

REQUEST FOR QUALIFICATIONS

FOR

ENGINEERING PROFESSIONAL SERVICES

FOR

TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG)

ELECTRIC GENERATION AND DISTRIBUTION

REQUEST FOR QUALIFICATIONS – ELECTRIC GENERATION AND

DISTRIBUTION

Request for Qualifications Due 2:00 pm March 17, 2022

Issued By:

Terrebonne Parish Consolidated Government

And

Authorized Representative

Royal Engineers and Consultants, LLC

**Terrebonne Parish Consolidated Government
ENGINEERING PROFESSIONAL SERVICES**

**REQUEST FOR QUALIFICATIONS – ELECTRIC GENERATION AND DISTRIBUTION
Released: March 2, 2022**

Submittal shall be sent to: Terrebonne Parish Consolidated Government Sharon Ellis, Purchasing Manager 301 Plant Road Houma, La 70363	Sealed Proposal should be clearly marked: RFQ – Electric Generation and Distribution – Engineering Professional Services
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SUBMITTAL COVER SHEET

The Entity and the Officer with authority to commit for the Entity are:

RESPONDENT:	FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONENO.	TOLL FREE TEL. NO (800)
NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	E-MAIL:
PROPOSAL IS FROM A/AN: <input type="checkbox"/> Corporation organized and existing under the laws of the STATE OF _____ <input type="checkbox"/> _____ Partnership <input type="checkbox"/> Individual		

NON-COLLUSION

The undersigned certifies that the Entity has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this proposal invitation.

PROPOSAL CERTIFICATION

The Undersigned certifies that to the best of their knowledge:

- () There is no officer or employee of the Terrebonne Parish Consolidated Government who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.
- () The names of any and all public officers or employees of the TPCG have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

The Undersigned further certifies that the Entity is or is not currently debarred, suspended, or proposed for debarment by any federal or State agency. The undersigned agrees to notify the TPCG of any change in this status, should one occur, until such time as an award has been made under this action.

Date: _____

Entity Name: _____

By: _____

Print Name: _____

**Terrebonne Parish Consolidated Government
ENGINEERING PROFESSIONAL SERVICES**

REQUEST FOR QUALIFICATIONS – ELECTRIC GENERATION AND DISTRIBUTION

SIGNATURE PAGE

In compliance with this RFQ, the undersigned agrees to furnish the services in accordance with the attached Proposal or as mutually agreed upon by subsequent negotiation.

Company Submitting Proposal

Address

City State Zip

Phone Number

Fax Number

Email

Web Address

Authorized Person Submitting RFQ (Print)

Title

Signature

Date

STATEMENT OF NEED

The intent of this Request for Qualification (RFQ) is to solicit from engineers a submittal of qualifications to provide engineering professional services for the ELECTRIC GENERATION AND DISTRIBUTION SYSTEM that the Terrebonne Parish Consolidated Government (TPCG) lost or was damaged from Hurricane Ida on August 29, 2021.

TPCG encourages minority, woman, veteran owned and small businesses to submit on this RFQ.

The scope includes, but is not limited to the following:

- Electric Generation Plant
- Substations
- Transmission System (Poles, Conductors, etc.)
- Distribution System (Poles, Conductors, Meters, etc.)
- Lighting (Streets, Dusk-Dawn, etc.)
- Etc.

CALENDAR OF EVENTS

<u>DATE/TIME</u>	<u>ACTION</u>
March 2, 2022, 9:00 am	Advertising of Request for Qualifications
Same Day	Request for Qualifications released to potential respondents
March 9, 2022, 11:00 am	Last day and time for Respondents to submit written communications and/or inquiries
March 17, 2022, 2:00 pm	<u>Deadline for Submittals</u>
None	Presentations, if invited to participate
TBD	Recommendation of selected Respondent to TPCG for approval

SECTION I: Scope of Services

The Design Professional shall provide comprehensive services including electrical engineering. Supplementary services which may be required, include but are not limited to, civil, structural, mechanical, and geotechnical engineering. The Design Professional shall be responsible for all roads and parking; utility infrastructure, common area and coordination with TPCG's other professionals to assure compatible design and construction documents. The Design Professional shall become familiar with the site conditions, including preparation of applicable as-built plans on renovation and building expansion projects. The Design Professional shall attend and assist TPCG at all required meetings and shall be responsible for recording and distributing minutes of all proceedings during the Design Phases.

