



CITY OF KENNER

DEPARTMENT OF FINANCE

MICHAEL J. GLASER
MAYOR

ELIZABETH HERRING
CHIEF FINANCIAL OFFICER

EMAIL AND POSTED
February 13th, 2023

ADDENDUM NO. 1
SOQ 23-6711

**CONTRACT TO PROVIDE PROFESSIONAL SERVICES
FOR A PUMP TO THE RIVER PROJECT IN SOUTH KENNER
FOR THE CITY OF KENNER
DEPARTMENT OF PUBLIC WORKS**

BY WAY OF THIS ADDENDUM, PLEASE NOTE THE FOLLOWING:

-Due to necessary changes made to the original Public Notice included in the SOQ package, please disregard the original SOQ packet, and replace with the new SOQ packet included below.

City of Kenner
Department of Public Works

**Request for
Statement of Qualifications**

**Professional Services Pertaining to Design, Construction
Administration, And Supplemental Services
For a Pump to the River Station
For the City of Kenner**



SOQ No. 23-6711

Public Notice dates: February 8th, 15th, and 22nd, 2023

Submission Deadline: **10:00 A.M., Friday, March 10th, 2023.**

Michael J. Glaser
Mayor

Jose Gonzalez, P.E.
Chief Administrative Officer



PUBLIC NOTICE

The City of Kenner (Kenner) is soliciting Statements of Qualifications from persons or firms to provide professional services for the design, construction administration and supplemental services (surveying, geotechnical, etc...) of the Pump to the River Station drainage project in South Kenner. Design related services include a new drainage pump station, hydraulic modeling (as need be), capacity analysis, site location; suction structure (as need be), discharge piping, Mississippi River Levee crossing, jacking and boring of drain lines (as need be), relocation of existing bike path and levee related work (as need be), Corps of Engineers, Levee District, DOTD and railroad (as need be) permits, utility relocations and adjustments, cost estimating and traffic control. Also included should be assisting Kenner at public meetings (as need be), coordination with and approval from all local, State and Federal entities, as well as assistance in pursuing additional Federal and State funding (if necessary).

GENERAL

Kenner reserves the right to select one or more persons or firms for this project.

Persons or firms must be familiar with the State Capital Outlay Program regulations, as Kenner anticipates receiving reimbursement from State Capital Outlay.

Plans and specifications are subject to review and approval by Kenner, State Facility Planning and Control (FP&C) Division, Corps of Engineers, Levee District, DOTD and railroad (as need be).

Kenner is an Equal Opportunity Employer. We encourage small and minority owned firms and women's business enterprises to participate in this solicitation.

Agreements will only be executed after a funding source is established and the FP&C Division has approved.

COMPENSATION

Compensation will be on an hourly rate basis or a fixed fee basis per individual work task, or a combination of both depending on scope and complexity of work. For hourly rate agreements and tasks a maximum limitation amount shall be established in the agreement. Kenner reserves the right to dictate the method of payment.

For hourly rate agreements, the consultant shall be compensated on the basis of a reasonable certified and itemized salary cost plus an acceptable fee to cover overhead cost and profit. Kenner reserves the right to establish maximum direct and payable hourly rates based on personnel classifications.

All fees shall be negotiated with the consultant and shall be mutually agreeable to both parties.

All costs associated with the project shall be subject to the approval of the Kenner Council, Mayor and FP&C Division.

MINIMUM REQUIREMENTS FOR SELECTION

- The persons or firms under consideration shall have a least one principal who is a professional engineer who shall be registered as such in Louisiana with a minimum of ten (10) years of experience in the discipline involved.
- The persons or firms under consideration shall have a professional in charge of the project who is a licensed, registered, professional engineer (Civil or Mechanical) in the State of Louisiana with a minimum of five (5) years experience.
- The persons or firms under consideration shall have at least one employee who is a Louisiana licensed engineer with a minimum of five (5) years of experience in each of the following disciplines: Civil, Electrical, Mechanical, and Geotechnical. Sub-consultant(s) may be used to meet this requirement.
- The persons or firms under consideration must also employ a full-time supporting technical and clerical staff.

