

*City of Kenner*

## **Request for Qualifications**

**To Provide Disaster Recovery Damage Assessments, and Architectural and Engineering Services**



RFQ No. 22-6647

Public Notice date: Wednesday, February 16, 2022

Submission Deadline: 10:00 AM, Thursday, March 3, 2022

---

E. "BEN" ZAHN III  
MAYOR

ELIZABETH HERRING  
Chief Financial Officer

## **INDEX**

- Section I. Introduction
- Section II. Project Scope
- Section III. Management and Professional Capacity
- Section IV. Compensation
- Section V. Minimum Requirements for Selection
- Section VI. Selection and Rating Criteria
- Section VII. Proposal Submission Requirements
- Section VIII. Attachments

# REQUEST FOR STATEMENT OF QUALIFICATIONS

## Section I. Introduction

The City of Kenner is hereby soliciting qualifications from architectural and engineering firms interested and qualified to provide professional services for the following project funded in whole or part by FEMA.

**PROJECT NAME:** *Provide Disaster Recovery Damage Assessments, and Architectural and Engineering Services*

The City of Kenner suffered extensive damage due to Hurricane Ida on August 29, 2021 and in consideration of the importance of the built environment to the community, the City of Kenner requires disaster recovery damage assessments, and architectural and engineering services for the affected buildings and facilities. The City hereby wishes to solicit the submittal of Requests for Qualifications (RFQs) from firms interested in and qualified to fulfill these professional services.

**This RFQ packet includes the project scope of work, funding source, submission instructions and rating criteria.**

Interested individuals or firms may either pick up a Statement of Qualifications packet from the City of Kenner Finance Department, 1610 Rev. Richard Wilson Drive, Kenner, LA 70062, request a packet from [FINCONTRACTS@KENNER.LA.US](mailto:FINCONTRACTS@KENNER.LA.US), or download the packet at both [WWW.CENTRALBIDDING.COM](http://WWW.CENTRALBIDDING.COM) and [www.kenner.la.us](http://www.kenner.la.us). Completed packets are to be returned to the Finance Department no later than **10:00 AM, Thursday, March 3, 2022.**

The City of Kenner reserves the right to reject any and all submissions.

## Section II. Project Scope of Work

1. Coordinate and conduct damage assessments for roads, water control facilities, public buildings and contents, public utilities, parks, recreational and other facilities infrastructure.
2. Prepare, review, and update construction plans and specifications as needed.
3. Develop quality assurance monitoring plan.
4. Prepare and review project schedule.
5. Monitor and assist in coordination of project phasing.

6. Data collection management including performing quality control/quality assurance on all photographs and location data collected in the field. Photos of all roads, water control facilities, public buildings and contents, public utilities, parks, recreational and other facilities infrastructure assessed will be required.

7. Observe construction activities, attend pre-construction meetings, review change order requests, and assist in resolving field questions, including:

a. Review construction program in order to avoid delays, expedite construction, and preclude claims.

b. Monitor and document construction activities, including without limitation; construction progress, consultant and construction contractor personnel, equipment, and work performed; material quantities in-place by actual measurement and calculation; traffic control and site safety procedures; quality test; the application of work forces; the conformance of the work to the construction contractor's schedule and timely prosecution of the work; and the construction of required corrections and testing.

c. Attend pre-construction meeting and prepare meeting agenda and minutes.

d. Provide field inspectors experienced for roads and bridges, water control facilities, public buildings and contents, public utilities, parks, recreational and other facilities infrastructure construction to be present at the project site when construction work is being performed.

e. Prepare and submit daily inspection reports and weekly progress reports to provide construction progress data.

f. Assist in review of CPM schedule.

g. Review and make recommendations as to submittals, shop drawings, samples, substitute materials and equipment, and value engineering proposals.

h. Reject non-conforming work and materials.

i. Evaluate, track, and recommend responses to the construction contractor's requests for information and interpreting plans and specifications for the project.

j. Evaluate and maintain field records, and other documentation and data required.

k. Review request for changes to the contract from the engineer and/or contractor and monitor the development and processing of billings and change orders.

l. Review monthly progress payment requests.

m. Participate in final acceptance walk through.

- n. Review final payment and record drawing(s).
- o. Monitor schedule compliance.
- p. Assist in project acceptance and development of punch list and walk through prior to recommendation of acceptance.
- q. Assist in post-construction review.
- r. Appearances before special boards or public hearings.

