

REQUEST FOR PROPOSAL

**TO PROVIDE POST-DISASTER DEBRIS
MANAGEMENT AND MONITORING SERVICES**



RFP NO. 20-6537

**Proposal Receipt Date: February 20, 2020
Proposal Receipt Time: 12:00 p.m. noon (CST)**

**City of Kenner
Finance Department
1601 Rev. Richard Wilson Drive, Building D
Kenner, Louisiana 70062**

Telephone No.: (504) 468-4049

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REQUEST FOR PROPOSALS

TO PROVIDE POST-DISASTER DEBRIS MANAGEMENT AND MONITORING SERVICES

PART I – ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

The City of Kenner is soliciting proposals for a firm to provide disaster debris monitoring and management services for the City of Kenner. The Contract shall include providing personnel to monitor emergency road clearing, curbside debris collection, operation of citizen's debris drop-off sites, oversight of Debris Management Sites (DMS), monitoring loads delivered to the landfill(s), monitoring and management of Private Property Debris Removal (PPDR), including demolitions of unsafe structures, reconciling load tickets, certifying trucks, resolving damage claims and residents' complaints, reviewing and approving debris collection contractors invoices, right-of-entry acquisition, etc.

1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bonafide, qualified proposers who are interested in providing Scope of Work as defined in Part II hereof.

1.1.2 Goals and Objectives

The objective of the Request for Proposals (RFP) process is to achieve a contract agreement with the successful Proposer which is most advantageous to the City of Kenner in price, quality of service and terms of contract.

Proposers must be experienced in emergency response services, specifically in providing disaster debris collection and related services for emergency events and knowledgeable regarding FEMA regulations. Proposers must provide a minimum of three (3) references, with current contact information, for projects of similar scope and size completed within the last five (5) years.

This resulting contract from this RFP may be eligible for FEMA reimbursement..

1.2 Schedule of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	February 5, 2020; 4:00 p.m. CDT
Deadline for receiving Proposer inquiries	February 12, 2020; 2:00 p.m. CDT
Issue response to Proposer inquiries	February 14, 2020; 2:00 p.m. CDT
Proposal submission deadline	February 20, 2020; 12:00 p.m. CDT

Note: The City of Kenner reserves the right to amend and/or alter this Calendar of Events as it deems necessary.

1.3 Proposal Submittal

All proposals shall be received by the City of Kenner Purchasing Department no later than date and time shown in the Schedule of Events.

Important: Clearly mark outside of envelope, box or package with the following information and format:

- Proposal Name: POST-DISASTER DEBRIS MANAGEMENT AND MONITORING SERVICES
- Proposal No.: 20-6537
- Proposal Receipt Date: February 20, 2020 12:00 PM NOON CDT

Proposals will be received at:

City of Kenner Finance Department
1601 Rev. Richard Wilson Drive
Bldg. D, 1st Floor
Kenner, Louisiana 70062

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The City of Kenner Purchasing Department is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal receipt date and time shall result in rejection of the proposal.

PROPOSALS SHALL NOT BE OPENED PUBLICLY.

1.4 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. Cover Letter: Containing summary of Proposer's ability to perform the services described in the RFP and confirming that Proposer is willing to perform those services and enter into a contract with the City. The cover letter must be signed by a person having authority to commit the Proposer to a binding contract. If Proposer is an agency, corporation, partnership,

company, or other legal entity, the president, vice-president, secretary, treasurer, member, manager, or other authorized agent must sign the proposal, AND satisfactory evidence of the authority of the person signing for the agency, corporation, partnership, company, or other legal entity shall be attached to the proposal.

Proposers should exhibit their understanding and approach to the project services requested and address how each element will be accomplished.

- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Proposer Qualifications and Experience: History and background of Proposer, financial strength and stability, experience with related services to governmental entities, existing customer satisfaction, demonstrated volume of merchants, etc. If financial strength is confidential, please clearly mark as confidential in accordance with Section 1.5.
- D. Technical Proposal: Illustrating and describing compliance with the RFP requirements.
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of plan for full implementation of services. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. Financial Proposal: Proposer's costs shall be submitted using Attachment B "Price Schedule". This financial proposal shall include any additional services (and the related costs) the Proposer wishes to have considered in the contractual arrangement with the City of Kenner. Such additional services and related costs may be submitted as a separate attachment.

1.4.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response along with six (6) additional copies of the proposal.

1.4.2 Legibility/Clarity

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

1.5 Confidentiality

All documents submitted to the City of Kenner are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

If a Proposer deems any document submitted to the City under this RFP contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under Louisiana Constitution Article I, §5, LSA-R.S. 44:4 or 4.1, or other provisions of law, the Proposer shall clearly mark the documents as “Confidential” prior to delivering or making them available to the City.

- (1) If the City receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the Proposer of such request;
- (2) Provided, however, that if any action is commenced against the City under the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, or otherwise seeking to compel production or disclosure of the documents, the Proposer or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold the City harmless from any costs, damages, penalties or other consequences of the City’s refusal to disclose or produce such documents. Failure of the Proposer to immediately intervene in such legal action, will authorize the City to voluntarily provide the information for disclosure under the supervision of the court;
- (3) The City assumes no liability for disclosure or use of any document or portion of this RFP that has not been clearly marked as “confidential,” or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.
- (4) The Proposer is to mark the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend:

“The data contained in Page(s) ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City of Kenner shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City of Kenner’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “**CONFIDENTIAL**”.

The Proposer shall not mark the entire proposal “confidential” or as information constituting an exception to Louisiana’s Public Records Act. If an entire response, submittal or proposal is so marked, the City of Kenner shall not consider the proposal for an award of the contract.

Nothing herein shall prohibit the City of Kenner from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other city or parish agency, person or organization for the sole purpose of assisting the City in its evaluation of the proposal. The City shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

1.6 Proposal Clarifications Prior to Submittal

1.6.1 Pre-Proposal Conference

NOT REQUIRED FOR THIS RFP.

1.6.2 Proposer Inquiries

The City of Kenner will consider written inquiries regarding RFP requirements before the date specified in the Schedule of Events. The City of Kenner reserves the right to modify the RFP should a change be identified that is in the best interest of the City of Kenner.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the address below by 12:00 p.m. NOON CST on the date specified in Section 1.2 “Schedule of Events”. Any and all questions directed to purchasing@kenner.la.us, Contract Specialist, will be deemed to require an official response. All inquiries and answers must be in writing and received in accordance with the Schedule of Events. Any communications from any individual other than the Contract Specialist are not binding on the City of Kenner. Answers to questions that change or substantially clarify the solicitation shall be issued by addendum and provided to all prospective Proposers.

Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

City of Kenner Finance Department
1601 Rev. Richard Wilson Drive
Bldg. D, 1st Floor
Kenner, Louisiana 70062
E-Mail: purchasing@kenner.la.us
Phone: 504-468-4049

1.7 Proposal Guarantee

NOT REQUIRED FOR THIS RFP.