INSURANCE REQUIREMENTS

Upon selection for a particular project, successful firm(s) shall provide insurance certificates in accordance with Kenner's insurance requirements for professional service agreements. Requirements are available from the Kenner Finance Department (504) 468-4049.

EVALUATION CRITERIA

The following criteria listed in order of importance will be used to evaluate each person or firm submitting a Statement of Qualifications:

- 1) Professional training and experience both generally and in relation to the type and magnitude of work required for the particular project– **60 points maximum**
- 2) Capacity for timely completion of the work, taking into consideration the person's or firm's current and projected workload and professional and support manpower– **50 points maximum**
- 3) Size of the firm based on the number of personnel, as related to project requirements and/or scope and complexity of project – **25 points maximum**
- 4) Past performance by the person or firm on public agreements; especially with Kenner, 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 provide by the administration – **20 points maximum**
- 5) Location of business office. Preference shall be given to persons or firms with a business office as follows: (1) Jefferson Parish, including municipalities located within Jefferson Parish (15 points); (2) Neighboring Parishes of the Greater New Orleans Metropolitan Region, which includes Orleans, Plaquemines, St. Bernard, St. Charles and St. Tammany Parishes (12 Points); (3) Parishes other than the foregoing (10 points); (4) Outside the State of Louisiana (6 points) – **15 Points maximum**
- 6) Adversarial legal proceedings between Kenner and the person or firm performing professional services, in which Kenner prevailed or any ongoing adversarial legal procedures between Kenner and the person or firm performing professional services, excluding those instances or cases where the person or firm was added as an indispensable party, or where the person or firm participated in or assisted the public entity in prosecution of its claim. In the event that the person or firm fails to provide accurate and detailed information regarding legal proceedings with Kenner, **including the absence of legal proceedings, the person or firm shall be deemed unresponsive with regard to this category, and zero (0) points shall be awarded. – 15 points maximum**
- 7) Prior successful completion of projects of the type and nature of the engineering services, as defined, for which firm has provided verifiable references. – **15 points maximum**

All firms (including sub-consultants) must submit a Statement of Qualifications (SOQ) in Professional Services Evaluation Committee Format. Interested firms must submit one (1) original, (5) copies and a digital copy on a flash drive for this Statement of Qualifications to the Office of Finance, City of Kenner, 1610 Reverend Richard Wilson Drive, Building D, Kenner, LA 70062 no later than Friday, March 10th, 2023 at 10:00 AM. Packets can also be submitted electronically via www.centralauctionhouse.com. No submittals will be accepted after this deadline. Any inquiries regarding this SOQ should be sent in writing to Fincontracts@kenner.la.us no later than five (5) working days before deadline submission. Kenner reserves the right to reject any and all submissions.

Michael J. Glaser
MAYOR
CITY OF KENNER

Jose Gonzalez, P.E.
Chief Administrative Officer
City of Kenner

SOQ No. 23-6711
ADV. THE ADVOCATE
February 8th, 15th, and 22nd, 2023

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.

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

Attachments

| | |
|--------------|--|
| Attachment A | Cover Sheet |
| Attachment B | Professional Services Evaluation Committee Questionnaire |
| Attachment C | Certification of Submission |
| Attachment D | Attestation Clause |
| Attachment E | Corporate Resolution |
| Attachment F | Non-Collusion Statement |
| Attachment G | Professional Services Insurance Requirements |

Cover Sheet

Statement of Qualifications

From: _____
(Name of Individual or Firm)

**Professional Services Pertaining to Design,
Construction Administration, And Supplemental
Services For a Pump to the River Station
For the City of Kenner**



SOQ NO. 23-6711

PROPOSAL RECEIPT DATE: Friday, March 10th, 2023.

PROPOSAL RECEIPT TIME: 10:00 A.M.

