

# TERREBONNE PARISH CONSOLIDATED GOVERNMENT

## Request for Statement of Qualifications

### Engineering Services for Pollution Control Ultraviolet Disinfection Project

#### **INTRODUCTION**

The Parish is accepting Statement of Qualifications for engineering services for the design and oversight of the installation of ultraviolet (UV) disinfection systems at Terrebonne Parish Government's North Regional and South Regional Wastewater Treatment Plants. The selected firm will be assigned to this project based on the strengths of the firm's qualifications.

#### **PART ONE: ENGINEERING SERVICES REQUIRED**

The Parish is soliciting qualification statements for engineering services to assist the Parish with the evaluation, design, and inspections of this project in compliance with Federal/State requirements. Although price is not a factor in the selection of the Engineering Firm for purposes of this SOQ, 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 44 C.F.R. 13.36(d)(E)(3)(v). Negotiated rates shall be inclusive of all direct costs. Issuance of this SOQ/RFQ in no way constitutes a commitment by the Parish to award a contract. The Parish reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the Parish's best interest. The Parish reserves the right to make a partial award and delete some services from the scope of work.

- a. Establish the performance criteria, including long-term regulatory requirements.
- b. Prepare a design memorandum identifying options, anticipated costs and recommendations.
- c. Prepare plans for site improvements and building construction.
- d. Prepare the construction bid package in conformance with applicable state and federal requirements and supervise the award process including conducting the bid opening, the bid tabulation, and issuing the notice to proceed.
- e. Conduct the preconstruction conference.
- f. On-site supervision of construction and preparation of inspection reports.
- g. Review and approve all contractor requests for payment, submit and recommend approved requests to the OWNER.
- h. Provide Operation and Maintenance Manuals to the OWNER upon project completion.
- i. Conduct final inspection and testing.

#### **PART TWO: SUBMITTALS**

Respondents should letter and number responses exactly as the questions are presented herein. Interested Respondents are invited to submit proposals that contain the following information:

1. Introduction (transmittal letter)
2. Background and Experience

3. Specialized Knowledge
4. Personnel/Professional Qualifications

**1. Introduction (transmittal letter)**

By signing the letter and/or offer, the Respondent certifies that the signatory is authorized to bind the Respondent. The proposal shall include:

- a. A brief statement of the Respondent's understanding of the scope of the work to be performed;
- b. A confirmation that the Respondent meets the appropriate state licensing requirements to practice in the State of Louisiana;
- c. A confirmation that the Respondent has not had a record of substandard work within the last five years;
- d. A confirmation that the Respondent has not engaged in any unethical practices within the last five years;
- e. A confirmation that, if awarded the contract, the Respondent acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- f. Any other information that the Respondent feels appropriate;
- g. The signature of an individual who is authorized to make offers of this nature in the name of the Respondent submitting the proposal

**2. Background and Experience**

Respondents shall:

- a. Describe Respondent's firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure and any recent or materially significant proposed change in ownership.
- b. Describe any prior engagements in which Respondent's firm assisted a governmental entity in dealings with Ultraviolet Disinfection and any other projects relating to Wastewater Disinfection. Respondent should include all examples of work on similar projects as described in Part One. Respondent should provide a list of completed Wastewater Treatment projects, and/or similar projects. Preference is for the types of projects similar to those described in Part One. (For example; if the SOQ is for Sewer projects it is not necessary or of only of secondary importance to provide information on how many drainage or water projects Respondent has performed.)
- c. Respondent should provide the names, phone numbers, and emails of contact persons in the organizations for whom any projects referenced in this section were conducted. Respondent should include written references (letters or forms are acceptable) from previous clients attesting to the quality of work and compliance with performance schedules Respondent cites in this section.
- d. Describe the firm's workload and current capacity to accomplish the work in the required timeframe.
- e. Describe any issue the characteristics of which would be uniquely relevant in evaluating the experience of Respondent's firm to handle the proposed project(s).
- f. Describe Respondent's firm's presence in and commitment to Louisiana.

### 3. Specialized Knowledge

Respondents shall:

- a. Describe their knowledge and experience in the design of wastewater treatment plant improvements.
- b. Describe their knowledge of specific opportunities and challenges related to the proposed project.

### 4. Personnel/Professional Qualifications

Respondents shall:

- a. Identify staff members (as applicable), who would be assigned to act for Respondent's firm in key management and field positions providing the services described in the Statement of Qualifications (SOQ), and the functions to be performed by each, in the job classifications of
  1. Principal-in-Charge
  2. Senior Engineer
  3. Project Engineer
  4. Engineer Intern
  5. Quality Manager
- b. Include resumes or curriculum vitae of each such staff member designated above, including name, position, telephone number, fax number, email address, education, and years and type of experience. Describe, for each such person, the projects relevant to wastewater treatment plant improvements on which they have worked.
- c. Estimate the number of persons to be assigned to this project, indicating the number working in Louisiana and the number working elsewhere.

