

PUBLIC NOTICE

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS: The intent of this Request for Proposal (RFP) is to solicit from contractors, vendors, firms, or companies a proposal to provide a Temporary Fire Station for the TERREBONNE PARISH CONSOLIDATED GOVERNMENT – Houma Fire Department – Airbase Fire Station Facility due to Hurricane Ida on August 29, 2021.

Request for Proposals shall be signed and submitted no later than **2:00 pm on August 11, 2022**. Paper submissions may be delivered by USPS certified or registered mail with a return receipt requested or hand delivered to:

Terrebonne Parish Consolidated Government
Sharon Ellis, Purchasing Manager
301 Plant Road
Houma, LA 70363

Questions concerning the Request for Proposals document can be directed to Royal Engineers and Consultants, Chad Albert at calbert@royalengineering.net .

Terrebonne Parish Consolidated Government reserves the right to reject any and all Request for Proposals and to waive any informalities.

/s/Gordon Dove

Gordon Dove., Parish President
Terrebonne Parish Consolidated Government

Publish:

July 18, 2022

July 25, 2022

August 1, 2022

REQUEST FOR PROPOSAL (RFP)

FOR
TEMPORARY FIRE STATION

FOR
TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG)
HOUMA FIRE DEPARTMENT

AIRBASE FIRE STATION (TEMPORARY FIRE STATION FACILITY)

Due 2:00 PM, August 11, 2022

Issued By:

Terrebonne Parish Consolidated Government
Houma Fire Departments

And
Authorized Representative

Royal Engineers and Consultants, LLC

Terrebonne Parish Consolidated Government – Houma Fire Department

Temporary Fire Station – Airbase Fire Station Facility

REQUEST FOR PROPOSAL

Released: July 18, 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: RFP – Temporary Fire Station – Airbase Fire Station Facility
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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 involved with this company.
- 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 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 – Houma Fire Department

REQUEST FOR PROPOSAL – Temporary Fire Station – Airbase Fire Station Facility

SIGNATURE PAGE

In compliance with this RFP, 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 RFP (Print)

Title

Signature

Date

STATEMENT OF NEED

The intent of this Request for Proposal (RFP) is to solicit from contractors, vendors, firms, or companies a proposal to provide Temporary Fire Station for the TERREBONNE PARISH CONSOLIDATED GOVERNMENT – Houma Fire Department – Airbase Fire Station Facility due to Hurricane Ida on August 29, 2021.

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

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

- Provide tent facility designed to meet the short- and long-term needs described in the additional specifications (Exhibit B) and clarified through the Bidders Conference. Location of the facility is 120 James Rd., Houma, LA 70363
- Deliver, anchor, set-up, and establish functionality necessary for operation of the building.
- Tie into provided electrical meter pole.
- HVAC

CALENDAR OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If TPCG determines, in its sole discretion, that it is necessary to change any of the dates and times, it will issue an Addendum to this RFP. All listed times are applicable to local times for Houma, LA.

<u>DATE/TIME</u>	<u>ACTION</u>
July 18, 2022	Advertising of Request for Proposal
Same Day	Request for Proposal released to potential respondents
July 26, 2022	Last day and time for Respondents to submit written communications and/or inquiries
August 1, 2022	Addenda, if any, responding to written communications/inquiries
2:00 PM, August 11, 2022	<u>Deadline for Submittals</u>
None	Presentations, if invited to participate
TBD	Recommendation of selected Respondent to TPCG for approval

SECTION I: Specifications for Facilities

1. The structure must be ONE Stressed Membrane Structures measuring 60 ft wide by 60 ft long, measured maximum width by maximum length. Detailed list of required accessories as follows:
 - 2- Engineered Flat Ends
 - 1 -Louvred Opening(s) 46" x 18" c/w electrically operated damper & bird screen 1 - Electric Exhaust Fan 5000 CFM, Whisper Quiet- direct Drive (110 Volt/60Hz) 1- Single Personnel Door(s) c/w Hood, High Traffic Panic & Closer (3'0" x7'0")
 - 4 - 12' x 14" Rolling Service Doors; Electrically Operated (per tent)
 - 24- Interior Suspension Yernuts Maximum Load 75 LBS
 - Perimeter Flat Bar
 - Polyurethane Opaque membrane with Daylight Panel