These services shall be provided in two (2) Phases, each Phase composed of various stages. The Design Professional shall not proceed to the Design Development Stage in Phase One without TPCG's written approval. Nor shall the Design Professional proceed to Phase Two without TPCG's written approval

1.1. **Phase One** comprehensive services include the Schematic Design Stage along with assisting TPCG in budget and schedule development. Additionally, Design professionals may submit a proposal for Programming Services and/or TPCG may elect to solicit additional proposals for programming from such firms as TPCG deems qualified to provide programming services and may elect to contract such services. *If then authorized in writing by TPCG, this stage will enter the Design Development. *If then authorized in writing by TPCG, this stage will enter the Construction Document Stage.

1.1.1. **The Programming Stage** shall produce a document describing gross facility areas, space requirements, load/power requirements, transmission/distribution line lengths, and material descriptions. This comprehensive document shall provide a narrative of the program as well as the tabular data and illustrations required to fully describe the program and its components. Programming shall comply with TPCG Design Standards.

1.1.2. **The Schematic Design Stage** shall include development of the substation site plans, line routes and stringing charts for distribution and transmission systems, one-line diagrams, and layout of power generation systems. Schematic Design documents shall completely describe and depict Project requirements in sufficient detail to allow approval by TPCG. These details may include some combination of study models, perspective sketches or digital modeling. The Design Professional shall assist TPCG with updating the preliminary Project budget and schedule.

1.1.3. **The Design Development Stage** (*If authorized in writing by TPCG) shall produce documents that define and describe the size, character and location of all Facility systems, components, finishes and other items that may be appropriate; satisfy program requirements; comply with the Parish's comprehensive Plan and TPCG Design Standards; and comply with all applicable codes and regulations. The Design Professional shall provide detailed plans, elevations, sections, typical details and outline specifications of all building components and systems. Value engineering and lifecycle cost studies, environmentally responsible design alternates and other items to aid in TPCG decision making shall be provided as required by TPCG. Documents shall include, but not be limited to, criteria, evaluation of alternates and recommendation of structural systems, HVAC systems, electrical systems and energy conservation alternates. The Design Professional, in coordination with the Project Manager, shall assist TPCG with development of probable cost to verify that the Project remains within the established budget.

1.1.4. **The Construction Document Stage** (*If authorized in writing by TPCG) services shall result in a comprehensive set of construction drawings and specifications in sufficient detail as determined by TPCG for procurement of construction services and construction of the Project including the preparation and certification of a Storm Water Pollution Prevention Plan. The Design Professional

shall also assist TPCG with an update of probable cost, preparation of procurement packages, value engineering and bid alternates development, if required. The Design Professional shall be responsible for submissions to and coordination with governing bodies having jurisdiction over the Project and revisions and modifications to the documents mandated by such governing bodies if required. Final Construction Documents shall be reasonably coordinated and free of any material errors or omissions, and the Design Professional shall document corrections in a timely manner.

- 1.1.5. **Phase Two** comprehensive services, (*if authorized in writing by TPCG), shall include the Bidding Stage and the Construction Administration Stage.
- 1.1.6. **Bidding Stage** services shall include, but not be limited to, assisting with bidder list development; printing and distributing bid documents; attending pre-bid conference and general Consultant interviews; preparing responses to questions from prospective bidders; providing clarification and interpretation of bid documents; reviewing bid alternates, exceptions and substitutions; and assisting with evaluation of Consultant proposals and contract negotiations.
- 1.1.7. **Construction Administration Stage** services shall include, but not be limited to, attendance at regular construction meetings simultaneously with construction observation, preparation of meeting reports, review and approval of Consultant submittals and pay applications, response to Requests for Information, evaluation of change proposals, preparation of a final punch list and one follow-up punch list, assistance in correction of punch list deficiencies, attendance at Substantial and Final Completion inspections and assistance with Project acceptance and contract close-out activities. The Design Professional shall also conduct a one (1) year warranty inspection with applicable subConsultants, prepare a deficiency report and assist with resolving warranty issues. The Design Professional, and its subConsultants as applicable, shall visit the site at a minimum of weekly intervals and also as needed to respond to construction issues and to determine in general if the work observed is being carried out in accordance with the contract documents; however, the Design Professional shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The Design Professional shall report to TPCG any known deviations from the contract documents and any defects and deficiencies observed in the work. The Design Professional agrees that its representatives during the construction phase shall be qualified by training and experience to make decisions and interpretations of plans and specifications and shall be empowered by the Design Professional to do so; such decisions and interpretations shall be binding upon the Design Professional as if made by him, and all such decisions shall be confirmed in writing at the earliest reasonable date. The Design Professional shall have no liability for site safety, or the means and methods employed by the Consultant.