1.8 Performance Bond

The successful proposer shall be required to provide performance (surety) and labor and materials bonds in the amount of one hundred percent (100%) of the bid price based on the bid submitted at the time of the disaster to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and the City. The performance bond shall be subject to forfeiture or failure on the part of the successful proposer to perform its obligations under the contract. Said bonds shall be provided within twenty-four (24) hours of issuance of a notice to proceed by the City.

1.9 Changes, Addenda, Withdrawals

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal opening. Such shall meet all requirements for the proposal. If the Proposer chooses to withdraw his proposal response, the withdrawal notice shall be in writing and received prior to proposal opening.

1.10 Cost of Offer Preparation

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions, if any, and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

1.11 Non-Negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.12 Taxes

Any taxes, if applicable, shall be assumed to be included within the Proposer's cost.

1.13 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the City reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.14 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The City of Kenner shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.15 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit a proposal determined to be reasonably susceptible of being selected for award. However, a proposal may be accepted without such discussions and an award made on the basis of the initial offers, so proposals should be complete and reflect the most favorable terms available from the Proposers.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the City's understanding of any or all of the proposals submitted. Neither negotiations nor changes to the proposal will be allowed during these discussions. Proposals may be accepted without such discussions.

1.16 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the Successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.17 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the City's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the City may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The City of Kenner must approve the final contract form and issue a purchase order, if applicable, or contract, to complete the process.

1.18 Cancellation of RFP or Rejection of Proposal

The City of Kenner reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so.

1.19 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the City of Kenner for the purpose of selecting the Proposer with whom the City will contract.

To evaluate all proposals, an evaluation team whose members have expertise in various areas has been selected. This evaluation team will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Recommendation for award shall be made to the Mayor for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City of Kenner, price and other factors considered.

The evaluation team may reject any or all proposals if none are considered in the best interest of the City.

1.20 Award

Award shall be made to the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the City of Kenner, considering price and other factors.

The award may be made on the basis of the initial offer or as noted in Section 1.15.

1.21 Notice of Intent to Award

The evaluation team's recommendation for award shall be submitted to the Mayor of the City of Kenner for selection.

After selection by the Mayor, all unsuccessful Proposers will be notified as to the outcome of the evaluation process.

1.22 Insurance Requirements

Proposer shall furnish the City with certificates of insurance affecting coverage(s) required by the RFP (see Attachment "A"). The certificates for each insurance policy are to be signed by the person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City before contract execution. The City reserves the right to require complete certified copies of all required policies at any time.

1.23 Subcontractor Insurance

The Proposer 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 for the Proposer.

1.24 Indemnification

Notwithstanding the above, the successful Proposer shall protect, defend, indemnify, save and hold harmless the City of Kenner, all city departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful Proposer, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the successful Proposer as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the City, its agents, and/or employees. The successful Proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

1.25 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP.

1.26 Payment for Services

The Proposer shall invoice the City of Kenner at the completion of the project. Payments will be made by the City of Kenner approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Human Resources Department or Department Head. Invoices shall include the contract name, contract number, using department and specific date or dates services were provided and detail of services provided. Invoices submitted without the referenced information or any additional requested backup documentation will not be approved for payment until the required information is provided.

1.27 Termination

1.27.1 Termination for Cause. The City may terminate this contract for cause based upon the failure of the Proposer to comply with the terms and/or conditions of the contract; provided that the City shall give the Proposer written notice specifying the Proposer's failure. If within ten (10) days after receipt of such notice, the Proposer shall not have either corrected such failure or thereafter proceeded diligently to complete such correction, then the City may, at its option, place the Proposer in default and the contract shall terminate on the date specified in such notice. The Proposer may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the City to comply with the terms and conditions of this contract; provided that the Proposer shall give the City written notice specifying the City's failure.

1.27.2 Termination for Convenience. The City may terminate any contract entered into as a result of this RFP at any time for convenience by giving thirty (30) days written notice to the Proposer. The Proposer shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.27.3 Appropriations Dependency. The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Kenner City Council. If the Council fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Mayor to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.28 Assignment

Assignment of the contract, or any payment under the contract, requires the advanced written approval of the City of Kenner.

1.29 No Guarantee of Quantities

The City of Kenner does not guarantee that items listed in Scope of Services will provide a complete system. The Proposer shall provide all materials, labor, and equipment, whether specified or not, to provide a complete working system.

The quantities referenced are estimated. In the event a greater or lesser quantity is needed, the right is reserved by the City to increase or decrease the amount, at the unit price stated in the proposal. The City of Kenner does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

1.30 Audit of Records

The monitoring and auditing of the Proposer's records shall be allowed to the City of Kenner Finance Department, the Emergency Management Department, and any other appropriate entities.

1.31 EEOC and ADA Compliance

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistant Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1972, and the Contracting Party agrees to abide by the requirements of the American with Disabilities Act of 1990.

The Contracting Party shall keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect his employees or prospective employees.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

1.32 Record Retention

The Proposer shall maintain all records in relation to this contract for a period of at least five (5) years from completion of the project.

1.33 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Proposer in connection with the performance of the services contracted for herein shall become the property of the City of Kenner, and shall, upon request, be returned by Proposer to the City of Kenner, at Proposer's expense, at termination or expiration of this contract.

1.34 Content of Contract/Order of Precedence

In the event of a conflict among documents, the order of precedence which shall govern is as follows: 1) the final contract; 2) the Request for Proposal (RFP) and addenda (if any); and 3) the contractor's proposal.

1.35 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the City of Kenner.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Proposer change through the Assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.36 Substitution of Personnel

The City intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Proposer or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification may be requested by the City for approval prior to any personnel substitution. It shall be acknowledged by the Proposer that every reasonable attempt shall be made to assign the personnel listed in the Proposer's proposal.

1.37 Force Majeure

The Proposer or City of Kenner shall be exempted from performance under the contract for any period that the Proposer or City of Kenner is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic or court order, provided the Proposer or City of Kenner has prudently and promptly acted to take any and all corrective steps that the Proposer or City of Kenner can promptly perform. Subject to this provision, such nonperformance shall not be considered cause or grounds for termination of the contract.

1.38 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana and the City of Kenner Code of Ordinances; purchasing rules and regulations; standard terms and conditions, including specifications listed in this RFP.

