

**T e r r e b o n n e P a r i s h C o n s o l i d a t e d
G o v e r n m e n t**

**T e m p o r a r y L o n g - T e r m G e n e r a t o r s ,
H o u m a G e n e r a t i n g S t a t i o n**

A d d e n d u m # 2



Purpose: *Addendum #2*

Subject: *TPCG Hurricane Ida Recovery*

Today's Date: *3/27/23*

Addendum #1	This Addendum forms part of the Proposal Documents and modifies and clarifies the original Proposal Documents for the project as noted below. Acknowledge receipt of this Addendum in the Proposal. Proposer is responsible to disseminate this Addendum to all subcontractors concerned.
Specification & Contract Document Revisions	<ol style="list-style-type: none"> 1. See recent inquiries below (Questions). 2. Additional FEMA vendor requirements added as Exhibit "A". 3. Proposal Date and Time is postponed. Proposals/Qualification Statements are due on or prior to 3:00 p.m. on Thursday, April 13th, 2023. 4. Questions: all remaining questions are due by 4:00 p.m. on Monday, April 3rd, 2023.
Clarifications	<ul style="list-style-type: none"> • Exhibit "A" has been included in the RFP Documents • Q/A provided shall become part of the RFP.
Questions	<ol style="list-style-type: none"> 1. Question 1: Due to the location, elevation, and proximity of a Hurricane and aftermath flooding. Equipment vendor would like the option of transporting equipment off site to higher ground, within notification of 72 hours potential landfall. Transport costs would be in addition to the monthly lease payments. Response: Equipment removal from the site to avoid weather related events is not allowed. The purpose of this project to provide emergency power to critical infrastructure as soon as the distribution network is available. Contractor may wish to consider elevating assets and provide stairs and platforms for access to mitigate flood concerns. 2. Question 2: In the event that equipment cannot be taken offsite during an impending natural disaster, the equipment vendor would ask for \$1M deposit (which would go against future AR, assuming equipment is not damaged during term of lease agreement). In addition, 1st months lease pre- payment upfront before load in. Response: Equipment removal from the site to avoid weather related events is not allowed. A \$1M deposit will not be paid by TPCG. It is the bidder's responsibility to insure his/her assets and include the insurance cost as part of his/her total bid price.

Exhibit A – Compliance Provisions

C.1 EQUAL OPPORTUNITY PROVISIONS

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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.

C.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.

C.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.

C.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.

C.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).

C.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.

C.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.

C.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.

C.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.

C.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.

C.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.

C.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.

C.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.

C.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.

C.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.

C.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.

C.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 qualifications 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.

C.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.