SECTION II: Submittal Format and Preparation Guidelines

Send Sealed Submittal to:

Terrebonne Parish Consolidated Government
Sharon Ellis, Purchasing Manager
301 Plant Rd
Houma La, 70363

Clearly Marked on Outside Envelope and in Subject Line:

Request for Qualifications - ELECTRIC GENERATION & DISTRIBUTION ENGINEERING PROFESSIONAL SERVICES

Due Date: **March 17, 2022, 2:00 pm**

Instructions to Professionals

Respondents are to submit one (1) original complete submittal with signatures in blue ink, and four (4) copies and one (1) electronic form of the complete submittal package that can be reproduced.

At due date and time, all submittals received by the due date will be opened for the sole purpose of recording the names of the individuals or firms submitting written responses.

If the submittal is mailed, sufficient time must be allowed to ensure TPCG's proper receipt of the package by the time specified above. Allow an additional 24 hours for TPCG's internal mail process. It is the responsibility of the firms to ensure that the properly marked and sealed submittal arrives at **Terrebonne Parish Consolidated Government, Sharon Ellis, Purchasing Manager, 301 Plant Road, Houma, La 70363**. Submittals received after the due date and time will be returned to Respondent unopened.

Any submittal not prepared and received in accordance with provisions stated herein will be considered an informal response and any/or all of the submittal may be rejected.

Withdrawal of submittal will be accepted until the submission due date and time above. No submittal may be withdrawn after the deadline.

Each firm will pay all costs associated with the preparation of the submittal, and, if applicable, subsequent oral presentations if requested by TPCG.

Submittal Content

The following information should, but not limited to, be included in the submittal packet:

1. Signed Proposal Cover Sheet.
2. Company profile including but not limited to:
 - State of Louisiana License
 - General Reputation and Performance Capabilities: Describe the general reputation and performance capabilities of the firm and explain how these characteristics translate to optimizing results for TPCG.
 - Years in business under current name, and project team members.
3. Description of the staff members of your firm who will be assigned to this project and detailed resumes (can be an attachment).
4. Proposed technique(s) that will be utilized for life cycle costing.
5. Description of the quality of products to be considered to improve facilities, improve comfort and efficiency in reducing energy consumption and operating costs.

6. RFQ Signature Page.
7. Five (5) professional references for similar projects completed within the last five years:
 - Services and equipment provided, project cost, and benefits to the owner.
 - Client Name
 - Contact Name, Title
8. Contact Person: Phone/Fax Number/Email Address

If the Respondent fails to supply all required information, the submission may be deemed non-responsive at the discretion of the TPCG.

Submittal Format

Submittal shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements and an understanding of TPCG needs.

Submittals should be printed on letter size paper (8 ½" x 11") and bound with a spiral type binding or metal 3-ring hard cover binder.

Include a Table of Contents page for the entire submittal and give sequential page numbers for each part of the submittal including attachments. Arrange the submittal in the order listed in the SUBMITTAL CONTENT section of this RFQ. Additional optional attachments that are listed in the SUBMITTAL CONTENT section may be included at the end of the submittal packet.

Separate each part of the submittal packet by use of a divider sheet with a tab for ready reference. Tab references shall correspond with the Table of Contents page.

Each complete submittal will contain a maximum of thirty (30) pages, a cover letter, the Submittal cover sheet, the relevant requested Submittal information, and the required signature page. Brevity is a plus.

At the discretion of the respondent, a maximum of ten (10) additional qualifications related or marketing informational pages can be included in the submittal.

Detailed staff resumes including list of industry certifications may be included as a second attachment to the submittal packet. These additional pages will not be counted against the thirty (30) pages of the main content or the ten (10) additional pages of information.

Interpretation or Correction

TPCG is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this Request. Any required addendum to the RFQ and all clarifications, answers to questions, or changes to this RFQ shall be provided through a PARISH-issued Addendum, which shall be posted to TPCG's website. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the Parish to any requirements, terms or conditions not stated herein.

The Parish shall make every possible, good faith effort to issue any and all addenda(s) no later than seven (7) days prior to the due date for proposals. Any addendum issued after this date, shall be for material, necessary clarifications to the Request for Qualifications.

Any person, firm or corporation submitting a response is deemed to have read, understood and agreed to all terms, conditions and requirements set forth in this RFQ. Respondent agrees to conform in general to the terms of this RFQ,

details of which will be set forth in a signed agreement mutually acceptable to and executed by TPCG and the Respondent.

From the date of issuance until TPCG takes final agency action, the Respondent **must not** discuss their submittal or any part thereof with any employee, agent, or representative of TPCG except as expressly requested by TPCG in writing. Violation of this restriction will result in rejection of the Respondent's response.