**Funding:** In whole, or partially funded by FEMA

**Section III: Management and Professional Capacity**

The level and scope of services will be further defined and determined by the City of Kenner. The scope of services, which the consultant must be prepared and qualified to provide, are as follows:

1. Review the specifics of the project's requirements, special considerations, and all relevant information such as feasibility studies, state laws, regulatory codes and city ordinances, utility company standards and site conditions. Conduct on-site inspection with pertinent staff of the City of ~~Kenner~~.
2. Provide plans, specifications and opinion of probable construction cost estimate for review by the City of Kenner.
3. Prepare and distribute detailed construction plans and bid specifications for bidding of the project, and assist the City of Kenner in opening, tabulating, and recommending award of a contract.
4. Provide periodic inspection of the project during the construction phase to safeguard and ensure that the project is being implemented in accordance with and in compliance with project plans and specifications.
5. Comply with all provisions of Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor regulations (41 CFR, Part 60).
6. This project is proposed for funding in whole or part by FEMA and is subject to all applicable federal rules and regulations pertaining to the funding source.

#### **Section IV. Compensation**

Compensation for the required services will be made on a lump sum fixed fee basis per individual work task. The City reserves the right to dictate method of payment.

All fees shall be negotiated with consultant by appropriate City Department personnel and shall be mutually agreeable to both parties.

#### **Section V. Minimum Requirements for Selection**

The City of Kenner will select the qualified firm(s) that is best suited for the proposed project, and will negotiate rates and estimated costs prior to award. The City reserves the right to select one or more persons/firms for any anticipated/proposed work.

The persons or firms under consideration shall have at least one (1) Registered Professional Civil Engineer in the State of Louisiana, (1) Registered Professional Electrical Engineer in the State of Louisiana, at least one (1) professionally Louisiana licensed architect with experience appropriate to the project, and can show experience in planning and design for local government function/services facilities.

The persons or firms under consideration shall have at least one professional land surveyor registered in the State of LA who has experience in surveying public infrastructure and subsurface utility engineering.

The persons or firms under consideration must also employ a full-time supporting technical and clerical staff.

Proposed personnel shall have the ability to prepare damage assessments, and prepare FEMA Project Worksheets related to public infrastructure. Proposed personnel shall also have the ability to perform detailed cost estimating related to damage assessment, mitigation, resilience and flood proofing for public infrastructure.

The firms submitting a Statement of Qualification must identify all sub-consultant firms which they expect to use to provide professional services, and submit a Statement of Qualifications form for each sub-consultant firm.

Upon selection, the successful firm must produce insurance certificates to the City of Kenner per Attachment C.

**Section VI. Selection and Rating Criteria**

All proposals will be scored and ranked in accordance with the selection and rating criteria contained herein with the highest rated consultant being awarded a contract provided that they are not on the State/Federal consolidated list of debarred contractors.

The following criteria will be used to evaluate the Statement of Qualifications of the firms submitting:

1. Professional training and experience of Key Personnel both generally and in relation to the type and magnitude of work required for the particular project including experience with FEMA funded projects - **30 points**
2. Past performance by the person or firm on public contracts, i.e. experience with federally funded programs or projects including any problems with time delays, cost overruns, and/or design inadequacies in prior projects for which said person or firm was held to be at fault, as evidenced by documentation provided by the administration – **25 points**
3. Capacity for timely completion of the work, taking into consideration the person's or firms current and projected workload and professional and support manpower - **20 points**
4. The size of the firm based on the number of personnel, as related to project requirements and/or scope -**15 points**
5. Past and current professional accomplishments for which references from clients or former clients and information gathered by inspection of current or recent projects may be considered - **10 points.**

**TOTAL POSSIBLE POINTS**

**100**

## **Section VII.**

### **Proposal Submission Requirements**

Submittals will include your firm's qualifications pertaining to planning, architectural and engineering design, grant/project and construction management.

All firms (including sub-consultants) must submit a Statement of Qualifications in Standard Form 255 Format. Interested firms must submit one (1) original, four (4) copies of this Statement of Qualifications, and one (1) digital copy stored on a USB flash drive to the City of Kenner Finance Department 1610 Rev. Richard Wilson Drive, Kenner, LA 70062. Completed packets are to be submitted no later than **10:00 AM, Thursday, March 3, 2022**. No submittals will be accepted after this deadline.

