

REQUEST FOR PROPOSAL
FOR THE MODERNIZATION OF THE
ELEVATOR IN BUILDING C



RFP NO. 22-6685

Proposal Receipt Date: Wednesday, August 10, 2022

Proposal Receipt Time: 10:00 AM

City of Kenner
Finance Department
1610 Rev. Richard Wilson Drive, Building D
Kenner, Louisiana 70062

Telephone No.: (504) 468-4049

**MODERNIZATION OF ELEVATOR
BUILDING C
CITY OF KENNER**

PART I Administrative Information

1.1 Purpose of Procurement

The City of Kenner (“Kenner”) is seeking a request for proposal (“RFP”) to obtain a competitive proposal for the modernization for the safest, highest quality vertical transportation (elevator) solution for the existing elevator that serves Building C, in the City Hall Complex, 1801 Williams Boulevard, Kenner, LA.

1.2 Schedule of Events

Event	Date and Time (CST)
• RFP Public Notice	July 13 th , 2022 at 9:00 AM
• Pre-Bid Conference	July 20 th , 2022 at 10:30 AM
• Inquiry Deadline	August 5 th , 2022 by 12:00 PM
• Deadline to receive proposals	August 10 th , 2022 at 10:00 AM
• Oral presentations	Schedule if needed

1.3 Inquiry Period

An inquiry period is set for all interested proposers to perform a detailed review of the RFP documents and to submit questions. All questions must be in writing by email to FINcontracts@kenner.la.us. Inquiries must be received by the Inquiry Deadline set forth in the Schedule of Events.

1.4 Proposal Submittal

All proposals should be marked, outside of the envelope, box or package, with the following information and format:

Proposal Name: Elevator Modernization, Building C
Proposal No.: 22-6685
Proposer Name: *(Name of Proposer)*

All proposals must be in a sealed envelope with Attachment A (Cover Sheet) affixed to the exterior. The envelope must contain **One** (1) original, **Five** (5) copies, and **One** (1) digital copy (Saved on a USB flash drive) of the proposal.

Paper proposals will be submitted to:

City of Kenner
Department of Finance
C/o Elizabeth Herring, Chief Financial Officer
1610 Reverend Richard Wilson Drive
Kenner, Louisiana 70062
Telephone: (504) 468-4049

Proposer is solely responsible for the timely delivery of its proposal. Kenner will not consider proposals after the deadline.

1.5 Cancellation and Rejection

Issuance of this RFP is not a commitment by Kenner to make an award. Kenner reserves the right to reject any or all proposals received in response to this RFP. Kenner reserves the right to cancel this RFP at any time, in its sole discretion, if it is in the best interest of Kenner to do so.

1.6 General Terms, Conditions, and Insurance

By submitting a response, Proposer agrees to Kenner's general terms and conditions, attached as Exhibit B. Proposer also agrees that it can provide evidence of insurance, attached as Exhibit C, should Proposer make the award.

PART II Scope of Work

2.1 Description of Project

The scope of work required under the terms of this contract include the modernization of the elevator located at the City Hall Complex, Building C. The current elevator is hydraulic with four (4) stops and maximum weight capacity of 2000 lbs. Kenner is requesting a "turn-key" proposal. The expression "turn-key" shall include, but may not be limited to all labor, materials, equipment, fuel, transportation, storage of equipment, insurance, licenses, etc. required in this proposal. Proposal shall include a breakdown of all items to be addressed, such as controllers, power units, hoist way work, pit work, cab, door equipment, car fixtures, hall fixtures, etc. Proposal shall also include any and all items that are expected to be furnished by Kenner, such as: any electrical work and/or power supply, phone lines, flooring, etc.

2.2 Pre-Bid Conference

A non-mandatory pre-bid conference will be held, as set forth in the schedule of events, at City of Kenner, Building D, 1610 Rev. Richard Wilson Drive, Kenner, LA. This conference is to discuss the scope of work and to visit the project site if necessary.

2.3 Deliverables

The modernization of the elevator shall include mechanical and electrical components that are to be either retained, replaced, or refurbished. Proposal shall include improved fire and safety features, increased durability and reliability, decreased waiting time, reduced energy consumption, thereby reducing cost of operation.

2.4 Site Conditions

Proposers are responsible to visit and evaluate the location, conditions, and materials needed for this elevator. A pre-bid conference is scheduled in Section 1.2, Schedule of Events. No individual measurements will be provided by the City of Kenner prior to bid process.