All Statement of Qualifications will include a brief history of the respondent and a resume of each person in the firm who will be assigned to the project. It must also include a complete list of projects in which the respondent has provided engineering services for wastewater treatment systems, including governing body, type of project, amount and program year; this list will be used for reference purposes. All references must indicate excellent program performance.

All qualification statements will be scored and ranked by the Parish SOQ Committee. Award of contracts shall be made to the most responsible and responsive qualification from a Company(ies) whose SOQ (and possible interview) demonstrates the services in the best interest of the TPCG with regard to the criteria detailed and the specifications set forth herein.

The Parish reserves the right to reject any and all statements. Unsuccessful respondents will be notified as soon as possible.

All interested parties must submit one original, four copies and an electronic copy of Qualifications by July 12, 2022 at 2:00 pm, in order to be considered responsive. Qualifications submitted after this time will not be considered. Qualifications must be submitted in a sealed envelope and clearly marked on the outside of the envelope as "QUALIFICATIONS ENCLOSED FOR POLLUTION CONTROL ULTRAVIOLET DISINFECTION PROJECT". All questions regarding this project should be directed to Greg Bush at (985) 873-6539 or at [gbush@tpcg.org](mailto:gbush@tpcg.org). Qualifications may be delivered by courier or hand delivered to TPCG

Purchasing Department, at the City of Houma Service Complex, 301 Plant Road Houma, Louisiana 70363.

The Terrebonne Parish Consolidated Government is an Equal Opportunity Employer. Women's business enterprises, minority owned business, and small and disadvantaged firms are encouraged to participate in the procurement process. Persons requiring reasonable accommodation to respond to this solicitation are requested to contact the Terrebonne Parish Consolidated Government, Greg Bush, Pollution Control Administrator at (985) 873-6539 to discuss their particular needs.

### **PART THREE: SELECTION CRITERIA**

All responses to the Statement of Qualifications will be evaluated according to the following criteria and corresponding point system. Qualification statements will be evaluated on the basis of written materials. Sufficient information must be included in the proposals to assure that the correct number of points is assigned. Incomplete or incorrect information may result in a lower score. In the event of a tie, oral interviews will be held with those firms. The interview will consist of pre-written questions to be answered by respondents. As a result of the interviews, the Parish will determine which firm will be selected to enter into contract negotiations.

### **AWARD CRITERIA**

Terrebonne Parish Consolidated Government will award based upon the following items:

<u>Criteria</u>	<u>Maximum Score</u>
1. Qualification of Staff	30
2. Background and experience of firm on similar projects	25
3. Familiarity with the practices and standards of wastewater treatment and disinfection systems	25
4. Timely completion of similar projects	10
5. Available resources to complete the work	<u>10</u>
	100

All the following must be reflected on the attached "Qualification Sheet" with a Statement of Qualifications attached.

TEREBONNE PARISH  
QUALIFICATION SHEET  
POLLUTION CONTROL ULTRAVIOLET DISINFECTION PROJECT

Attach this sheet to your Statement of Qualifications, which SHALL include the following:

- a. Introduction (transmittal letter)
- b. Background and Experience
- c. Specialized Knowledge
- d. Personnel/Professional Qualifications

The above qualifications are submitted by:

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE NAME (PRINT): \_\_\_\_\_

REPRESENTATIVE SIGNATURE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

**CHECK LIST:**

**THE FOLLOWING DOCUMENTS ARE REQUIRED AS PART OF THIS RFQ LIST EVERYTHING THAT MUST BE INCLUDED TO FORM A COMPLETE PROPOSAL.**

**SUBMITTAL REQUIREMENTS LIST**

Firms shall submit one (1) original, four (4) copies, and (1) USB electronic copy of their qualifications and include the following:

	Transmittal Letter, as described in item #1, Introduction
	Qualification Sheet, page 6 in RFQ to be filled out
	Qualification of Staff
	Resumes for All Key Staff Participating in the Project including references
	Knowledge and familiarity with the project area
	Background and experience of firm on similar projects
	Familiarity with the practices and standards of wastewater treatment and disinfection systems
	Complete list of projects in which the respondent has provided engineering services for wastewater treatment systems engineering services, including governing body, type of project, amount and program year, references
	Timely completion of similar projects
	Available resources to complete the work
	Background & Experience of Sub-Consultants to the Applicant Firm
	APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING to be filled out

**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 Firm's Authorized Official

\_\_\_\_\_  
Name and Title of Firm'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.