A complete submission packet must include:

- a) Statement of Qualifications – Cover page
- b) Statement of Qualifications - Standard Form 255 Format
- c) Certificate of Submission
- d) Corporate Resolution
- e) Affidavit
- f) 44 C.F.R. Part 18- CERTIFICATION REGARDING LOBBYING

All proposals should be submitted in a sealed envelope with the attached cover sheet attached securely to the outside of the sealed envelope. **See Attachment A.**

Statements of Qualifications will be evaluated on the basis of written materials. The City of Kenner proposal review committee will review and rate all proposals received. On-site, Zoom or telephone interviews may be conducted. Questions concerning this Statement of Qualifications process should be addressed to [FINContracts@kenner.la.us](mailto:FINContracts@kenner.la.us)



**Section VIII. Attachments**

Attachment A          Submission Cover Sheet

Attachment B          Standard Form 255

Attachment C          Insurance Requirements for Professional and A/E Services

Attachment D          Certification of Submission

Attachment E          Corporate Resolution

Attachment F          Affidavit

Attachment G          Federal Provisions

Attachment H          44 C.F.R. Part 18

# Cover Sheet

## Statement of Qualifications

From: \_\_\_\_\_  
(Name of Individual or Firm)

Project Name: Disaster Recovery Damage Assessments,  
and Architectural and Engineering Services



**SOQ NO. 22-6647**

PROPOSAL RECEIPT DATE: 10:00 AM, Thursday, March 3, 2022

PROPOSAL RECEIPT TIME: \_\_\_\_\_

**SUBMITTED TO: CITY OF KENNER, FINANCE DEPARTMENT**

1610 REV. RICHARD WILSON DRIVE  
KENNER, LOUISIANA 70062 (504) 468-7261

STANDARD FORM 255  
**Architect-Engineer and Related Services Questionnaire**

**CITY OF KENNER**

**PROFESSIONAL ENGINEERING SERVICES  
CONTRACT INSURANCE  
SPECIFICATIONS**

**I. INSURANCE REQUIREMENTS:**

THE ENGINEER IS CAUTIONED TO ASSURE THAT THE TOTAL INSURANCE REQUIREMENTS FOR THIS CONTRACT ARE THOROUGHLY REVIEWED, UNDERSTOOD AND MET. THE CITY OF KENNER (HEREIN AFTER REFFERRED TO AS KENNER) THROUGH ITS RISK MANAGEMENT CONSULANT WILL THOROUGHLY REVIEW THE COMPLETE INSURANCE DOCUMENTATION SUBMITTED. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS MAY BE GROUNDS FOR REJECTION OF AND/OR REFUSAL TO AWARD A CONTRACT. 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; KENNER shall be excess and non-contributing. Latitude is given to the ENGINEER. The total limit of insurance must be equal to or greater than the minimum acceptable limits indicated below. If any policies contain deductible or self-insurance retention, then the evidence of insurance for those policies shall disclose the deductible/ retention amount. The maximum deductible or retention amount allowed for the ENGINEER for this Contract shall be no more than \$10,000. Additionally, each line of insurance may have its own set of requirements that must be met. Where indicated "(If applicable)", coverage will be required if it is necessary for the ENGINEER to perform Work in an environment that requires that specific coverage. **"CLAIMS MADE" POLICIES OF INSURANCE ARE NOT ACCEPTABLE** for auto liability, general liability, employers' liability, and umbrella liability, if applicable.

**B. INSURANCE:**

Insurance obtained and maintained in the name of the ENGINEER 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;

- c. Waiver of subrogation to include both written and oral contracts 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;
- d. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change.

**2. GENERAL LIABILITY:**

- a. Commercial General Liability Form CG 0001 or pre-approved equivalent;
- b. Minimum acceptable limits of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- c. Amendment – Aggregate limits of insurance (per project), [CG 25 03] 9 (edition 11 85) or the most recent edition in use in Louisiana or pre-approved equivalent.
- d. Fire Legal Liability Coverage in the amount of \$300,000 per occurrence, \$1,000,000 aggregate.
- e. Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees and volunteers on [CG 20 10 Form B (edition 11 85) or CG 2026 (edition 11 85)];
- f. Waiver of Transfer of Rights of Recovery Against Others to Us to include both written and oral contracts in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- g. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change.