SUBMITTED TO: CITY OF KENNER, FINANCE DEPARTMENT

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

Professional Services Evaluation Committee (PSEC) Questionnaire
Instructions

- The Professional Services Evaluation Committee (PSEC) Questionnaire shall be used for professional services related to architecture, engineering, or survey projects.
- The PSEC Questionnaire should be completely filled out. Complete and attach ALL sections. Insert "N/A" or "None" if a section does not apply or if there is no information to provide.
- Questionnaire must be signed by an authorized representative of the Firm. Failure to sign the questionnaire shall result in disqualification of proposer.
- All subcontractors must be listed in the appropriate section of the Questionnaire. Each subcontractor must provide a complete copy of the PSEC Questionnaire, applicable licenses, and any other information required by the advertisement. Failure to provide the subcontractors' complete questionnaire(s), applicable licenses, and any other information required by the advertisement shall result in disqualification of proposer.
- If additional pages are needed, attach them to the questionnaire and include all applicable information that is required by the questionnaire.

PSEC Professional Services Questionnaire

A. Project Name and Advertisement Resolution Number:

B. Firm Name & Address:

C. Name, title and contact information of Principal who is a registered, licensed architect, professional engineer, or surveyor in the State of Louisiana:

D. Name and contact information of employee who is a registered and licensed architect, professional engineer, or surveyor in the State of Louisiana in the applicable discipline. A subcontractor may be substituted here only if the advertised Project requires more than one discipline.

E. Please provide the number of employees whose primary function corresponds with each category:

| | | |
|--|--|---|
| <input type="checkbox"/> Administrative | <input type="checkbox"/> Estimators | <input type="checkbox"/> Specification Writers |
| <input type="checkbox"/> Architects (Licensed) | <input type="checkbox"/> Geologists | <input type="checkbox"/> Structural Engineers |
| <input type="checkbox"/> Chemical Engineers | <input type="checkbox"/> Geotechnical Engineers | <input type="checkbox"/> Graduate Engineers |
| <input type="checkbox"/> Civil Engineers | <input type="checkbox"/> Interior Designers | <input type="checkbox"/> Project Managers |
| <input type="checkbox"/> Construction Inspectors | <input type="checkbox"/> Landscape Architects | <input type="checkbox"/> Clerical |
| <input type="checkbox"/> Ecologists | <input type="checkbox"/> Land Surveyor | <input type="checkbox"/> Grant/Funding Specialist |
| <input type="checkbox"/> Electrical Engineers | <input type="checkbox"/> Mechanical Engineers | <input type="checkbox"/> Sanitary Engineers |
| <input type="checkbox"/> Engineer Intern | <input type="checkbox"/> Environmental Engineers | |
| <input type="checkbox"/> Professional Land Surveyors | | <input type="checkbox"/> TOTAL |

F. Is this submittal by a JOINT-VENTURE? Please check: YES NO

If marked "No" skip to Section I. If marked "yes" complete Sections G-H.

PSEC Professional Services Questionnaire

G. If submittal is by JOINT-VENTURE, list the firms participating and outline specific areas of responsibility (including administrative, technical, and financial) for each firm. Please attach additional pages if necessary.

1.

2.

**H. Has this JOINT-VENTURE previously worked together? Please check:
YES NO**

I. List all subcontractors anticipated for this Project. Please note that all subcontractors must submit a fully completed copy of this questionnaire, applicable licenses, and any other information required by the advertisement. Please attach additional pages if necessary.

| Name & Address: | Specialty: | Worked with Firm Before (Yes or No): |
|-----------------|------------|--------------------------------------|
| 1. | | |
| 2. | | |
| 3. | | |

J. Please specify the total number of support personnel that may assist in the completion of this Project:

PSEC Professional Services Questionnaire

K. List the professional in charge, key persons, specialists, and individual consultants anticipated for this Project and provide their relevant information below. If necessary, please attach additional documentation (i.e. resume) that demonstrates the employment history and experience of the Firm's key persons that may assist in the completion of this Project. Please attach additional pages if necessary.

PROFESSIONAL IN CHARGE OF PROJECT:

Name & Title:

Project Assignment:

Name of Firm with which associated:

Years' experience with this Firm:

Education: Degree(s)/Year/Specialization:

Active registration: Year first registered/discipline:

Other experience and qualifications relevant to the proposed Project:

PSEC Professional Services Questionnaire

KEY PERSON, SPECIALIST, OR INDIVIDUAL CONSULTANT:

Name & Title:

Project Assignment:

Name of Firm with which associated:

Years' experience with this Firm:

Education: Degree(s)/Year/Specialization:

Active registration: Year first registered/discipline:

Other experience and qualifications relevant to the proposed Project:

PSEC Professional Services Questionnaire

KEY PERSON, SPECIALIST, OR INDIVIDUAL CONSULTANT:

Name & Title:

Project Assignment:

Name of Firm with which associated:

Years' experience with this Firm:

Education: Degree(s)/Year/Specialization:

Active registration: Year first registered/discipline:

Other experience and qualifications relevant to the proposed Project:

PSEC Professional Services Questionnaire

KEY PERSON, SPECIALIST, OR INDIVIDUAL CONSULTANT:

Name & Title:

Project Assignment:

Name of Firm with which associated:

Years' experience with this Firm:

Education: Degree(s)/Year/Specialization:

Active registration: Year first registered/discipline:

Other experience and qualifications relevant to the proposed Project:

PSEC Professional Services Questionnaire

KEY PERSON, SPECIALIST, OR INDIVIDUAL CONSULTANT:

Name & Title:

Project Assignment:

Name of Firm with which associated:

Years' experience with this Firm:

Education: Degree(s)/Year/Specialization:

Active registration: Year first registered/discipline:

Other experience and qualifications relevant to the proposed Project:

PSEC Professional Services Questionnaire

L. Work by Firm or Joint-Venture members which best illustrates current qualifications relevant to this Project. Please include any and all work performed for Kenner. Please attach additional pages if necessary.

PROJECT NO. 1

| | | |
|--|---|---|
| Project Name, Location and Owner's contact information: | Nature of Firm's Responsibility: | |
| | | |
| Completion Date (Actual or estimated): | Estimated Cost: | |
| | Entire Project: | Work for which Firm was Responsible: |
| | | |

PROJECT NO. 2

| | | |
|--|---|---|
| Project Name, Location and Owner's contact information: | Nature of Firm's Responsibility: | |
| | | |
| Completion Date (Actual or estimated): | Estimated Cost: | |
| | Entire Project: | Work for which Firm was Responsible: |
| | | |

PSEC Professional Services Questionnaire

| PROJECT NO. 3 | | |
|--|--|---|
| Project Name, Location and Owner's contact information: | Nature of Firm's Responsibility | |
| | | |
| Completion Date (Actual or estimated) | Estimated Cost: | |
| | Entire Project: | Work for which Firm was Responsible: |
| | | |

| PROJECT NO. 4 | | |
|--|---|---|
| Project Name, Location and Owner's contact information: | Nature of Firm's Responsibility: | |
| | | |
| Completion Date (Actual or estimated): | Estimated Cost: | |
| | Entire Project: | Work for which Firm was Responsible: |
| | | |

PSEC Professional Services Questionnaire

| PROJECT NO. 5 | | |
|--|---|---|
| Project Name, Location and Owner's contact information: | Nature of Firm's Responsibility: | |
| | | |
| Completion Date (Actual or estimated): | Estimated Cost: | |
| | Entire Project: | Work for which Firm was Responsible: |
| | | |

| PROJECT NO. 6 | | |
|--|---|---|
| Project Name, Location and Owner's contact information: | Nature of Firm's Responsibility: | |
| | | |
| Completion Date (Actual or estimated): | Estimated Cost: | |
| | Entire Project: | Work for which Firm was Responsible: |
| | | |

PSEC Professional Services Questionnaire

| PROJECT NO. 7 | | |
|--|---|---|
| Project Name, Location and Owner's contact information: | Nature of Firm's Responsibility: | |
| | | |
| Completion Date (Actual or estimated): | Estimated Cost: | |
| | Entire Project: | Work for which Firm was Responsible: |
| | | |

| PROJECT NO. 8 | | |
|--|---|---|
| Project Name, Location and Owner's contact information: | Nature of Firm's Responsibility: | |
| | | |
| Completion Date (Actual or estimated): | Estimated Cost: | |
| | Entire Project: | Work for which Firm was Responsible: |
| | | |