1.39 Claims or Controversies

Proposer does, by signing a contract pursuant to this RFP with the City, agree that the contract is made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The contractor hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

PART II – SCOPE OF SERVICES

2.1 Scope of Services

Successful Proposer(s) shall provide services required for disaster debris management services, and monitoring services in accordance with *FEMA 327 Public Assistance Debris Monitoring Guide*. Tasks to be performed include, but are not limited to, the following:

1. Immediately after a disaster, provide a sufficient number of personnel to monitor emergency road clearing (first push) and canal clearing, as needed.
2. Within twenty-four (24) hours after issuance of notice to proceed, the Proposer(s) shall assist the City in determining Right-of-Way (ROW) Debris Removal zone assignments to the debris collection contractor(s), and establishing preliminary debris collection schedules throughout the City.

3. Within twenty-four (24) hours of issuance of a Notice to Proceed, and weekly thereafter, Proposer(s) shall attend a kick-off meeting with the Department of Public Works and the debris removal contractor(s), FEMA, GOHSEP, LDEQ and other federal and/or state agencies.
4. Within twenty-four (24) hours of the issuance of the Notice to Proceed, the Proposer(s) shall provide a sufficient number of employees to safely and efficiently monitor the Residential Temporary Storm Debris Drop-off Sites as needed.
5. Within twenty-four (24) hours of the issuance of the Notice to Proceed, the Proposer(s) shall provide a sufficient number of employees to safely and efficiently oversee and monitor the Debris Management Sites (DMS), as needed.
6. Provide the City with a copy of and implement site plan and health and safety plan for the Residential Temporary Storm Debris Drop-off Sites and Debris Management Sites.
7. Within twenty-four (24) hours of the issuance of the Notice to Proceed, Proposer(s) shall provide inspectors to monitor debris collection on right-of ways (ROW), Residential Temporary Storm Debris Drop-off Sites, Debris Management Sites (DMS) sites, disposal sites and private properties as-needed, including assessment of any damage caused or allegedly caused by debris removal contractors. ROW monitors shall locate and GPS debris piles, downed trees and other disaster debris locations.
8. Implement a Health and Safety Plan to address all aspect of the field work performed by Proposer(s) personnel and its subcontractors. The debris removal contractor will be responsible to provide for the health and safety of their workers and their operations.
9. Within twenty-four (24) hours of the issuance of the Notice to Proceed, Proposer(s) shall implement truck certification program and provide monitors and oversight.
10. Within seventy-two (72) hours of the issuance of the Notice to Proceed, the Proposer(s) shall implement a Geographic Information System mechanism, including street maps, to be available on the City website for residents to track first and all subsequent passes of right-of-ways for storm debris collection.
11. Proposer(s) shall develop and maintain a load ticket database, using Microsoft Excel entering the data daily and resolving discrepancies with hauling contractors to facilitate invoicing and FEMA reimbursement.
12. Proposer (s) shall establish a local field office.
13. Proposer(s) shall provide and operate a phone line for citizens to call in requests or complaints from 8:30 a.m. to 5:00 p.m. daily and provide a recordable answering machine for after-hour callers.
14. Proposer(s) shall review and approve invoices from debris removal contractor(s).
15. Proposer(s) shall coordinate with the debris removal contractor(s) to resolve collection problems and citizen complaints.
16. Proposer(s) shall collect Right of Entries (ROE) and provide monitors for Private Property Debris Removal (PPDR) assessments, if necessary.
17. Proposer(s) shall prepare packets and provide monitors and oversight for PPDR and demolition programs, if necessary.
18. In the event that the Corps of Engineers provide their services in a Direct Federal Mission, tasks herein that are not covered by Corps of Engineers staff will be carried out per Work Orders issued to the Proposer(s) by the City.
19. Proposer(s) shall be knowledgeable of FEMA regulations pertaining to debris collection, monitoring and management, keeping abreast of any changes thereto, and advising the City on compliance with and implementation of same.

20. Other storm debris management services as needed and authorized by the City.

2.2 Utilizing Resources in Disaster Area

The Contractor shall, to the extent practical, give priority to utilizing resources in the City including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers. A good faith effort should be made to employ local contractors to perform at least 25% of the work. Proposer shall furnish a list and copies of letters of intent with local subcontractors with the Proposal.

2.3 Deliverables

At a minimum, the Proposer(s) shall provide the City monthly verified invoices from each debris collection contractor with all documentation needed to obtain FEMA reimbursement. Proposer(s) shall provide a weekly status report indicating how much of each type of debris was collected in each zone that week and a list of damage claims with a status of resolution. Every Proposer should describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided. Proposer shall provide a daily update on the City website showing streets that were collected the previous day and the progress made on each debris collection pass overall.

2.4 Damages

The Contractor shall repair all roadways, sidewalks, utilities, fences, driveways, roofs, drainage structures and other features which are damaged by Contractor operations, including same damages to adjacent public and private properties. This will include re-sloping damaged surfaces to original grade and filling of all ruts caused by equipment and trucks. The Contractor shall respond to damage claims within seven (7) days upon receipt of same by the homeowner or the PDA and shall settle valid claims within thirty (30) days. The PDA shall have final authority over damage assessment and dispute resolution. Contractor shall, weekly, provide the City with a spreadsheet listing the name, address and telephone number of all residents claiming damage, a summary of claim, and a status report of the resolution. All repair work will be under the supervision of the Kenner Public Works Department and work will be in accordance with the Departments standards and specifications.

The Contractor shall hold forever harmless the City, its elected officials, agencies, boards and commissions, employees, representatives, PDA, servants and its insurers, from any and all claims, damages, losses, demands, expenses, fines, legal fees, and liability as a result of the actions or inactions by the Contractor, its employees, representatives, and/or Sub-Contractors in the performance of work under this contract and further from claims, damages, losses, demands, expense, fines, legal fees, and liability that may result from any compliance or non-compliance imposed by such regulatory authorities. The Contractor's payment shall be held from each site wherein a damage claim has been received or damage has been confirmed by the PDA until such time that the claim has been mitigated for payment.

2.5 Period of Agreement

The initial term of the contract will be for a period of fourteen (14) months, beginning December 5, 2019 and running through February 28, 2021. The City of Kenner requires the option to extend the contract for an additional two one-(1)-year period reckoning from the initial term and including the two-year extension/renewal terms. The Proposer further agrees to a month-to-month extension of the contract pending any new solicitation or RFP process and contract award by the City of Kenner.

2.6 Price Schedule

The service fees provided by the Proposer shall include all labor, equipment, collection, hauling, operation, and other related services and costs delineated in the Contract documents. There will be no adjustment in cost due to increases or decreases in quantities, labor rates or transportation costs, except as provided by the Consumer Price Index (CPI) adjustment described in the following Section.

Price proposals must be submitted in separate sealed envelopes that will remain sealed until such time after the evaluation committee makes its evaluation of the proposals on all factors and criteria state in the RFP. The price proposals shall not be included in the evaluation criteria.

Pricing should be submitted on the Fee Schedule furnished in Attachment “B.” All prices proposed shall be firm and inclusive of all additional costs and expenses, including shipment. Prices submitted shall remain firm for the term of the contract, unless otherwise negotiated.