***Note:** The general liability coverage's shall not exclude any standardized coverage included in the required basic form or limit Contractual Coverage's for this Contract 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 the fire legal liability and premises medical payments sections.*

**3. AUTO LIABILITY:**

- a. Minimal acceptable limit: \$500,000 Combined Single Limits;
- b. Liability coverage to be provided for Any Auto; or for All Owned autos and Hired and Non-owned Autos;
- c. Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- d. Waiver of Transfer of Rights of Recovery Against Others to Us to include both written and oral contracts in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- e. Thirty (30) days prior written notice of cancellation, non-renewal or adverse material change.

#### **4. PROFESSIONAL LIABILITY:**

- a. Minimal acceptable limits: \$3,000,000 Per Loss; \$3,000,000 aggregate.
- b. If written on a Claims-Made basis, the retroactive date of coverage shall be no later than the inception date of the claims made coverage;
- c. Any retrospective date applicable to coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning when the Work is completed;
- d. Sixty (60) days prior written notice of cancellation, non-renewal or adverse Material change;
- e. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from the ENGINEER'S scope of Work as described in the Contract and its amendments; and
- f. KENNER shall have the right to request a copy of loss runs associated with the current in force policy to determine if the policy limits have been impaired to an unacceptable level.

## **II GENERAL SPECIFICATIONS**

### **A. Engineer's Liability Insurance:**

The ENGINEER shall purchase in its name, maintain at its sole cost, and expense such liability and other insurance as set out in the insurance requirements of this Contract. This insurance will provide primary coverage for claims and/or suits which may arise out of or result from the ENGINEER's performance and furnishing of the Work, whether it is performed by the ENGINEER, any subcontractor, partner, supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable and shall name The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers as an additional insured there under. Additionally, the ENGINEER should be aware of and comply with any requirements of its own insurance policies.

The ENGINEER shall require all subcontractors to maintain, in limits equal to or greater than ENGINEER's, the same insurance coverage for Work performed or materials provided for the Work. The ENGINEER shall insert this requirement in all contracts or agreements written and/or oral with all entities and/or persons who perform any Work under this Contract. At no time shall the ENGINEER allow any subcontractors to perform Work without the required types and limits of insurance coverage.

### **B. General Requirements:**

#### **1. Qualifications of Insurers:**

- a. All insurance coverages required for this Contract are to be purchased and maintained by the ENGINEER 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 VI as of the most currently published *A.M. Best Guide*.

b. If the insurance company providing any insurance coverage furnished by the ENGINEER is declared bankrupt, becomes insolvent, has its right to do business in Louisiana terminated, or it ceases to meet the requirements of this Contract, the ENGINEER shall, within thirty (30) days thereafter, substitute another insurance company(s) acceptable to KENNER. KENNER reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.

2. **Partnerships:** If the ENGINEER is a partnership 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. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of partnership, shall also be furnished.

3. **Certificates of Insurance/Policies of Insurance:**

a. The ENGINEER shall deliver to KENNER certificates of insurance, with copies to each additional insured identified in the Contract, evidencing all insurance that the ENGINEER has purchased and shall maintain in accordance with this Contract. In order to avoid confusion and/or delays in the progress of the Contract it is mandatory that within ten (10) days after the notification of the award of the Contract, the ENGINEER shall furnish to KENNER the certificates of insurance as required in this Contract. It is imperative that the certificates show all form numbers and edition dates and that all certificates are in compliance with this Contract. Where Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) forms do not provide the coverage, then, at a minimum, "sample" or "draft" policies and/or forms and endorsements shall be furnished to KENNER attached to the certificate. KENNER reserves the right to require a complete copy of all policies, forms and endorsements, if it is deemed necessary.

b. Except for those insurance policies which require a "per project" aggregate all certificates of insurance for policies that contain an aggregate limit must be accompanied by a statement that the aggregate limit is not impaired, or, if the aggregate limit is impaired, to what extent. KENNER may require that any impaired aggregate(s) be replenished in its favor prior to commencement of Work and/or during the progress of the Work.

c. If the ACORD Certificate of Insurance Form is used, the cancellation portion of the Certificate is to be modified by deleting the words "endeavor to" which appear before the number of cancellation days and by deleting the phrase "but failure....agents or representatives." The Certificate shall also be modified by stipulating that KENNER will receive thirty (30) days prior written notice of any material adverse change(s) to and/or non-renewal of the respective policy (s). All certificates of insurance shall list all endorsements attached to the respective policies and if the listed endorsements are not ISO and/or NCCI forms then a copy of the endorsements is to be attached to the respective Certificate of Insurance.