(Or equivalent to the above specs)
2. No exterior guy ropes or cables shall be used for anchoring the structure.
3. There will be no exposed exterior horizontal purlins.
4. The structure shall be completely clear span with no interior supports of any description.
5. Any required miscellaneous steel components such as anchor bolts, cable bracing, base assemblies or attachment brackets must be zinc plated or galvanized.
6. All bolts used shall be zinc plated or galvanized with a minimum of Grade 5 specification.
7. All personnel doors, especially fire exits, must come complete with a protective all-weather hood system to shed rain away from the front of doors.
8. The structure shall be designed to meet the wind loads as outlined IBC 2015, 160 mph, 3 second gust, exposure 'C'.
9. All main structural arches and connecting purlins shall be 100% ALUMINUM utilizing a single I beam configuration.

10. The architectural membrane, when assembled and tensioned, shall be absolutely wrinkle free, and shall remain so indefinitely in hot and cold temperatures.
11. The individual architectural membrane panels on the center modules shall be one continuous section from one side, over the peak and down to the base at the other side and manufactured in such a way that no eave will exist.
12. In order to provide the introduction of natural light for daytime use, a continuous section of highly translucent white architectural membrane (daylight panel) shall be incorporated into the membrane along the peak of the structure. To minimize internal solar gain in the structure, the balance of the exterior architectural membrane shall be Sky Blue in color and complete with a blackout layer.
13. All exterior architectural membrane on the structure shall come complete with a protective exterior PVF film coating on the exterior surface of the membrane and a 12-year pro-rata guarantee. This membrane will possess the minimum quality and fire rating specifications as shown on Schedule A attached.
14. Structure Supplier must be an established manufacturer with at least 10 years of experience in the design fabrication and delivery of structures with the same basic specifications as above. Structure supplier is to provide 10 examples of similar structures that have been erected. Contact names and numbers as well as physical address of the 10 sites must be submitted.
15. Structure Supplier must supply a Technical Consultant on site for the full duration of the erection of the structure to provide information about structure assembly and erection to ensure structure is erected in accordance with its engineered design. All costs for the consultants' time, travel, meals and accommodation are to be included in the price submission.
16. Upon award of this contract, Structure Supplier is to supply detailed drawings and supporting calculations for the structure stamped by an engineer certified in the State of Louisiana.
17. Structure must contain HVAC System compliant with Fire Code Standards for water freezing.

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

Send Electronic Submittal to:

N/A

Clearly Marked on Outside Envelope and in Subject Line:

Request for Proposals – Temporary Fire Station – Airbase Fire Station Facility

Due Date: 2:00 PM, August 11, 2022

Instructions to Contractors

Respondents are to submit one (1) original complete submittal with signatures in blue ink 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 contractors 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 contractors 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 contractor 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 include but not be limited to, the submittal packet:

1. Signed Proposal Cover Sheet.
2. Products/Pricing
 - Describe and provide drawings of one tent facilities and services proposed, separated by requested function:
 - Fire Department apparatus facilities
 - Maintenance of the facilities (functional / operational maintenance such as electrical, plumbing, HVAC, and structural elements);
 - Other proposed services.
 - Describe pricing for tent facilities and services proposed, separated by requested function:
 - Fire Department apparatus facilities;
 - Other proposed services.
 - Describe pricing, if any, for warranties on facilities and services proposed, separated by requested function:
 - Describe payment methods

- Other factors relevant to this section as submitted by the proposer
3. Performance Capability
- Describe capability to deliver products and services in a responsive and timely manner.
 - Describe proposer's capacity to meet on-site service and warranty needs in a timely manner.
 - Describe customer service/problem resolution
 - Describe proposer's financial condition
 - Provide a list of municipal references
 - Provide instructional materials for the facility if available (a website link is sufficient)
 - Other factors relevant to this section as submitted by the proposer

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 RFP. 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 1/2" 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 RFP. 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 (20) pages. Brevity is a plus.

At the discretion of the respondent, a maximum of five (5) additional proposal related or marketing informational pages can be included in the submittal.