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any TPCG employee. All inquiries, requests for clarification, change of condition or requirement, specification omissions, doubt as to meaning, or requests for additional information must be submitted, in writing, or via email to Beau Tate btate@royalengineering.net. In the written request, the Respondent must identify him/herself and provide the page number, section, and paragraph of the conditions or requirements in question. The Respondent must also recommend specific written changes to the specified condition(s) or requirement(s).

All written inquiries or requests for changes or information must be received by Beau Tate, Royal Engineers and Consultants no later than the scheduled date shown in the Calendar of Events outlined in this document. All Respondent inquiries or requests, the TPCG responses to these inquiries or requests, and other needs as may apply will be provided to all prospective Respondents by addendum. All addenda issued by TPCG shall become a part of the RFQ.

Inquiries concerning Request for Qualifications – Electric Generation and Distribution Engineering Professional Services should be addressed as follows:

Sharon Ellis, Purchasing Manager
Terrebonne Parish Consolidated Government
RE: RFQ Electric Generation and Distribution – Engineering Professional Services
301 Plant Road
Houma, LA 70363

Provisions for Recommendation

It is understood that TPCG reserves the right to the following:

1. Reject any and/or all Proposal submittals.
2. Accept any submittal or portion thereof most advantageous to TPCG.
3. Revise the RFQ and/or issue addenda to the RFQ, in the event it becomes necessary to revise any or part of the RFQ. Addenda will be provided to all those who received the RFQ.
4. Cancel or re-issue the Request for Qualifications, in whole or in part, prior to execution of a contract.
5. Negotiate with the Respondent.
6. Award contract based on the overall best business decision for the TPCG including firm location or services offered.
7. Waive any informalities or regularities.
8. Award to single or multiple firms.
9. Request additional information or require a meeting with the Respondent for clarification.
10. Request presentations from Respondents following submission of the Proposals submittal.
11. Modify timelines, as issued in the form of an addendum.

SECTION III: Evaluation Criteria and Selection Process

All proposals shall be initially evaluated based on criteria listed below by members of an advisory evaluation committee. Such advisory committee shall consist of individuals who have expertise regarding, or some experience with, the subject matter of the RFQ or, individuals who could be characterized as recipients, beneficiaries, or users of the RFQ's subject matter. The committee may consist of TPCG clients. All qualified proposals shall be evaluated by the committee using a point earned matrix. Evaluations and selection of the successful Respondent shall be based on the information submitted in the proposal.

In determining the professional services firms whose Proposals are in the best interests of TPCG and a Quality Based Selection. The following criteria, among possible others, will be considered:

1. General Professional Impression	15 pts
2. Quality and successful completion of projects of similar size and cost	20 pts
3. Firm's ability and capacity to perform the work	20 pts
4. Time schedule and past experience at timely delivery of design documents	20 pts
5. Firm's ability to demonstrate understanding of the project requirements (based on available information)	15 pts
6. Familiarity with TPCG facilities	10 pts
Total Points	100 pts

By submitting a response to this RFQ, the Respondent accepts the evaluation process and acknowledges and accepts that determination of the most qualified firm(s).

SECTION IV: General Terms and Conditions

Firms are cautioned to read the information contained in this RFQ carefully and to submit a complete response to all requirements and questions as directed.

TPCG reserves the right to reject any and all submittals and to waive any irregularities or technical defects in the response and reserves the right to select the best total program. TPCG is not liable for any expense incurred by the professional services firm in the preparation and presentation of proposals.

Acceptable Sealed Submittals

Any submittal not prepared and received in accordance with provisions stated herein, will be considered an informal response and any/or all of the submittal may be rejected.

It is the responsibility of the firm to ensure that the properly marked and sealed submittal package arrives at TPCG by the due date and time.

Governing Law and Venue

This RFQ and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Louisiana and the Terrebonne Parish Consolidated Government.

Appropriated Funds

The purchase of any service, which arises from this solicitation, is contingent upon the availability of appropriated funds. If funds are withdrawn or do not become available, TPCG can cancel the service contract by giving the firm written notice of its intention to cancel not less than ninety (90) days prior to the end of the term without penalty. Upon cancellation of the contract, TPCG shall not be responsible for any payment of any services received that occur after the end of the current contract period.

Sales and Use Tax

TPCG as a public entity is exempt from state and local sales taxes.

Invoices

Payment terms on services that have been received and accepted by TPCG will be net forty-five (45) days.