KENNER reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. 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 ENGINEER in accordance with the insurance requirements for the Work on the basis of non-conformance with the Contract, KENNER shall notify the ENGINEER in writing within fifteen (15) days after receipt of the Certificates. The ENGINEER shall provide a written response to KENNER's objections within ten (10) days from the date of the letter request.
  
5. **The ENGINEER'S Failure:** Upon failure of the ENGINEER 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 ENGINEER to purchase and maintain insurance shall not relieve the ENGINEER from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the ENGINEER 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 ENGINEER for the performance of the Work under this Contract. Additionally, the ENGINEER is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the ENGINEER's limits of liability or which may be outside the coverage scope of the ENGINEER's insurance policies. The insurance requirements outlined in this Contract shall in no way be construed to limit or eliminate the liability of the ENGINEER that may arise from the performance of Work under this Contract. The ENGINEER's coverage is to be primary for any and all claims and/or suits related to or arising from the Work and any of the insurance coverage(s) maintained by KENNER is/are to be deemed as excess of the ENGINEER's insurance coverage and shall not contribute with or to it in any way.
  
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 ENGINEER.



**CERTIFICATION OF SUBMISSION**

This SOQ must be signed by an authorized Representative of the Company/Firm for the Submission to be valid. Signing indicates that you certify compliance with all instructions, terms, conditions, and specifications and further certifies that the person signing this SOQ and submitting the Response is duly authorized to act on behalf of the company. Furthermore, a copy of a corporate resolution, certificate of authority, affidavit or any document verifying the requisite authority must be provided in the Response.

---

(Type or Print Name of Person Authorized to Sign)

---

(Company Name)

---

(Street Address)

---

(City, State, Zip)

---

(Area Code)

(Phone Number)

(Area Code)

(Fax Number)

---

(Email Address)

---

(Signature of Person Authorized to Sign)

---

(Title of Person Authorized to Sign)

**CORPORATE RESOLUTION**

Excerpt from minutes of meeting of the Board of Directors of

\_\_\_\_\_

Incorporated.

At the meeting of Directors of \_\_\_\_\_, duly noticed and held on \_\_\_\_\_, a quorum being there 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 therefore all purchase orders and notices issued pursuant to the provisions of any such 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

**AFFIDAVIT**

STATE OF LOUISIANA

CITY OF KENNER

BEFORE ME, the undersigned authority, personally came and appeared,  
\_\_\_\_\_, who after being by me duly sworn and deposed, said, that he  
is the fully authorized \_\_\_\_\_ of  
\_\_\_\_\_ hereinafter referred to as “CONSULTANT”,  
who attest that:

- (1) \_\_\_\_\_ 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 indirectly, to secure the public contract under which they are to receive payment, other than persons regularly employed by \_\_\_\_\_, whose services in connection with the project or in securing the public contract are in the regular course of course of duties for \_\_\_\_\_.
- (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 \_\_\_\_\_, whose services with the project are in the regular course of their duties for \_\_\_\_\_.
- (3) Included herein is a list of all campaign contributions made to elected officials of the City of Kenner during the current term and past term, and that he has not made any contributions to or in support of elected officials of the City of Kenner through or in the name of another person, either directly or indirectly.

SIGNED: \_\_\_\_\_

SWORN TO AND  
SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_  
2022.

\_\_\_\_\_

NOTARY PUBLIC

**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

**FEMA CONTRACT PROVISIONS**

**REMEDIES.** Pursuant to 2 C.F.R. Part 200, Appendix II(A), the City of Kenner reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**TERMINATION FOR CAUSE AND CONVENIENCE.** Pursuant to 2 C.F.R. Part 200, Appendix II(B), when a City of Kenner expends federal funds, the City of Kenner reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

**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:

- a. 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 not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. 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.

5. 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.

6. 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.

7. 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.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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:

a. 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 the United States to enter into such litigation to protect the interests of the United States.

b. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **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. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## **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
- (2) At a reasonable price. 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.

---

**ATTACHMENT “H”**

---

**44 C.F.R. Part 18- CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned (Contractor) certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
3. The undersigned shall require that the language of this certificate be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly,

This certification is a material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 of each such failure.

The Contractor, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

\_\_\_\_\_  
Name and Title of Contractor’s Authorized Official

\_\_\_\_\_  
Date