Detailed staff resumes including A 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 (20) pages of the main content or the five (5) additional pages of information.

Proposers are not allowed to include any qualifying statements or conditions to their bid. Providing any qualifying statement or conditions to the bid will result in grounds of forfeiture of the bid.

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 RFP and all clarifications, answers to questions, or changes to this RFP 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 Proposals.

Any person, contractor or corporation submitting a response is deemed to have read, understood and agreed to all terms, conditions and requirements set forth in this RFP, and also has visited the site and familiar with the site conditions. Respondent agrees to conform in general to the terms of this RFP, 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 Jason Broussard jbroussard@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 Jason Broussard, 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 RFP.

Inquiries concerning Request for Proposals should be emailed as follows:

Royal Engineers and Consultants
c/o Chad Albert
RE: RFP Temporary Fire Station – Airbase Fire Station Facility
calbert@royalengineering.net

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 RFP and/or issue addenda to the RFP, in the event it becomes necessary to revise any or part of the RFP. Addenda will be provided to all those who received the RFP.
4. Cancel or re-issue the Request for Proposals, 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 contractor location or services/equipment offered.
7. Waive any informalities or regularities.
8. Award to single contractor.
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: Contract Terms, Pricing Conditions and Supplemental Information

Contract Terms

1. The selected Contractor will provide the required building within 30 days of the Notice to Proceed.
2. The Purchasing Contract will be awarded to the vendor whose proposal conforms to the Notice and is most advantageous and cost effective to TPCG.
3. The following additional agreements will be executed between the designated Contractor and TPCG to be effective on August 15, 2022, or later;
 - a. Facility Purchasing and Services Agreement
 - b. Maintenance Agreement/Warranty Terms
 - c. Agreement pertaining Insurance and other Liabilities

All supplemental contracts and agreements to the Purchase Contract must be approved as to both form and content by the Director of Finance and TPCG Attorney. All supplemental contracts and agreements will be attachments to the Leasing Agreement.

4. If a Contractor does not deliver the building within thirty (30) calendar days after being notified of selection, TPCG may give notice to the Contractor of TPCG's intent to select the next most qualified proposing Contractor or call for new proposals, whichever TPCG deems most appropriate.

PURCHASING SERVICES TO BE PROVIDED

1. Tent facilities to house TPCG – Houma Fire Department – Airbase Fire Station's apparatus. The purpose of the Purchasing agreement is to provide facilities for TPCG's fire apparatus as part of the emergency response following Hurricane Ida.
 - a. Additional Charges: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

SECTION IV: General Terms and Conditions

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 contractor 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 contractor to ensure that the properly marked and sealed submittal package arrives at TPCG by the due date and time.

Governing Law and Venue

This RFP 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 contractor 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

Contractor 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 contractor 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 contractors for services and/or commodities similar to those specified within this RFP.

Limitations of Remedies and Indemnification

Any contractor awarded the RFP 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 contractor's employees or agents. TPCG will not be liable for any damage or injury to the contractor's employees or its properties. TPCG does not agree to indemnify the vendor.

The contractor 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 contractor.

The contractor 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 RFP may only be amended in writing and signed by the contractor and TPCG using the same degree of formality evidenced in the contract resulting from this RFP.

The contractor 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 contractor 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 contractor if the contractor 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 contractor 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:

Royal Engineers and Consultants
c/o Chad Albert
RE: RFP Temporary Fire Station – Airbase Fire Station Facility
301 Plant Road
Houma, LA 70363

Each insurance policy maintained by the Contractor 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 Contractor shall maintain the following:

1. General Liability Insurance

The Contractor 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 Contractor 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 Contractor 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. The Contractor shall provide certification of such insurance and a copy of the policy upon request.

3. Auto Liability Insurance

The Contractor 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 Contractor 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 Contractor 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

1 EQUAL OPPORTUNITY PROVISIONS

During the performance of this Agreement, Contractor agrees to comply with Equal Opportunity laws as modified. Specifically:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor 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. Contractor 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.
- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. Contractor 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.
- d. In the event of Contractor'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 Contractor 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.
- e. Contractor 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 subcontractor or vendor. Contractor 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 Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- f. Certificate of Non-segregated Facilities. Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Agreement.