2.5 Permissible Work Hours

Work shall be scheduled between 8:00 a.m. and 4:30 p.m. All work is to be scheduled at the City of Kenner's convenience, and in cooperation with City of Kenner's representative. In the event work needs to be scheduled on a weekend, holiday, or outside permissible working periods, permission must be secured by the Department of General Services with at least 72 hours of notification of intentions. This modification to the schedule will not be grounds for any additional cost/compensation.

2.6 Transferring Contract

Transfer of this contract shall not be allowed under any circumstances, unless expressed by prior written approval from the City of Kenner.

2.7 Licenses/Permits Required

- A Louisiana State Contractor's License may be required in accordance with LSA-R.S. 3:2150 et seq.
- Electrical license

2.8 Payment

All payment requests or invoices must be sent first to the Department of General Services for review and approval. Failure to follow this procedure may cause delay of payment.

2.9 Warranty

Equipment shall carry a one (1) warranty period from the date of installation and acceptance by the City of Kenner. Workmanship shall carry a ninety (90) day warranty period.

PART III Selection Process

3.1 Evaluation Criteria

Proposals will be evaluated on the following weighted criteria:

- Qualifications and Experience..... 30%
- Technical Proposal 30%
- Cost 40%

3.2 Qualifications and Experience

This criterion will account for thirty percent (30%) of proposer's score. Proposers will be evaluated on their qualifications and experience on similar projects. Ideally, the successful proposer will have prior experience with governmental entities of a similar size, scope, and budget. To demonstrate its qualifications and experience, proposers may consider including a description of previous project references, narratives, budgets, and renderings.

3.3 Technical Proposal

This criterion will account for thirty percent (30%) of proposer's score. Proposers will be evaluated on their plan for the Project. In order to demonstrate its technical proposals for Kenner, proposer may consider a narrative on equipment proposed.

3.4 Cost

This criterion will account for forty percent (40%) of the proposer's score. The proposer with the lowest cost shall receive the maximum score for cost. Other proposers will receive a cost score computed as follows:

$$CS = (LPC/PC \times 40)$$

Where: CS = Computed cost score for Proposer
LPC = Lowest proposed cost of all Proposers
PC = Proposer's Cost

Kenner may reject any proposals for failing to submit correctly, or that are unreasonably low.

PART IV Attachments.

ATTACHMENT A – Cover Page

ATTACHMENT B – General Terms and Conditions

ATTACHMENT C – Insurance Requirements

ATTACHMENT D – Corporate Resolution

ATTACHMENT E – Signature Page

ATTACHMENT F – Statement of Non-Collusion

ATTACHMENT G – E-Verify Affidavit

Cover Sheet

Request for Proposal FOR THE MODERNIZATION OF THE ELEVATOR IN BUILDING C

From: _____



RFP NO. 22-6685

Proposal Receipt Date: Wednesday, August 10, 2022

Proposal Receipt Time: _____

City of Kenner
Department of Finance
1610 Reverend Richard Wilson Drive
Kenner, Louisiana 70062
(504) 468-4049

General Terms and Conditions

All parties contracting with the City of Kenner agree to Kenner's current terms and conditions. The Terms and Conditions may be updated and a current version may be found with the Kenner Finance Department. The current version of Kenner's Terms and Conditions are as follows:

Termination

Kenner may terminate an Agreement for cause based upon the failure of the Contractor to comply with the Terms and/or Conditions of the Agreement, failure to fulfill its performance obligations pursuant to the Agreement, or provided that Kenner give Contractor written notice specifying the Contractor's failure. If Contractor fails to correct the issue within thirty (30) days, or started in good faith to correct such failure, Kenner may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Kenner to comply with the Terms and Conditions of this Agreement, provided reasonable opportunity for Kenner to cure the defect.

Kenner may terminate the Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination.

In the event of termination of an Agreement, because of any of the above, Kenner will pay Contractor for work performed in a satisfactory manner prior to the Contractor's receipt of written notice of termination.

Conflict of Interest

Contractor covenants that there is no public or private interest, direct or indirect, and 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 the Contractor or obligations under this Agreement. Any conflicts shall be timely disclosed to Kenner, and Kenner shall determine whether the conflict is cause for non-execution or termination of this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by the Contractor.

Discrimination

The 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, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974. Title IX of the Education Amendments of 1972, the Age Act of 1975, and 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 not to discriminate in its employment practices, and 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.

Audit

Kenner, or its designee, has the option of auditing all accounts of the Contractor that relate to this Agreement.

