



TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

P.O. BOX 2768 • HOUMA, LOUISIANA 70361
985-868-5050 • WWW.TPCG.ORG



July 28, 2021

Posted to CAH and TPCG

RE: ADDENDA No. 1 – # Request for Qualifications: Engineer Permanent Work

TO ALL:

This letter and the attached pages shall be considered Addenda #1 for the above referenced RFQ. Changes made by addendum shall take precedence over original documents.

- Replace the attached with the original documents that were received for the above referenced subject.
 1. The wording “financial services” has been changed to “other related services”
 2. 44 CFR 13.36 has been changed to 2 CFR 200.317-326

If you should have any questions concerning this matter, please contact David Drury at 985 873 6575 or by email at ddrury@tpcg.org.

Sincerely,

A handwritten signature in blue ink that reads "Sharon M. Ellis".

Sharon M. Ellis, Sr. Procurement Specialist
Terrebonne Parish Consolidated Government

cc: Parish Administration
Kandace Mauldin, Chief Financial Officer
Angela Guidry, Purchasing-Warehouse Manager
David Drury, T.P. Facilities Manager
Council Reading File
Purchasing In-house Files

Terrebonne Parish Consolidated Government
Post Office Box 2768
Houma, Louisiana 70361

REQUEST FOR QUALIFICATIONS: Terrebonne Parish Consolidated Government (TPCG) hereby invites interested engineers or architects (or their firms) licensed in Louisiana to submit Statements of Qualifications to provide professional services for Project Administration, Project Management, and Other Related Services for the development and implementation of Hurricane Restoration Projects for TPCG Facilities damaged during Hurricane Ida.

PHASES: TPCG categorizes Services into three phases – 1. Project Administration, 2. Project Management, 3. Other Related Services. The timing for services in each phase may overlap; however, work under each phase may not begin unless and until TPCG issues a notice to proceed.

SERVICES NEEDED: In each phase, the selected Firm (Project Manager) may be required, at the direction of the TPCG, to provide the following non-exclusive services, all in accordance with Governor's Office of Homeland Security (GOSHEP), the Federal Emergency Management Agency (FEMA), and Community Development Block Grant (CDBG) standards:

1. Facilities inspection and development of a punch list of repairs for each facility, as well as a schedule of phases and repairs itemized by each facility or project.
2. Preparing (or assisting the preparation of) bid packages or proposal packages for the selection of contractor(s) to perform the repairs, reviewing submitted bids/proposals, assist in awarding construction contracts as necessary and in compliance with federal and state procurement laws and disaster relief regulations.
3. Project management and oversight, ensuring deliverables and timeliness, maintain professional and prompt performance at all levels, manage data collection and reporting.
4. Coordinate with TPCG, GOSHEP, FEMA, CDBG selected Design consultants, local residents and businesses, as requested by Parish Administration.
5. Provide project management services such as procurement assistance, design consultant and construction contractor management, design review, tracking of costs for design and construction, reporting, and providing construction project representative services necessary for the repairs, when requested.
6. Coordinate with TPCG's Facilities Manager and Capital Projects Administrator.
7. Provide Other Related Services including program fiscal monitoring and the establishment of program/project controls to be submitted on FEMA Project Worksheets, as needed.
8. Provide services to assist TPCG in obtaining reimbursement from FEMA where applicable.

9. Maintain insurance coverage specified on the attached schedule of insurance, or as otherwise may be required by TPCG.
10. Services are subject to direction by the TPCG.
11. Quantity of work is not guaranteed.
12. Services are non-exclusive, and TPCG reserves the right to hire additional Project Managers at its discretion.

ESTIMATED PROJECTS: TPCG estimates at least twenty (20) parish facilities will need some type of restoration and/or permanent work. This estimate is not a guarantee of work in favor of the Firm.

TIME FOR PERFORMANCE: The deadline for Completion of all three phases are to be determined, as agreed upon by TPCG.