Proposer shall provide a proposed price schedule for all requested items. Negotiated prices submitted shall be firm for the term of the contract.

2.7 Escalation and De-escalation

The service fees for post-disaster debris collection, processing and disposal will be adjusted upward or downward annually beginning on July 1, 2020, and on that date every year thereafter, based on the percentage change in the Consumer Price Index. The annual adjustment will equal a U.S. City Average 12 month percentage change in the All Urban Consumers—All Items Index (CPI-U) as compiled by the Bureau of Labor Statistics and adopted by the Kenner City Council in that year’s annual budget or 5 % whichever is less.

2.8 Location

The location where the service is to be performed is the City.

2.9 Proposal Elements

Format shall be completed per the description in Section 1.4.

2.10.1 Proposer Qualifications and Experience

History and background of Proposer, experience with monitoring and management of post –disaster debris collection, knowledge of FEMA regulations regarding disaster debris monitoring and management.

Each proposer should address the qualifications of the firm, including, but not limited to:

Resumes for project managers, field supervisors, crew leaders and any other key personnel to be assigned to this project, including those of subcontractors, if any;

References for a minimum of three (3) parishes or counties, municipalities, or private firms for whom similar or larger scope services have been provided within the last five (5) years or are currently being provided. Include a contact person and telephone number for each reference;

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Parish to consider.

2.10.2 Technical Proposal

Each proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements);

Plans for training;

Provision for monitoring services, including number of monitors, crew leaders and field supervisors per number of crews;

Information demonstrating the Proposer’s understanding of the nature and scope of this project, including knowledge of FEMA regulations.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the City to consider.

2.10.3 Cost Proposal

The Cost Proposal submitted to City of Kenner should be clearly marked “**Cost Proposal in Response to Post Disaster Debris Management and Monitoring Services for the City of Kenner**” and should be submitted separately from the Technical Proposal in a separate envelope.

Technical Proposals shall be evaluated and scored prior to the opening of the sealed cost proposals. The price offered in the Cost Proposal must be the final and best offer.

PART III – EVALUATION

The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the City of Kenner, not on the basis of what may be inferred. The maximum points of the total criteria shall equal 100.

3.1 Technical/Qualifications and Cost Proposal

Proposer should submit a proposal that should include enough information to satisfy evaluators that the Disaster Debris Management and Monitoring Services Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all areas requested.

The Cost Proposal shall be submitted to City of Kenner and should be clearly marked “**Cost Proposal in Response to Post Disaster Debris Management and Monitoring Services for the City of Kenner.**” The Cost Proposal should be submitted separately from the Technical as well as Qualifications Proposal and placed in a separate envelope.

3.2 Evaluation

Technical and Cost Proposals shall be submitted and evaluated separately. Technical Proposals shall be evaluated and scored prior to the opening of the sealed cost proposals. The price offered in the Cost Proposal submitted in Attachment B must be the final and best offer.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified in the following table:

Criteria	Maximum Score
Qualifications and Experience	30
Technical	30
Cost	40
Total Score	100

3.2.1 Proposer Qualifications and Experience (Maximum of 30 Points)

Certified supporting data regarding proposer’s qualifications and experience shall be submitted with proposal. Qualification data shall include at a minimum the following information:

Contractor’s historical background and experience on disaster recovery projects, including the Contractor’s previous experience on similar sized projects in similar sized communities and with proposed joint ventures and key Subcontractors.

The Contractor’s background should include the number of years that the company has been in existence, the number of years the organization of the disaster recovery team has been in existence, and the Contractor’s history and experience working with the proposed joint venture or major Subcontractors on disaster recovery and debris removal. Resumes of all key personnel, both prime contractor and subcontractors, and reference

letters shall be submitted.

Evidence regarding proposer’s capacity for timely completion of the project shall be submitted with proposal. Evidence of proposer’s ability to timely complete the project shall include at a minimum the following information:

An organization chart of key personnel assigned to work on this project. The Contractor must provide reasonable assurance that the identified personnel will be available to work on future projects and are not contractually obligated to other projects (e.g. residential collection contracts, solid waste transfer contracts, or other disaster debris removal contracts).

A list of all other debris contracts in the Gulf Coast region, including Florida, Alabama, Mississippi, Louisiana and Texas shall be submitted with proposal. These contracts should include those with all federal, state and local agencies, non-profits, and private entities, and shall include the value of each contract and contract period. These contracts shall include those for debris clearing, collection, processing, disposal, demolition, tree removal, drainage system cleaning, stump removal, and any other pertinent contracts that may affect the contractor’s ability to complete this work on a timely schedule.

The types and quantities of recovery equipment to be used under this Contract must be identified. The Contractor must clearly identify that equipment owned by the Contractor separately from the equipment available from other sources, and the geographic location where the equipment is housed. The City expects personnel, subcontractors and equipment identified in the Proposal response to be available for work to complete services identified under this RFP in a timely manner. The City further expects that the identified equipment will be sufficiently maintained so as to be available to operate in a safe and reliable manner.

Reasonable assurance that all equipment identified for disaster recovery will be available and are not contractually obligated to other projects (e.g. residential collection contracts, solid waste transfer contracts, or other disaster debris removal contracts).

The following criteria will be evaluated:

- A. Specific Experience –similar or larger scope of services provided within past five (5) years (10) _____
 - B. Personnel- experience of management staff, experience in similar size and scope projects, etc. (10) _____
 - C. References for at least three parishes or counties, states, municipalities, or private firms for whom similar or larger scope services have been provided within the past five (5) years. Include a contact person and telephone number for each reference. (10) _____
- Qualifications and Experience (Maximum of 30 points) (30) _____

3.2.2 Technical Proposal (Maximum of 30 Points)

The following criteria are of importance and relevance to the evaluation of this RFP. Such factors, listed in order of importance, may include but are not limited to:

- A. Technical Approach Provision for monitoring services, including number of monitors, crew leaders and field supervisors per number of crews (10) _____
 - B. Information demonstrating the Proposer’s understanding of the nature and scope of this project, including knowledge of FEMA regulations. (5) _____
 - C. Plans and/or schedule for implementation (10) _____
 - D. Plans for training and safety (5) _____
- Technical Proposal (Maximum of 30 points) (30) _____

3.2.3 Cost (Maximum of 40 Points)

The proposer with the lowest cost shall receive the maximum score for cost. Other proposers will receive a cost score computed as follows:

$CS = (LPC/PC)*X$

- Where: CS = Computed cost score for Proposer
- LPC = Lowest proposed cost of all Proposers
- PC = Proposer’s Cost
- X = 20

If there is reason to believe that an unreasonably low proposal has been submitted, the City of Kenner may reject the proposal on the basis that the proposer may not be able to properly complete the engagement.