Non-assignability

Contractor shall not assign any interest in an Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Kenner thereto, provided, however, that claims for money due, or to become due, to the Contractor from Kenner 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 Kenner,

Taxes

Contractor agrees the responsibility for payment of taxes from the funds received under this Agreement and/or council appropriation are Contractor's obligation as per La, R. S, 47:301 et seq, all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body,

Independent Contractor

While in the performance of this Agreement, Contractor and/or its employees shall be acting in the capacity of independent contractor(s) and not as employee(s) of Kenner. Kenner shall not be obligated to any person, contractor, corporation, or other entity for any obligation of the 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 the Contractor and Kenner. It is further expressly declared and acknowledged between the parties entering into this Agreement that the Contractor, and/or its employees, are independent contractor(s) and as such shall not receive nor be entitled to any benefits from Kenner including, but not limited to, benefits relating to life and/or medical insurance, workers' compensation coverage, accrued sick or annual leave, retirement, FICA, social security, or unemployment compensation coverage, Sole compensation consists of fees earned in connection with the scope of work described, above and the terms of payment agreed to by the parties.

Ownership of Records

When applicable, all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for shall become the property of Kenner, and shall, upon request, be returned by the Contractor to Kenner at the Contractor's expense at the termination or the expiration of this Agreement.

Entire Agreement

The Agreement is the complete agreement between the parties. 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 Kenner,

Hold Harmless

Contractor agrees to protect, defend, indemnify, save and hold harmless Kenner, all Kenner Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses 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 Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the 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 Kenner, all Kenner Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expenses and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

Fiscal Funding

This Agreement is subject to and contingent upon the continued availability and appropriation of funds to fulfill the requirements of this Agreement by the Kenner Council. If the Council fails to appropriate sufficient funds to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Mayor, or by any means provided for in the Kenner Charter 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 this Agreement, this Agreement shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated. It is the responsibility of the Contractor to advise Kenner in advance if the Agreement funds or Agreement terms may be insufficient to complete Agreement objectives.

Code of Ethics

The Contractor acknowledges that La. R. S. 42:1101 et seq., Code of Governmental Ethics applies to the Contractor in the performance of services and work called for in this Agreement, The Contractor agrees to immediately notify Kenner if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement,

Severability

The parties to this Agreement understand and agree that the provisions, shall, between them, have the effect of law, but in reference to matters not provided, this Agreement shall be governed by the regulations of the United States and the laws of the State of Louisiana. 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 must 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,

Applicable Law and Venue

The Agreement is governed and construed in accordance with the laws of the State of Louisiana. The parties agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this Agreement will and shall be in the Twenty Fourth Judicial District Court; and by entering this Agreement, the Contractor expressly waives any objections to jurisdiction and venue, regardless of the

Contractor's residence or domicile. In the event that either Kenner or the 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.

CITY OF KENNER**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 CONSULTANT, 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 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 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.

CORPORATE RESOLUTION

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: _____

SIGNATURE PAGE

RFP 21-6686

The City of Kenner is soliciting Request for Proposals (RFP's) from firms interested in contracting for the Modernization of the Elevator in Building C.

Request for Proposals will be received until 10:00 A.M., Wednesday, August 10th, 2022.

(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)

(E-mail Address)

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.

STATEMENT OF NON-COLLUSION

As a bidder or proposer to the City of Kenner, I certify that:

1. I have not colluded with any employee or elected or appointed official of the City of Kenner in any way in the preparation or submission of my proposal.
2. No employee or elected or appointed official of the City of Kenner will receive anything of economic value from me or my company, either directly or indirectly, if I am the successful low proposer for the sale to the City of Kenner of materials and labor.

This statement shall be considered as on-going for as long as I continue to submit bids or proposals to the City of Kenner. Should it be determined that the statements made herein are false, I understand that I will be ineligible to submit any future bids with the City of Kenner.

COMPANY NAME (PLEASE PRINT)

AUTHORIZED SIGNATURE

ADDRESS

NAME OF ABOVE (PLEASE PRINT)

CITY, STATE, ZIP CODE

TITLE

DATE

**AFFIDAVIT
Employment Status Verification**

**STATE OF LOUISIANA
PARISH OF JEFFERSON**

BEFORE ME, the undersigned authority, personally came and appeared,
_____, who after being duly sworn, deposed and said that he/she is
the fully authorized _____ of _____
(hereinafter referred to as bidder), the party who submitted a bid for _____,
Bid Number _____ and said bidder further said:

- (1) That bidder is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) That bidder shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- (3) That bidder shall require all subcontractors to submit to the bidder a sworn affidavit verifying compliance with statements (1) and (2).

Signature of Affiant

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS _____
DAY OF _____, 20____.

NOTARY PUBLIC