Observance of TPCG Rules and Regulations

Firm agrees that at all times its employees will observe and comply with all policies and procedures of TPCG, including but not limited to smoking, parking and security directives. The firm will be required to follow TPCG policies in dealing with improper conduct and discrimination and shall report all incidents or injuries to the TPCG.

Non-Exclusive Contract

This is not an exclusive contract and will not restrict in any way TPCG's rights to contract with other firms for services and/or commodities similar to those specified within this RFQ.

Limitations of Remedies and Indemnification

Any firm awarded the RFQ accepts full responsibility for acts or conduct of its employees or agents, or services rendered, and agrees to indemnify, defend and hold harmless the TPCG and its officers, council members, agents and employees from any and all claims, demands, damages, actions and costs or expenses in connection therewith that may relate to any subsequent agreement, or acts of the firm's employees or agents. TPCG will not be liable for any damage or injury to the firm's employees or its properties. TPCG does not agree to indemnify the vendor.

The firm will obtain all insurance required under this agreement before commencing work and shall furnish the TPCG with a certificate of insurance as proof of coverage. Companies writing insurance under this article must be licensed to do business in the State of Louisiana. All costs for insurance will be borne by the firm.

The firm may not assign, transfer, convey or otherwise dispose of this agreement or any right, title or interest herein without the prior written consent of TPCG. Any contract resulting from this RFQ may only be amended in writing and signed by the firm and TPCG using the same degree of formality evidenced in the contract resulting from this RFQ.

The professional service firm shall not name Terrebonne Parish Consolidated Government (TPCG) in its external advertising, marketing programs or other promotional efforts, any data, pictures or other representation of TPCG except on the specific, written authorization in advance by TPCG's Parish President or his designee.

The agreement between the firm and TPCG may be cancelled by mutual written agreement of both parties upon ninety (90) days notice. TPCG may cancel the agreement effective thirty (30) days after a written notice from TPCG is provided to the firm if the firm does not provide satisfactory service or fails to follow a reasonable schedule of agreed upon services, or otherwise fails to operate in a professional manner.

The professional services firm is subject to and must comply with provisions of TPCG's policies and applicable state and federal anti-discrimination laws.

Insurance

Prior to beginning work, successful bidder shall deliver certificates of insurance as evidence of the coverage indicated below; such evidence shall include documentation of thirty (30) day prior written notice to the TPCG of cancellation, non-renewal or material change in coverage.

The insurance certificates should be delivered to:

Terrebonne Parish Consolidated Government
Purchasing Division
RE: RFQ Electric Generation and Distribution
301 Plant Road
Houma, La 70361

Each insurance policy maintained by the Consultant must be endorsed as follows:

1. "Terrebonne Parish Consolidated Government is Named an Additional Insured." This excludes Workers' Compensation.
2. "Underwriters waive all rights of subrogation against Terrebonne Parish Consolidated Government."
3. "The coverage afforded herein shall be primary in relation to any policies carried by Terrebonne Parish Consolidated Government."
4. Provide thirty (30) days written notice of cancellation or reduction of any coverage to Terrebonne Parish Consolidated Government.

The Consultant shall maintain the following:

1. General Liability Insurance

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

2. Workers Compensation Insurance

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

3. Auto Liability Insurance

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

SECTION V: Compliance with FEMA Procurement and Certain other Federal Requirements

Section 1. Non-Discrimination.

The parties to this Agreement shall comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA) and any other applicable federal or state laws regarding discrimination based on gender, race, national origin, age, religion, pregnancy status, military status, or persons with disability.

Section 2. Equal Opportunity Provisions.

(a) During the performance of this Agreement, Consultant agrees to comply with Equal Opportunity laws as modified.

1. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not to be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.
2. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Consultant will allow reasonable access to its books, records and accounts of the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with applicable rules, regulations, and orders.
4. In the event of Consultant's noncompliance with the Equal Opportunity Clause of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and Consultant may be declared ineligible for further Government contracts federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
5. Consultant will include this Equal Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subConsultant or vendor. Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event Consultant becomes involved in, or is threatened with litigation with a subConsultant or vendor as a result of such direction by the administering agency, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

(b) Certificate of Non-segregated Facilities. Consultant certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, Consultant agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Agreement.

Section 3. Extension to Successors and Assigns.

Each and all of the covenants and agreements contained in the Agreement affected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto. Rights under this Agreement may not be assigned without mutual written consent of the parties.

Section 4. Binding Agreement.

This Agreement shall be construed in a neutral manner. This Agreement reflects the complete and full terms of agreement that is binding between the parties. The pages may be signed on separate pages, in counterparts and together are deemed to be one document. A true electronic copy is deemed an original.