The following criteria will be evaluated when reviewing the proposals: The proposal will be evaluated in light of the material and the substantiating evidence presented to the City of Kenner, not on the basis of what may be inferred.

Technical Proposal (Maximum of 40 points) (40) _____

TOTAL POINTS **Maximum of (100) Points** _____

PART IV PERFORMANCE STANDARDS

4.1 Performance Requirements

The objectives of this contract are to provide the City of Kenner with post-disaster debris monitoring and management services. As such, the Proposer shall be required to perform in a manner that allows for debris to be removed from the streets as quickly as possible at the lowest cost possible.

4.2 Performance Measurement / Evaluation

Performance under this contract shall be evaluated by how quickly and efficiently disaster debris is removed from the City of Kenner following issuance of a Notice to Proceed. Costs should be minimized and rates to be used will be reasonable and customary under FEMA guidelines. The proposer will be evaluated on how well he follows FEMA guidelines, and his recordkeeping ability that will allow the City to receive the maximum.

ATTACHMENT A – INSURANCE
ATTACHMENT B – PRICE SCHEDULE
ATTACHMENT C – AFFIDAVIT
ATTACHMENT D – CORPORATE RESOLUTION
ATTACHMENT E – SIGNATURE PAGE
ATTACHMENT F – SAMPLE SERVICES AGREEMENT
ATTACHMENT G – FEDERAL PROVISIONS

CITY OF KENNER

GOODS AND SERVICES VENDORS FOR CONTRACTS OVER \$100,000 INSURANCE SPECIFICATIONS

PLEASE READ INSURANCE REQUIREMENTS CAREFULLY TO ENSURE ALL INSURANCE COSTS ARE INCLUDED IN BID.

I. INSURANCE REQUIREMENTS:

THE VENDOR IS CAUTIONED TO ASSURE THAT THE TOTAL INSURANCE REQUIREMENTS FOR THIS PROJECT ARE THOROUGHLY REVIEWED, UNDERSTOOD AND MET. THE CITY OF KENNER (HEREIN AFTER REFERRED TO AS KENNER), THROUGH ITS RISK MANAGEMENT CONSULANT, WILL THOROUGHLY REVIEW THE COMPLETE INSURANCE DOCUMENTATION SUBMITTED, PRIOR TO THE START OF WORK. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS MAY BE GROUNDS FOR REJECTION OF AND/OR REFUSAL TO AWARD A CONTRACT, PREFERRED VENDOR STATUS OR PERMIT ISSUANCE. IF APPLICABLE, SUBCONTRACTORS MUST MEET THESE REQUIREMENTS AS WELL. COVERAGES CANNOT EXCLUDE SERVICES PROVIDED TO CITY OF KENNER.

A. GENERAL:

The following insurance requirements shall be provided and shall apply on a primary basis. The total limit of insurance must be equal to or greater than the minimum acceptable limits indicated below. This limit may include umbrella or excess liability coverages. Additionally, each line of insurance may have its own set of requirements that must be met. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for auto liability, general liability, employers' liability, and umbrella liability, but are acceptable for professional liability, pollution liability and errors and omissions policies.

B. INSURANCE:

Insurance obtained and maintained by the Vendor shall contain the following coverages and limits:

1. WORKERS COMPENSATION:

- a. State Act - Louisiana Statutory Requirements; Provide Other States coverage, if applicable;
- b. Employers Liability with minimum acceptable limits of \$1,000,000/\$1,000,000/\$1,000,000; and
- c. Waiver of subrogation in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

2. GENERAL LIABILITY:

- a. Commercial General Liability Form CG 00 01, or pre-approved equivalent; Minimal acceptable limit: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate; including
 1. Product Liability coverage if selling food or goods, and
 2. Liquor Liability coverage if selling, serving or furnishing alcohol;
- b. Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees and volunteers on CG 2010 Form B (edition 07 04), or approved equivalent; and
- c. Waiver of Transfer of Rights of Recovery Against Others to in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

Note: *The general liability policy shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverages for this project in any way that would prohibit or limit the reporting of any claim or suit and the subsequent defense and indemnity that would normally be provided by the policy. General liability shall include coverage under damage to rented premises.*

3. AUTO LIABILITY:

- a. Minimal acceptable limit: \$1,000,000 Combined Single Limits;
- b. Liability coverage to be provided for Any Auto or for All Owned autos and Hired and Non-owned Autos. If Vendor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required;
- c. Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- d. Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

II GENERAL SPECIFICATIONS

A. Vendor's Liability Insurance:

The Vendor shall purchase in its name, and maintain at its sole cost and expense, such liability and other insurance as set out in the insurance requirements of this Document. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the Vendor's performance and furnishing of the work, goods or services, whether it is performed and/or furnished by the Vendor, any subcontractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the work, goods or services, or by anyone for whose acts any of them may be liable. Additionally, the Vendor should be aware of and comply with any requirements of its own insurance policies.

If applicable, the Vendor shall require all subcontractors to maintain, in limits equal to or greater than Vendor's, the same insurance coverage for work performed or goods or services provided. The vendor shall insert this requirement in all contracts or agreements with all entities and/or persons who perform any work and provide goods and/or services. At no time

shall the Vendor allow any subcontractors to perform work and/or provide goods or services without the required types and limits of insurance coverage. In the event of a subcontractor's non-compliance with this requirement, the Vendor shall be responsible for any damages or liabilities arising from the subcontractors work, actions, or inactions.

B. General Requirements:

1. Qualifications of Insurers:

- a. All insurance required in this document are to be purchased and maintained by the Vendor from insurance companies that are duly licensed by the State of Louisiana to issue insurance policies for the limits and coverages so required. Such insurance companies utilized are to have a minimum rating of A VII as of the most currently published *A.M. Best Guide*. Any variance must be approved by KENNER.
- b. If the insurance company(s) providing any insurance coverage furnished by the Vendor is declared bankrupt, becomes insolvent, its right to do business in Louisiana is terminated or it ceases to meet the requirements of this Document, the Vendor shall, within thirty (30) days thereafter, substitute another insurance company(s) acceptable to KENNER. KENNER reserves the right to mandate cessation of all work or provision of goods and/or services until the receipt of acceptable replacement insurance.

2. **Partnerships and Joint Ventures:** If the Vendor is a partnership or joint venture then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership or joint venture. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership or joint venture shall also be furnished.

3. Certificates of Insurance/Policies of Insurance:

- a. The Vendor shall deliver to KENNER Certificates of Insurance, with copies to each additional insured identified in the Contract, evidencing all insurance which the Vendor has purchased and shall maintain in accordance with this Document. It is mandatory that within ten (10) days after the notification of the acceptance of the vendor application, the Vendor shall furnish to KENNER the certificates of insurance as required in this Document. KENNER reserves the right to require a complete copy of all policies, forms and endorsements, if it is deemed necessary.
- b. KENNER may require that any impaired aggregate (s) be replenished in its favor prior to commencement of work or the provisions of goods and/or services; and/or during its progress.
- c. KENNER reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. Failure to reach a compromise may result in contract cancellation or disqualification of bidder. KENNER reserves the right to request certified copies of any policy (s) evidenced by the Certificate(s) of Insurance. The requested certified copies should be provided to KENNER within ten (10) days of the written request.

