare and acknowledge that Consultant is an independent contractor and, as such, is being engaged by TPCG under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

13.12.1 Consultant has been and will be free from any control or direction by TPCG over the performance of the services covered by this Agreement;

13.12.2 The services to be rendered by Consultant are outside the normal course and scope of TPCG's usual business; and

13.12.3 Consultant is customarily engaged in an independently established trade, occupation, profession, or business.

Consequently, neither Consultant nor anyone employed or contracted by Consultant shall be considered an employee of TPCG for the purpose of unemployment compensation coverage.

13.13 EMPLOYMENT OF TPCG PERSONNEL. Consultant certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of TPCG.

13.14 GOVERNING LAW. The validity, interpretation, and performance of this Contract shall be controlled by and construed in accordance with the laws of the state of Louisiana.

13.15 CLAIMS OR CONTROVERSIES. The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.

13.16 CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT. Certification of no suspension or debarment: By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that it and its subcontractors, principals and affiliates are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

13.17 CONTINUING OBLIGATION. Consultant has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts. A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

13.18 ANTI-KICKBACK CLAUSE. Consultant hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Consultant or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

13.19 CLEAN AIR ACT. Consultant hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

13.20 ENERGY POLICY AND CONSERVATION ACT. Consultant hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

13.21 CLEAN WATER ACT. Consultant hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section

508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

13.22 BYRD ANTI-LOBBYING AMENDMENT AND DEBARMENT AND SUSPENSION EXECUTIVE ORDERS. Consultant will be expected to comply with Federal statutes required in the Byrd Anti-Lobbying Amendment, 2 CFR 200 Appendix II(J) and 31 U.S.C. 1352 as may be amended and Debarment and Suspension Executive Orders 12549 and 12689, see 2 CFR 200 Appendix II(I).

13.23 WORK STANDARDS. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5)

13.24 INVENTIONS. Consultant shall comply with 37 CFR part 401, “Rights to Invention Made by Nonprofit Organizations and small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

13.25 AFFIRMATIVE ACTION. Consultant agrees, if subcontractors are to be let, to take affirmative steps to include:

13.25.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

13.25.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

13.25.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

13.25.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

13.25.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

13.26 WARRANTIES. Consultant warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

13.27 CODE OF ETHICS. Consultant acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to Consultant in the performance of services called for in the Contract. Consultant agrees to immediately notify TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

13.28 SEVERABILITY. If any term, covenant, condition, or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Contract shall be valid and be enforced to the fullest extent permitted by law.

13.29 COVENANT AGAINST CONTINGENT FEES. Consultant warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for Consultant any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, TPCG shall have the right to annul this Agreement without liability or, in TPCG's discretion, to

deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

13.30 INTEREST OF CONSULTANT AND EMPLOYEES. The Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

13.31 TAXES. Unless otherwise provided herein or by law, Consultant shall pay all sales, use excise, and other taxes, charges, and contributions, now or hereafter imposed on, or with respect to, or measured by the articles, materials or work furnished hereunder or the compensation paid to persons employed in connection with performance hereunder, and Consultant shall indemnify TPCG against any liability and expense by reason of Consultant's failure to pay the same.

**XIV. SIGNATURES OF THE PARTIES**

14.1 CONSULTANT

THUS done and signed on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of \_\_\_\_\_, county/parish of \_\_\_\_\_, state of \_\_\_\_\_ after a thorough reading of the whole.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONSULTANT:

X: \_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**19.1. TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

THUS done and signed on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Houma, parish of Terrebonne, State of Louisiana, after a thorough reading of the whole.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

X: \_\_\_\_\_  
BY: GORDON E. DOVE  
ITS: PARISH PRESIDENT

\_\_\_\_\_  
NOTARY PUBLIC