Section 5. Governing Law.

All disputes relating to the execution, interpretation, construction, performance, or enforcement of the Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Louisiana and resolved in the 32nd Judicial District Court of Louisiana or applicable Federal Court of Louisiana. Consultant hereby consents to and waives any objection to venue and jurisdiction in such courts.

Section 6. Severability.

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

Section 7. Clean Air Act and Federal Water Pollution Control Act.

Consultant shall comply with all applicable standards, orders or regulation issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671A) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Section 8. Debarment and Suspension.

Consultant shall be registered and maintain an active registration throughout the entire period of performance of this contract within the federal System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension.

Sam.gov website is a national database for all recipients of federal funds. The website for SAM system is at www.sam.gov. The Owner will verify Consultant eligibility of award of contract.

Section 9. Byrd Anti-Lobbying Amendment and Certification.

Consultant must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. See attached Byrd Anti-Lobbying Amendment Certification – **Exhibit A.**

Section 10. Procurement of Recovered Materials.

Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Consultant shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Consultant shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Consultant determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

Section 11. Contract Work Hours and Safety Standards Act.

Consultant must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Consultant must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable

to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

Section 12. DHS Seal, Logo, and Flags.

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

Section 13. No Obligation by Federal Government.

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

Section 14. Program Fraud and False or Fraudulent Statements or Related Acts.

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

Section 15. Access to Records.

The following access to records requirements apply to this Agreement:

- (a) The Consultant agrees to provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (b) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (d) In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Section 16. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or Company/Council/Cooperative agreement and/or this Agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or Agreement, and reasonable for the completion of project scope. All changes will be approved in writing by Company/Council/Cooperative prior to occurring or Consultant may not be paid for work performed.

Section 17. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Section 18. Termination for Cause.

The Company/Council/Cooperative shall submit a written notice to the Consultant and surety (if applicable) which justifies placement of the Consultant in default if:

- (a) The work, duties, and services related to the Project and/or contemplated by the Agreement do not begin within the time specified in this Agreement.
- (b) The work, duties, and services, contemplated by the Agreement and/or Project is performed with insufficient workmen or employees; inadequate facilities; inadequate completion of services (including but not limited to reefer trucks, ice); and/or inadequate equipment or materials to assure satisfactory completion of the scope of Consultant's services. Any and all determinations of the sufficiency in this provision are at the Company/Council/Cooperative sole determination.

- (c) The Consultant provides unsuitable, neglected, or rejected work, and/or refuses to remove materials (determined at the Company/Council/Cooperative's sole determination).
- (d) The work and duties contemplated by the Agreement is discontinued by Consultant.
- (e) The work, duties, and services contemplated by the Agreement and/or Project are not completed within the specified amount of time in the Agreement, or as otherwise agreed to amongst the parties.
- (f) The work, duties, and services contemplated by the Agreement and/or Project is not resumed within a reasonable time after receiving a notice to continue by the Company/Council/Cooperative.
- (g) Consultant becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.
- (h) Consultant allows any final judgment to stand unsatisfied for a period for a period of ten (10) days.
- (i) Consultant makes an assignment for the benefit of creditors.
- (j) The work contemplated by the Agreement is not performed in an acceptable manner (as determined solely by Company/Council/Cooperative).

If problems or issues are discovered by Company/Council/Cooperative, the Company/Council/Cooperative may provide written notice to Consultant. In the event such written notice is provided, and Consultant or surety (if applicable) does not remedy all conditions cited in the written notice by Company/Council/Cooperative of a problem or issue within ten (10) days after receiving such a notice, the Consultant is placed into default. The Company/Council/Cooperative may obtain the necessary labor, services, materials, and equipment (if necessary) from a third party. If the Company/Council/Cooperative enters into a new contract or agreement in order to complete the work, duties, and services that are the subject of this Agreement on behalf of Company/Council/Cooperative, any and all costs incurred by the Company/Council/Cooperative will be deducted from the payment due to the Consultant by Company/Council/Cooperative. If such expense exceeds the sum payable under the new contract/agreement, the Consultant and surety (if applicable) shall be completely liable to pay the Company/Council/Cooperative the difference. For avoidance of doubt, Consultant will be liable to make Company/Council/Cooperative whole for any costs incurred by Company/Council/Cooperative in the event Company/Council/Cooperative enters into a contract/agreement for the services (including new lodging accommodations) covered by the Agreement due to termination of this Agreement.

Section 19. Termination for Convenience.