FORM OF STATEMENT: Statement shall be limited to a total of forty pages and proposed project approach consisting of no more than ten (10) pages and shall include the following:

1. Detailed resumes or *curricula vitae* for the persons performing the services.
2. Description of Respondent's firm, knowledge and experience in providing similar services as requested in this RFQ, including the company's experience and size. If the Respondent has been terminated from any contract within the past five (5) years, please include the client information, contact name and number and the reason for termination.
3. Provide if the Respondent has failed to complete any work awarded, please include where, why and when.
4. If the Respondent, its principles, officers, or predecessor organization has even been disbarred or suspended from bidding federal, state, or local government agency projects during the past five (5) years provide the details.
5. Any subcontractors who are proposed to be part of the project team must be clearly identified and the Respondent is to include a statement of the nature and the percentage of total work that is anticipated to be provided by the subcontractor. Respondent shall demonstrate that subcontractor(s) has a history of proven and measurable experience in the area of services
6. Three (3) references from Respondent and from each subcontractor. References should include the scope of work completed and contact information, including names, phone numbers and emails, for the client for whom the work was completed.

7. Submit satisfactory evidence that Respondent has the qualifications and capacity to perform the services required by this RFQ. The Respondent should include specific examples of past performance on similar projects.
8. Include a management and organizational chart specific to providing the proposed scope of services.
9. List of experience of those principals and employees who be actually responsible for, and actively involved in a substantial manner in, the provision of services related to this contract.
10. A clear and unambiguous indication of any potential or real conflicts of interest it may have with respect to performing work on behalf of TPCG. TPCG shall make the final determination as to whether any potential or real conflict of interest exists.

Responses to the requirements of this RFQ in the formats requested are desirable with all questions answered in as much detail as practicable. The Respondent's response is to demonstrate an understanding of the requirements. Statements prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFQ is also desired. Each Respondent is solely responsible for the accuracy and completeness of its Statement.

All appropriate responses shall be provided in compliance with this page limit. Statements exceeding this limit may be rejected. It is the Submitter's responsibility to provide adequate information in their Statement package to enable Terrebonne Parish Consolidated Government to ensure that the Statement of Qualifications can be fully evaluated.

TYPE OF CONTRACT: Terrebonne Parish Consolidated Government is requesting qualifications for a professional services contract. Although price is not a factor in the selection of the Project Manager for purposes of this RFQ, Respondent is encouraged to provide its current rate sheet for services. The selected Respondent will be required to negotiate for fair and reasonable compensation in accordance with 2 CFR 200.317-326. Negotiated rates shall be inclusive of all direct costs.

DISPOSITION OF STATEMENTS: All submitted Statement of Qualifications become the property of Terrebonne Parish Consolidated Government.

SELECTION: Terrebonne Parish Consolidated Government will apply the following selection criteria and weighting factors to evaluate Statement of Qualifications:

- A. The overall response to this RFQ and quality of the proposed approach for performing the required services. **(25%)**
- B. A record of past performance reflecting experience in program management and administration services associated with disaster recovery projects, and in coordinating with FEMA, GOHSEP and CDBG funded programs in particular. **(35%)**

C. The ability to provide the required services as reflected and evidenced by the qualifications of proposed individuals. (25%)

D. Having the personnel, equipment, and financial resources to perform the services readily available at the time of contracting so that a program team may mobilize within 3 calendar days of Notice to Proceed, and access to further resources if needed. (15%)

ACCEPTANCE OF STATEMENTS: Terrebonne Parish Consolidated Government reserves the right, at its sole discretion, to waive minor irregularities in submitted Statement of Qualifications. A minor irregularity is a variation which does not give one party an advantage or benefit not enjoyed by other parties, nor adversely impacts the interests of Terrebonne Parish Consolidated Government. Waivers, when and if granted, shall in no way modify the requirements of this Request for Qualifications, nor excuse the party from full compliance with its requirements and other contract requirements if the party is awarded the contract.