4. **Objection by KENNER:** If KENNER has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Vendor in accordance with the insurance requirements for the work and/or the provision of goods and/or services on the basis of non-conformance with the requirements, KENNER shall notify the Vendor in writing within fifteen (15) days after receipt of the Certificates. The Vendor shall provide a written response to KENNER's objections within ten (10) days from the date of the letter request.
5. **The Vendor's Failure:** Upon failure of the Vendor or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of KENNER, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of the Vendor to purchase and maintain insurance shall not relieve the Vendor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Vendor concerning indemnification.
6. **No waiver of liability:** Acceptance of evidence of the insurance requirements by KENNER in no way relieves or decreases the liability of the Vendor for his performance of any work or the provision of goods or services. Additionally, the Vendor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Vendor's limits of liability or which may be outside the coverage scope of the Vendor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Vendor that may arise from the performance of work and/or provision of goods and/or services. The Vendor's coverage is to be primary for any and all claims and/or suits related to or arising from his operations and any of the insurance coverage(s) maintained by KENNER is/are to be deemed as excess of the Vendor's insurance coverage and shall not contribute with or to it in any way. The limits required herein are the minimum acceptable limits for this contract. KENNER in no way affirms that this is an adequate level of insurance for its operations.
7. **No Recourse Against KENNER:** The insurance companies issuing the policies shall have no recourse against KENNER for payment of any premiums, deductibles, retentions or for assessments under any form or policy. These shall be borne by and be the sole responsibility of the Vendor.

ATTACHMENT “B”
PRICE SCHEDULE

The Cost Proposal shall be submitted to the City of Kenner should be clearly marked “**Cost Proposal in Response to Post Disaster Debris Management and Monitoring Services for the City of Kenner.**” The Cost Proposal should be submitted separately from the Technical Proposal and placed in a separate envelope.

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. Reasonable travel, per diem, and other direct project costs (e.g., load tickets, communications, equipment rental, etc.) will be billed to the City at cost without mark-up.

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs (including travel, lodging, per diem, communications, supplies, rental equipment, and other direct project expenses) will be billed to the City at cost without mark-up.

If additional/other positions are proposed, an explanation as to why any positions not covered shall be attached with a description covering equivalent experience, for example, is a proposed replacement for one of the listed positions herein.

DISASTER DEBRIS MONITORING SERVICES

POSITIONS	HOURLY RATES
Project Manager	\$ _____
Operations Managers	\$ _____
GIS Analyst	\$ _____
Field Supervisors	\$ _____
Debris Site/Tower Monitors	\$ _____
Load Ticket Data Entry Clerks	\$ _____
Billing/Invoice Analysts	\$ _____
Project Assistants	\$ _____
Field Coordinators (Crew Monitors)	\$ _____

ATTACHMENT "C"
AFFIDAVIT

STATE OF LOUISIANA
CITY OF KENNER

BEFORE ME, the undersigned authority, personally came and appeared,
_____, who after being duly sworn and deposed, said
that he is the fully authorized _____ of _____
hereinafter referred to as CONSULTANT:

- (1) CONSULTANT has not and will not employ any person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which they are to directly or indirectly receive payment, other than persons regularly employed by CONSULTANT, whose services in connection with the project or in securing the public contract are in the regular course of duties for CONSULTANT.
- (2) No part of the contract price was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by CONSULTANT whose services with the project are in the regular course of their duties for CONSULTANT.
- (3) Included herein is a list of all campaign contributions and value of in-kind contributions made to elected officials of the City of Kenner during the current term and past term and CONSULTANT has not made any contributions to or in support of elected officials of the City of Kenner through or in the name of another entity, either directly or indirectly.

CONSULTANT By: _____

SWORN AND SUBSCRIBED
TO ME THIS _____ DAY OF
_____, 2020.

NOTARY PUBLIC

PRINT NAME

BAR OR NOTARY NUMBER

ATTACHMENT "D"
CORPORATE RESOLUTION (OR SUBSTITUTE YOUR ENTITY'S
LEGAL EQUIVALENT PROVIDED BY VENDOR)

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF _____, INCORPORATED.

AT THE MEETING OF THE DIRECTORS OF _____, INCORPORATED, DULY NOTICED AND HELD ON _____, A QUORUM BEING PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED. THAT _____, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE CITY OF KENNER OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE: _____

ATTACHMENT “E”
SIGNATURE PAGE

RFP 20-6537

The City of Kenner Department of Purchasing is soliciting Request for Proposals (RFP’s) from firms interested in providing “food services for disaster and/or emergency events”. This contract may be invoked for Parish, State and Federally declared disaster events,” in accordance with the terms, conditions and specifications outlined in the Request for Proposal (RFP).

Request for Proposals will be received until 12:00 p.m. (noon) Local Time on: Thursday, February 20, 2020.

(Type Name of Person Authorized to Sign)

(Company Name and LA. License number if required)

(Street Address)

(City, State, Zip Code)

(Area Code) (Phone Number) (Area Code) (Fax Number)

(Signature of Person Authorized to Sign)

(Title of Person Authorized to Sign)

This RFP must be signed by an authorized Representative of the Company/Firm for RFP to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

ATTACHMENT "F"
SAMPLE SERVICES AGREEMENT
(NOT FOR SUBMISSION WITH PROPOSAL) AGREEMENT
BY AND BETWEEN
CITY OF KENNER
AND

BE IT KNOWN AND REMEMBERED that this Agreement is made and entered into by and between the **City of Kenner** (hereinafter referred to as "City"), a local governmental subdivision of the State of Louisiana, represented herein by E. Ben Zahn, Mayor, acting pursuant to authorization granted by the Charter of the City of Kenner, and _____ (hereinafter referred to as "Contractor"), represented herein by _____, duly authorized, to-wit:

1) **Scope of Work:**

2) **Term:**

Effective Date:

Termination Date:

3) **Maximum Agreement Amount:**

4) **Terms of Payment:**

5) **Insurance and Bonds:** Contractor shall maintain insurance coverage in accordance with the requirements set forth in any Bid solicitation, Request for Proposals, or Request for Qualifications that constitutes a part of this Agreement, and the attached Contract Insurance Requirements, if any, which are incorporated herein by reference.

6) **Representations of Contractor:** In order to induce City to enter into this Agreement, Contractor represents that Contractor has familiarized itself with the nature and extent of the Agreement documents, the work, the locality, and all Federal, State, and local laws, ordinances, rules, and regulations which may in any manner affect the progress of performance of the work. Further, Contractor has given City written notice of any conflicts, errors or discrepancies that he has discovered in the Agreement documents, and hereby accepts the written resolution thereof.