Company/Council/Cooperative may, at any time, terminate this Agreement or any portion thereof, for Company/Council/Cooperative's convenience, upon providing twenty-four (24) hour advance written notice to the Consultant. In such case, Consultant shall be paid for all work completed through the date notice was provided (less payments already received). In no event shall the Consultant be entitled to payment of overhead and profit on work not performed.

Section 20. Equal Employment Opportunity.

During the performance of this contract, the Consultant agrees as follows:

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (b) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (c) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- (d) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (g) In the event of the Consultant's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Consultant will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through H in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subConsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as administering agency may be direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subConsultant or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

Section 21. Notice of Requirement for Affirmative Action.

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Consultant's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: _____ *(see table below)*

Goals for female participation: _____ 6.9%

These goals are applicable to all the Consultant's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Consultant performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Consultant also is subject to the goals for both its federally involved and non-federally involved construction.

The Consultant's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Consultant shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Consultant to Consultant or from project to project for the sole purpose of meeting the Consultant's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

MINORITY PARTICIPATION GOALS

PARISH	MIN. GOAL (%)	PARISH	MIN. GOAL (%)	PARISH	MIN. GOAL (%)	PARISH	MIN. GOAL (%)
Acadia	24.1	E. Baton Rouge	26.1	Madison	27.9	St. Landry	24.1
Allen	17.8	East Carroll	27.9	Morehouse	27.9	St. Martin	24.1
Ascension	26.1	East Feliciana	30.4	Natchitoches	29.3	St. Mary	24.1
Assumption	27.7	Evangeline	24.1	Orleans	31.0	St. Tammany	31.0
Avoyelles	29.3	Franklin	27.9	Ouachita	22.8	Tangipahoa	27.7
Beauregard	17.8	Grant	25.7	Plaquemines	27.7	Tensas	27.9
Bienville	29.3	Iberia	24.1	Pointe Coupee	30.4	Terrebonne	27.7
Bossier	29.3	Iberville	30.4	Rapides	25.7	Union	27.9
Caddo	29.3	Jackson	27.9	Red River	29.3	Vermilion	24.1
Calcasieu	19.3	Jefferson	31.0	Richland	27.9	Vernon	17.8
Caldwell	27.9	Jefferson Davis	17.8	Sabine	29.3	Washington	27.7
Cameron	17.8	Lafayette	20.6	St. Bernard	31.0	Webster	29.3
Catahoula	27.9	Lafourche	27.7	St. Charles	27.7	W. Baton Rouge	26.1
Claiborne	29.3	LaSalle	27.9	St. Helena	30.4	West Carroll	27.9
Concordia	30.4	Lincoln	27.9	St. James	27.7	West Feliciana	30.4
De Soto	29.3	Livingston	26.1	St. John the Baptist	27.7	Winn	29.3

- C. The Consultant shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subConsultant; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

Section 22. Certification of Non-Segregated facilities.

Consultant certifies that he/she/it does not maintain or provide for his/her/its establishments, and that he/she/it does not permit employees to perform their services at any location, under his/her/its control, where segregated

facilities are maintained. He/she/it certifies further that he/she/it will not maintain or provide for employees any segregated facilities at any of his/her/its establishments, and he/she/it will not permit employees to perform their services at any location under his/her/its control where segregated facilities are maintained. The bidder, offeror, applicant, or subConsultant agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she/it further agrees that (except where he/she/it has obtained for specific time periods) he/she/it will obtain identical certification from proposed subConsultants prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she/it will retain such certifications in his/her/its files; and that he/she will forward the following notice to such proposed subConsultants (except where proposed subConsultants have submitted identical certifications for specific time periods).

Section 23. Section 109 of the Housing and Community Development Act of 1974.

The Consultant shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

Section 24. Section 3 of the Housing and Urban Development Act of 1968.

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- A. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- B. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- C. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subConsultant is in violation of the regulations in 24 CFR part 135. The Consultant will not subcontract with any subConsultant where the Consultant has notice or knowledge that the subConsultant has been found in violation of the regulations in 24 CFR part 135.

- D. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR part 135.
- E. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- F. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Section 25. Section 503 of the Rehabilitation Act of 1973.

- A. The Consultant will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:
 - (1) Recruitment, advertising, and job application procedures;
 - (2) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - (3) Rates of pay or any other form of compensation and changes in compensation;
 - (4) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (5) Leaves of absence, sick leave, or any other leave;
 - (6) Fringe benefits available by virtue of employment, whether or not administered by the Consultant;
 - (7) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (8) Activities sponsored by the Consultant including social or recreational programs; or
 - (9) Any other term, condition, or privilege of employment.
- B. The Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by

or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Consultant must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Consultant, a Consultant will satisfy its posting obligations by posting such notices in an electronic format, provided that the Consultant provides computers, or access to computers, that can access the electronic posting to such employees, or the Consultant has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Consultant to notify job applicants of their rights if the Consultant utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

- E. The Consultant will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.
- F. The Consultant will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subConsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- G. The Consultant must, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

Section 26. Section 504 of the Rehabilitation Act of 1973, as amended.