EFFECT: The release of the Request for Qualifications does not constitute an acceptance of any offer, nor does such release in any way obligate Terrebonne Parish Consolidated Government to execute a contract with any other party. Terrebonne Parish Consolidated Government reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. Terrebonne Parish Consolidated Government may cancel this solicitation at any time.

ACCEPTANCE PERIOD: Statement of Qualifications shall be signed and submitted no later than 2:00 pm on November 10, 2021.

Paper submissions may be delivered by USPS or hand delivered to:

David Drury
Facilities Manager
Terrebonne Parish Consolidated Government
8026 Main Street, St 301
Houma, La 70360

Each Respondent shall submit one (1) signed original response. Each Respondent shall also submit the following:

- Four (4) additional copies of the Statement
- One (1) redacted copy of the Statement IF APPLICABLE
- One (1) "searchable" electronic copy of the Statement on a USB flash drive. The searchable electronic copy should be provided as one (1) file. This USB flash drive shall be labeled / identified as COPY.
- One (1) electronic redacted copy of the Statement on a USB flash drive. The electronic redacted copy should be provided as one (1) file. This USB flash drive shall be labeled / identified as REDACTED COPY. IF APPLICABLE
- The envelope or package shall be marked "Sealed Statement of Qualifications for Hurricane Restoration Projects"

Timely submission of the Statement of Qualifications is the responsibility of the Firm as Terrebonne Parish Consolidated Government will not accept Statements delivered after the delivery deadline. Statements received after the specified time shall be rejected and returned to the Submitter unopened.

The Statement must be received in hard copy on or before the date and time specified. Respondents mailing their Statement of Qualifications should allow sufficient mail delivery time to ensure receipt of their Statement by the time specified. Each Statement shall be either hand delivered by the Respondent or his agent in which instance the deliverer shall be handed a written receipt, or such Statement shall be sent by United States Postal Service registered or certified mail with a return receipt requested. Statements shall not be accepted or taken, including receiving any hand delivered Statements, on days which recognized as holidays by the United States Postal Service. The responsibility solely lies with each Respondent to ensure their Statement is delivered at the specified place and prior to the deadline for submission. Statements received after the deadline will not be considered.

POINT OF CONTACT: Questions concerning the request for qualifications document shall be directed to David Drury, Facilities Manager, P.O. Box 2768, Houma, Louisiana 70361, 985-873-6575, or ddrury@tpcg.org. Terrebonne Parish Consolidated Government will make reasonable efforts to convey answers to significant questions.

EXPENSES INCURRED IN PREPARING OFFERS: Terrebonne Parish Consolidated Government accepts no responsibility for any expense incurred by the Respondent in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Submitter.

ADDITIONAL PROVISIONS:

1. Contract. Project Manager shall execute a formal contract with TPCG within 10 days of TPCG's delivery of a contract to Project Manager.
2. Discharge of Employees. Any employee of Project Manager who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced or should not work for the good of the job shall, upon written notice from the TPCG, be removed from the job site by Project Manager and replaced by an employee with proper qualifications.
3. Substitution of Personnel. If, during the term of the contract, the Project Manager cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the TPCG for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Respondent's Statement.
4. Federal Provisions. Because TPCG will seek federal reimbursement for equipment and services under this contract, FEMA requires this contract to contain the applicable clauses

described in Appendix II to the Uniform Rules under 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. TPCG and Project Manager agree to include those applicable federal provisions in their contract.

5. Debarment. By submitting a Statement of Qualification, the Submitter certifies that it is not currently debarred from submitting Statements for contracts issued by any political subdivision or agency of the State of Louisiana or the Federal government and that it is not a person or entity that is currently debarred from submitting Statements for contracts issued by any political subdivision or agency of the State of Louisiana or the Federal government. Debarment reporting shall be a continuing obligation.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that: 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

INSURANCE SCHEDULE

SECTION 7 -- GENERAL CONSIDERATION

7.1 Termination or Suspension

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the TPCG and all payments required to be made to the Project Manager have been made; but this contract may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the TPCG as a consequence of the failure of the Project Manager to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the Project Manager.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
4. By the TPCG due to the departure for whatever reason of any principal member or members of the Project Manager's firm.
5. By satisfactory completion of all services and obligations described herein.
6. By the TPCG by giving thirty (30) days notice to the Project Manager in writing and paying fees due for completed work.