7) **Termination for Cause:** City may terminate this Agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or the failure of Contractor to fulfill its performance obligations pursuant to this Agreement, provided that City shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have corrected such failure, or in the case of

failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then City may, at its option, place Contractor in default and the Agreement shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of City to comply with the terms and conditions of this Agreement, provided reasonable opportunity for City to cure the defect.

Termination for Convenience: City may terminate the Agreement at any time by giving thirty (30) days written notice to Contractor of such termination. In the event of termination of this Agreement due to any of the above, Contractor shall be paid for work performed in a satisfactory manner prior to Contractor's receipt of written notice of termination.

- 8) **Conflict of Interest:** By signing this Agreement, Contractor covenants that there is no public or private interest, direct or indirect, and that Contractor shall not acquire directly or indirectly in the future any such interest which does or may conflict in any manner with the performance of services rendered by Contractor or obligations under this Agreement. Any conflicts shall be timely disclosed to City and City shall determine whether the conflict is cause for non-execution or termination of this Agreement. Contractor further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by Contractor.
- 9) **Criminal Background Records:** In the event that Contractor and/or employees/agents of Contractor are required to work with or volunteer directly with children in the performance of services required under this Agreement, then Contractor and/or employees/agents of Contractor shall submit to criminal background checks pursuant to the requirements of the Louisiana Child Protection Act.
- 10) **Notices:** Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by certified mail, postage prepaid with return receipt requested, as follows:

Notices should be sent to City at the following address:

City of Kenner
c/o Purchasing Department
1801 Williams Boulevard
Building C, 4th Floor
Kenner, Louisiana 70062

Notices should be sent to Contractor at the following address:

Insert Contractor Information:

Written notices hereunder delivered personally or by certified mail, postage prepaid, return receipt requested, shall be deemed communicated as of actual receipt, in accordance with this paragraph.

- 11) **Non-Discrimination Clause:** Contractor agrees to abide by the requirements of the following

as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11246; Federal Rehabilitation Act of 1973, as amended; Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975. Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees to provide a work environment free of potential harassment and to not discriminate in its employment practices, and that it will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

- 12) **Auditor's Clause:** It is hereby agreed that City or its designee shall have the option of auditing all accounts of Contractor which relate to this Agreement.
- 13) **Nonassignability:** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of City thereto, provided, however, that claims for money due or to become due to Contractor from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to City.
- 14) **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or council appropriation shall be said Contractor's obligation. Pursuant to LSA R.S. 47:301 *et seq.*, City is excluded from the payment of the state sales and use tax and the sales and use tax levied by any political subdivision.
- 15) **Independent Contractor:** While in the performance of providing services or carrying out obligations under this Agreement, Contractor and/or its employees shall be acting in the capacity of independent contractor(s) and not as employee(s) of City. City shall not be obligated to any person, firm, corporation, or other entity for any obligation of Contractor arising from performance of services under this Agreement. Contractor herein expressly acknowledges and agrees that nothing contained in this Agreement shall be construed in any manner as creating or establishing the relationship of employer/employee between Contractor and City. It is further expressly declared and acknowledged by all parties to this Agreement that Contractor and/or its employees are independent contractor(s) and as such shall not receive nor be entitled to any benefits from City, including but not limited to benefits relating to life and/or medical insurance, worker's compensation coverage, accrued sick or annual leave, retirement, Federal Insurance Contributions Act (FICA), or unemployment compensation coverage. Sole compensation consists of fees earned in connection with the scope of work described above and, which shall be rendered in accordance with the terms of payment specified herein.
- 16) **Ownership of Records:** All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of City, and shall, upon request,

be returned by Contractor to City, at Contractor's expense, at the termination or the expiration of this Agreement.

- 17) **Entire Agreement:** This Agreement, together with any Bid solicitation, Request for Proposals, or Request for Qualifications issued by City, any Bid response, Proposal, or Statement of Qualifications submitted by Contractor in response to City's request, and any exhibits incorporated herein by reference, constitute the entire Agreement between the parties with respect to the subject matter for this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement. No claim for services furnished or requested for reimbursement by Contractor not provided for in this Agreement shall be allowed by City.
- 18) **Order of Precedence:** In the event of any inconsistent or incompatible provisions in agreements entered into pursuant to a Bid solicitation, Request for Proposals, or Statement of Qualifications, this executed Agreement shall take precedence, followed by the provisions of City's Bid solicitation, Request for Proposals, or Statement of Qualifications, and then by the terms of the Contractor's Bid response, Proposal, or Statement of Qualifications.
- 19) **Hold Harmless Provision:** Contractor agrees to protect, defend, indemnify, save and hold harmless the City of Kenner, its Departments, Agencies, Boards, Commissions, officers, agents, public servants, and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants, and employees, as well as any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claim, demands, and/or causes of action, except for those claims, demands, and/or causes of action arising out of the negligence of the City of Kenner, its Departments, Agencies, Boards, Commissions, officers, agents, public servants, and employees, including volunteers.
- 20) **Fiscal Funding:** This Agreement is subject to and contingent upon the continued availability and appropriation of funds to fulfill the requirements of the Agreement by the Council of the City of Kenner. If the Council fails to appropriate sufficient funds to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Mayor or by any means provided for in the Charter of the City of Kenner or applicable Louisiana law to prevent the total appropriation for the year from exceeding the revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient funds for the continuation of the Agreement, then the Agreement shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated. It is the responsibility of Contractor to advise City in advance if Agreement funds or Agreement terms may be insufficient to complete Agreement objectives.
- 21) **Code of Ethics:** Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes of 1950 (LSA R.S. 42:1101 *et seq.*, "Code of Governmental Ethics") applies to Contractor in the performance of services and work authorized pursuant to this Agreement. Contractor agrees to immediately notify City if potential or actual violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