The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

Section 27. Special Conditions Pertaining to Hazards, Safety Standards, and Accident Prevention.

A. Lead-Based Paint Hazards

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Consultant and subConsultants shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives (Modify as required)

When the use of explosives is necessary for the prosecution of the work, the Consultant shall observe all local, state and federal laws in purchasing and handling explosives. The Consultant shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel or rope mats.

The Consultant shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer

does not in any way reduce the responsibility of the Consultant or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The Consultant shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Consultant fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Consultant. Such action by the Owner does not relieve the Consultant of any liability incurred under these specifications or contract.

Section 28. Flood Disaster Protection.

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

Section 29. Conflict of Interest.

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Consultant shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

Section 30. Executive Order 11246, as amended.

During the performance of this contract, the Consultant agrees as follows:

- A. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause.

The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- C. Consultants shall incorporate foregoing requirements in all subcontracts.

Section 31. Patents.

- A. The Consultant shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Consultant.
- C. If the Consultant uses any design device or materials covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work. The Consultant and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

Section 32. Copyright.

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Consultant for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

Section 33. Energy Efficiency.

The Consultant shall comply with 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 (Public Law 94-163).

Section 34. Protection of Lives and Health.

The Consultant shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the Consultant shall take or cause to be taken, such additional safety and health measures as the Owner may determine to be reasonably necessary.

Section 35. Breach of Contract Terms.

Any violation or breach of terms of this contract on the part of the Consultant or the Consultant's subConsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

Section 36. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

Section 37. Personnel.

The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

Section 38. Anti-Kickback Rules.

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the subConsultants with such regulations and shall be responsible for the submission of affidavits required of subConsultants thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

Section 39. Interest of Consultant.

The Consultant covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above-described project 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.

Section 40. Political Activity.

The Consultant will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

Section 41. Compliance with the Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, *"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"*, 2 CFR Part 200, as they relate to the use of Federal funds under this contract.

Section 42. Discrimination Due to Beliefs.

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

Section 43. Confidential Findings.

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

Section 44. Contracting with Certain Firms.

The Consultant will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. 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;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Section 45. Davis-Bacon Act.

Consultant will fully comply with the Davis-Bacon Act, as amended, and any rules or regulations promulgated pursuant to the Act. Consultant shall maintain payroll records as needed to demonstrate compliance with the Act.

Section 46. Appendix II to Part 200.

2 C.F.R. Pt. 200, App. II is incorporated into this Agreement by reference. Consultant agrees to review and comply with all requirements set forth therein to the extent that any of the requirements set forth in Appendix II are not addressed by a specific provision in this Agreement.

NO PROPOSAL NOTIFICATION

**Terrebonne Parish Consolidated Government
Request for Qualifications – ELECTRIC GENERATION AND DISTRIBUTION**

ENGINEERING PROFESSIONAL SERVICES

Terrebonne Parish Consolidated Government (TPCG) is interested in receiving competitive pricing on all products and services. TPCG places significant value on quality vendors and desires to keep interested companies as vendors and suppliers of materials, equipment, and services. It is important for TPCG to determine the reasons that vendors do not respond to this contract item. The TPCG will evaluate responses and attempt to determine if future changes are necessary in our specification development or procedures.

WILL NOT SUBMIT A RESPONSE

Vendor Name

REASON FOR NO RESPONSE: *(Please place an X by one or more of the reasons listed below.)*

____ Do not supply the requested product or service.

____ Quantities offered, or scope of project is TOO SMALL to be supplied by our company.

____ Quantities offered, or scope of project is TOO LARGE to be supplied by our company.

____ Cannot bid against MANUFACTURER on this item.

____ Cannot bid against RESELLER on this item.

____ Specifications not clear enough to submit a response *(please explain)*.

____ Time frame for bidding is too short *(please explain)*.

____ Time frame to produce the product or service is too short.

____ Other *(Please state the reasons.)* _____

FOR PURPOSES OF FUTURE SUBMITTALS, PLEASE INDICATE:

____ My Company would like to remain on the vendor list.

____ My Company **does not** want to remain on the vendor list.

Signature

Date

Address

City State Zip

Phone Number

Email Address

END OF RFQ