2 EXTENSIONS 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. The Contract right may not be assigned without mutual written consent of the parties.

3 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.

4 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.

5 CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

Contractor 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).

6 DEBARMENT AND SUSPENSION

Contractor 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 contractor eligibility of award of contract.

7 BYRD ANTI-LOBBYING AMENDMENT AND CERTIFICATION

Contractor 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.

8 PROCUREMENT OF RECOVERED MATERIALS

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

9 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor 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 contractor 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.

10 DHS SEAL, LOGOS, AND FLAGS

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

11 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, contractor, or any other party pertaining to any matter resulting from the contract.

12 PROGRAM FRAUD, FALSE OR FRAUDULENT STATEMENTS, RELATED ACTS

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

13 ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- a. The Contractor and Subcontractors agree 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 Contractor or Subcontractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor and Subcontractors 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 Contractor and Subcontractors 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.

In compliance with the Disaster Recovery Act of 2018, the (the non-federal entity), Contractor and Subcontractors 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.

14 CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or 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 Cooperative prior to occurring or Contractor may not be paid for work performed.

15 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. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16 CONFLICT OR INCONSISTENCY

In the event of any conflict or inconsistency between the terms and provisions of this Exhibit and the terms and provisions of the Agreement between Contractor and Owner the terms and provisions of this Exhibit shall control.

17 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

The Owner desires to strengthen its local community engagement by proactively seeking eligible business enterprises that represent the communities that it serves. The Owner does not discriminate based on social and

economic disadvantage, race, color, sex, gender, age, disability or national origin. All small and minority-owned firms and women's business enterprises are encouraged to submit proposals statements. Contractor must take reasonable affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps are required for the hiring of any subcontractors under this contract. Affirmative steps may include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

18 DAVIS BACON LABOR STANDARDS

The Contractor shall abide by laws set forth in the Davis-Bacon Act of 1931 which states that all laborers and mechanics employed by recipients, the recipient's contractors, or subcontractors on this project shall be paid wages at rates no less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 United States Code. Additionally, with respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Number 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and The Copeland Act of Title 40 (40 U.S.C. § 3145). Prevailing Wage Determination Schedules, as determined by the United States Department of Labor, are provided in the Appendix. Prevailing Wage Determination Schedules are subject to modification by the United States Department of Labor. The Contractor is responsible for utilizing the most current Prevailing Wage Determination Schedule. These documents can be downloaded from the following link: <http://www.wdol.gov/dba.aspx#3>. Modifications to Prevailing Wage Determination Schedules shall be effective if received (or posted) no less than 10 days prior to bid opening.

19 Not To Exceed

Compensation for work being performed under this contract will be a Not To Exceed (NTE) amount as specified in the contract. Schedule of Values and Rates outlines the agreed upon rates for the services covered by this Agreement.

NO PROPOSAL NOTIFICATION

**Terrebonne Parish Consolidated Government
Request for Proposals – Temporary Fire Station – Airbase Fire Station Facility**

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.

Vendor Name **WILL NOT SUBMIT A RESPONSE**

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

ATTACHMENT A

Site Layout

ATTACHMENT B

Scoring Sheet

SELECTION: Terrebonne Parish Consolidated Government will apply the following selection criteria and weighting factors to evaluate the Request for Proposals.



Terrebonne Parish Consolidated Government
 8026 W. Main St.
 Houma, LA 70360

Request for Proposal (RFP) to Provide: Temporary Fire Station – Airbase Fire Station Facility

Individual Scoring Sheet

By: _____

Date: _____

Firm: _____

Evaluation Criteria	Max. Pts.	Points	Comments
Meeting the legal qualifications and the terms and conditions specified	5		
Completeness of the Proposal Form, including pricing	20		
Submission of the required information	10		
Ability to deliver the facilities in a timely and responsive manner	30		
Concept and proposed solutions, including responsiveness to terms and conditions, completeness, and thoroughness of plan to provide the temporary building and services described	15		
Financial condition of the proposer	10		
Experience and success in providing facilities to municipal governments in Louisiana	10		

Totals: 100