- 22) **Severability**: The parties to this Agreement understand and agree that the provisions herein, shall, between them, have the effect of law, but in reference to matters not provided herein, the Agreement shall be governed by the laws and regulations of the United States of America, the State of Louisiana, and the City of Kenner. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision is fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Agreement; and the remaining provisions of this Agreement remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Agreement.
- 23) **Applicable Law and Venue**: This Agreement shall be consummated in the State of Louisiana, and shall be governed and/or construed in accordance with the laws of the State of Louisiana. Venue shall be the Twenty Fourth Judicial District Court for the Parish of Jefferson, State of Louisiana. By entering this Agreement, Contractor expressly waives any objections to jurisdiction and venue, regardless of Contractor's residence or domicile. In the event that either City or Contractor commences a legal proceeding to enforce or interpret any of the terms of this Agreement or to terminate this Agreement, the prevailing party in any such suit shall receive from the other a reasonable sum as attorney's fees and court costs as may be fixed by the court.
- 24) **Subcontractors**: Contractor shall not enter into any subcontract for work or services contemplated under this Agreement without first obtaining written approval of City, which, if granted, shall be attached to the original Agreement. Any subcontracts approved by City shall be subject to conditions and provisions as City may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase by Contractor of supplies and services which are incidental but necessary for the performance of the work required under this Agreement; and provided, further, however, that no provisions of this clause and no such approval by City or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of City beyond those specifically set forth herein.
- 25) **Federal Clauses**: Contractor agrees to the following miscellaneous terms and provisions for all federally funded and reimbursable contracts:
- A) Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled, "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
 - B) Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor Regulations (29 CFR Part 3).
 - C) Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).
 - D) Contractor shall comply with all notices of awarding agency requirements and regulations pertaining to reporting.
 - E) Contractor shall comply with all notice of awarding agency requirements and

regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

- F) Contractor shall comply with all awarding agency requirements and regulations pertaining to copyrights and rights in data.
- G) Contractor shall provide access by the State of Louisiana, City of Kenner, United States of America, Federal Emergency Management Agency, Controller General of the United States, or any of their duly authorized representatives, to any books, documents, papers and records of Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination or excerpts, and transcriptions.
- H) Contractor shall retain all required records for a period of at least three years after the State of Louisiana or City of Kenner has made final payments and all other pending matters are closed.
- I) Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15).
- J) Contractor shall comply with all 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, 89 STAT 871).

This Agreement contains or has attached hereto all of the terms and conditions agreed upon by the contracting parties. In witness whereof, this Agreement has been signed on the date(s) indicated below.

WITNESSES:

Printed
Name: _____

Printed
Name: _____

WITNESSES:

Printed
Name: _____

Printed
Name: _____

CITY OF KENNER

By: _____
E. Ben Zahn, Mayor

Date: _____

SUCCESSFUL PROPOSER

By: _____

Date: _____

ATTACHMENT “G”
FEDERAL PROVISIONS

List of Federal Provisions:

- A. Equal Employment Opportunity
- B. The Davis –Bacon Act
- C. The Copeland “Anti-Kickback” Act
- D. Debarment and Suspension
- E. Contract Work Hours and Safety Standards Act
- F. Clean Air Act and the Federal Water Pollution Control Act
- G. Procurement of Recovered Materials
- H. Access to Records
- I. Department of Homeland Security (DOC) Seal, Logo, and Flags
- J. Compliance with Federal Law, Regulations, and Executive Orders
- K. No Obligations by Federal Government
- L. Program Fraud and False or Fraudulent Statement or Related Acts
- M. Minority and Disadvantaged Business Enterprise (DBE)
- N. Rights to Inventions Made Under a Contract or Agreement
- O. Byrd Anti- Lobbying Amendment

A. Equal Employment Opportunity

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will affirmative action to ensure that 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 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 Contractor 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.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor 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 Contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September, 24 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, 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 orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or part and the Contractor 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 as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7), of this section, 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. The Contractor will take such action with respect to any Subcontractor or purchase order as the administering agency and may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request United States to enter into such litigation to protect the interests of the United States.

B. The Davis- Bacon Act

Pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"):

Contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must pay wages not less than once a week. Additionally, pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, the non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Moreover, the non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

C. The Copeland "Anti- Kickback" Act (40 U.S.C. 3145):

Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"): Each Contractor or sub-recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Furthermore, pursuant to the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), the non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

D. Debarment and Suspension (Executive Orders 12549 and 12689)

Pursuant to 2 C.F.R. Part 200 and 2 C.F.R. Part 3000, Appendix II, Debarment and Suspension (Executive Orders 12549 and 12689)--A contract award (see 2 CFR 180.220) must not be made to parties listed on the government- wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (1) This contract is a covered transaction for purposes of 2 C.F.R. Part 200 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Specifically, a covered transaction includes the following contracts for goods or services:
 - a) The contract is awarded by a recipient or sub-recipient in the amount of at least \$25,000;
 - b) The contract requires the approval of FEMA, regardless of amount;
 - c) The contract is for federally-required audit services; and
 - d) A subcontract is also a covered transaction if it is awarded by the Contractor of a recipient or sub-recipient and requires either the approval of FEMA or is in excess of \$25,000.
- (2) The contract must comply with 2 C.F.R. Part 180 (C) and 2 C.F.R. Part 3000, (C) and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180 (C) and 2 C.F.R. Part 3000, (C) in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180 (C) and 2 C.F.R. Part 3000, (C) while this offer is valid and throughout the period if any

contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. Contract Work Hours and Safety Standards Act

Where applicable all contracts awarded by the non -Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, E.

(1) Overtime requirements

No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages:

In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages:

The loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime-Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontractors

The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

F. Clean Air Act and the Federal Water Pollution Control Act

Contracts of amounts in excess of \$150,000 must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671(q)) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, (G).

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the State Agency or local or Indian Tribal Government and understands and agrees that the State Agency or local or Indian Tribal Government will, in turn, report each violation as required to assure notification the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the State Agency or local or Indian Tribal Government and understands and agrees that the State Agency or local or Indian Tribal Government will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

G. Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired –
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- (2) Information about this requirement, along with the list of EPA –designated items, is available at EPA’s Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

H. Access to Records

- (1) The Contractor agrees to provide the State Agency or local or Indian Tribal Government, the City, 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 which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor 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.

I. Department of Homeland Security (DHS) Seal, Logo, and Flags

Pursuant to DHS Standard Terms and Conditions, the Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA preapproval.

J. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgment that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

K. 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.

L. Program Fraud and False or Fraudulent Statement or Related Acts

Contractor acknowledges that 31 U.S.C. Chapter 38, Administrative Remedies for False Statements, applies to the Contractor's action pertaining to this contract.

M. Minority and Disadvantaged Business Enterprise (DBE)

2 C.F.R. 200.321, requires grant applications to take all affirmative steps to assure small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractors and Subcontractors agree to comply with the requirements of 2 C.F.R. 200.321 by:

- (1) Placing qualified small and minority businesses and women business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses and women business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirement, when economically feasible, into smaller tasks or quantities to permit participation by small and minority businesses and women business enterprises;
- (4) Establishing delivery schedules –where the requirement permits—which encourage participation by small and minority businesses and women business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the U.S. Department of Commerce (DOC); and
- (6) If Subcontractors are to be let, the Prime Contractor is required to take the affirmative steps listed as (1) through (5) of this section.

N. Rights to Inventions Made Under a Contract or Agreement

If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”, the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA. See 2 C.F.R. part 200, Appendix II (F).

O. Byrd Anti- Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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 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. Each tier shall also disclose and lobby with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier to the recipient.