Upon completion/termination the Project Manager shall deliver to the TPCG all plans and records of the work compiled to the date of termination and the TPCG shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

Should the TPCG desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) days notice given by the TPCG in writing to that effect, and the work may be reinstated and resumed in full force and effective upon receipt from the TPCG of thirty (30) days notice in writing to that effect. Payment for termination shall be in accordance with Paragraph 5.3.2.

7.2 Re-use of Documents

All documents including Drawings and Specifications prepared by Project Manager pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for re-use by TPCG or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation

by Project Manager for the specific purpose intended will be at TPCG's sole risk and without liability or legal exposure to Project Manager; and TPCG shall indemnify and hold harmless Project Manager from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from.

7.3 Controlling Law

It is agreed by and between all parties hereto that this agreement is to be governed, construed and interpreted by and under the laws of the State of Louisiana and it is further agreed that all litigation concerning this contract shall be brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.

7.4 Successors and Assigns

7.4.1 TPCG and Project Manager each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2 Neither TPCG or Project Manager shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in Paragraph 7.4.1, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Project Manager from employing such independent Project Managers, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder, at his own expense.

7.4.3 Nothing herein shall be construed to give away any rights or benefits hereunder to anyone other than TPCG and Project Manager.

7.5 Public Liability

To the fullest extent permitted by law, Project Manager shall indemnify and hold harmless TPCG, and TPCG's elected or appointed officials, officers, directors, partners, agents, Project Managers, and employees from and against any and all claims, demands, costs, expenses, losses, and damages (including but not limited to all fees and charges of Project Managers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or related to the Project, provided that any such claim, demand, cost, loss, expense, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or loss of or destruction of tangible property, including the

loss of use resulting there from, but only to the extent caused in whole or part by any negligent acts or omissions of the Project Manager or the Project Manager's officers, directors, partners, employees, Project Managers, or anyone directly or indirectly employed or contracted by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, expense, or demand is caused in part by a party indemnified hereunder. The Project Manager shall not be obligated to indemnify TPCG, or the TPCG's elected or appointed officials, officers, directors, partners, agents, Project Managers, and employees, from their own negligence. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement.

7.6 Claim for Liens

The Project Manager shall hold the TPCG harmless from any and all claims for liens of labor, services or material furnished to the Project Manager in connection with the performance of its obligations under this contract.

7.7 Professional Liability Insurance

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

7.8 General Liability Insurance

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

of Recovery Against Others to Us in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

7.9 Workers Compensation Insurance

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

7.10.1 Auto Liability Insurance

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

7.11 Deductibles and Self-Insured Retentions

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

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

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

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

7.12 Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverage
 - a. TPCG is to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Project Manager; products and completed operations of the Project Manager; premises owned, occupied or used by the Project Manager. The coverage shall contain no special limitations on the scope of protection afforded to TPCG. The business auto policy under "Who is an insured" shall provide liability coverage in favor of TPCG. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.
 - b. Any failure to comply with reporting provisions of the policy shall not affect liability provided to TPCG.
 - c. The Project Manager'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. Any deviation from this requirement must be pre-approved by Terrebonne Parish Consolidated Government.

2. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to **waive all rights of subrogation against TPCG**, for losses arising from work performed by the Project Manager's for TPCG.

3. All Coverage

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

7.13 Acceptability of Insurers

Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A:VI. This requirement will be waived for workers' compensation coverage only for those Project Manager's whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Worker's Assigned Risk Pool or Louisiana Worker's Compensation Corporation.

7.14 Verification of Coverage

Project Manager 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. **THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY TPCG BEFORE WORK COMMENCES.** TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.15 Subcontractors

Project Manager shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.