PSEC Professional Services Questionnaire

| PROJECT NO. 9 | | |
|--|---|---|
| Project Name, Location and Owner's contact information: | Nature of Firm's Responsibility: | |
| | | |
| Completion Date (Actual or estimated): | Estimated Cost: | |
| | Entire Project: | Work for which Firm was Responsible: |
| | | |

| PROJECT NO. 10 | | |
|--|---|---|
| Project Name, Location and Owner's contact information: | Nature of Firm's Responsibility: | |
| | | |
| Completion Date (Actual or estimated): | Estimated Cost: | |
| | Entire Project: | Work for which Firm was Responsible: |
| | | |

PSEC Professional Services Questionnaire

M. List all prior and/or on-going litigation between Firm and Kenner. Please attach additional pages if necessary.

| Parties: | | Status/Result of Case: |
|-------------------|-------------------|-------------------------------|
| Plaintiff: | Defendant: | |
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |

N. Use this space to provide any additional information or description of resources supporting Firm's qualifications for the proposed project.

O. To the best of my knowledge, the foregoing is an accurate statement of facts.

Signature: _____ **Print Name:** _____

Title: _____ **Date:** _____

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)

(Email

(Area Code)

(Phone Number)

(Area Code)

(Fax Number)

(Signature of Person Authorized to Sign)

(Title of Person Authorized to Sign)

NAME OF PROJECT

PROJECT NUMBER

DATE OF BID

**ATTESTATION CLAUSE REQUIRED BY
LA. R.S. 38:2227 (PAST CRIMINAL CONVICTIONS OF BIDDERS)**

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, Or member who has a minimum of a ten percent (10%) ownership in the bidding entity Name below has been convicted of, or has entered a plea of guilty or nolo contendere to Any of the following state crimes or equivalent federal crimes:

- | | |
|---------------------------------------|-----------------------------------|
| (a) Public bribery (R.S. 14:118) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money Laundering (R.S. 14:23) |

- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a pleas of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provision of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- | | |
|--|--|
| (a) Theft (R.S. 14:67) | (f) Bank fraud (R.S. 14:71.1) |
| (b) Identity Theft (R. S. 14:67.16) | (g) Forgery (R. S. 14:72) |
| (c) Theft of a business record (R. S. 14:67.20) | (h) Contractors; misapplication of payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70) | (i) Malfeasance in office (R. S. 14:134) |
| (e) Issuing worthless checks (R. S. 14:71) | |

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY OF BIDDER

DATE

TITLE OF AUTHORIZED SIGNATORY OF BIDDER

**SIGNATURE OF AUTHORIZED
SIGNATORY OF BIDDER**

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

AT THE MEETING OF DIRECTORS OF _____ INCORPORATED, DULY NOTICED AND HELD ON _____, 20____, 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, PROPOSALS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SUREITIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFORE, ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS ON ANY SUCH BID, PROPOSAL, 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 EXERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RECINDED.

SECRETARY

DATE

CITY OF KENNER**PROFESSIONAL SERVICES
INSURANCE SPECIFICATIONS**

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

I. INSURANCE REQUIREMENTS:

THE CONTRACTOR IS CAUTIONED TO ASSURE THAT THE TOTAL INSURANCE REQUIREMENTS FOR THIS CONTRACT 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. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS MAY BE GROUNDS FOR REJECTION OF AND/OR REFUSAL TO AWARD A CONTRACT. IF APPLICABLE, SUBCONTRACTORS MUST MEET THESE REQUIREMENTS AS WELL. COVERAGES CANNOT EXCLUDE SERVICES PROVIDED.

A. GENERAL:

The following insurance requirements shall be provided and shall apply on a primary basis, any insurance carried by KENNER shall be excess and not contributing insurance. The total limit of insurance must be equal to or greater than the minimum acceptable limits indicated below. 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 Contractor shall contain the following coverages and limits:

1. PROFESSIONAL LIABILITY, AS APPLICABLE TO THE SERVICES PROVIDED:

- a. Minimal acceptable limits: \$1,000,000 Per Loss; \$2,000,000 Aggregate;
- b. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract;
- 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 or the contract is terminated;
- d. This insurance shall provide primary coverage for claims and/or suits which may arise out of or result from the Contractor's Scope of Work as described in the Contract and its amendments; and
- e. 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. General Requirements:

1. Qualifications of Insurers:

- a. All insurance required for this Contract is to be purchased and maintained by the Contractor 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*. Any variance must be approved by KENNER.
- b. If the insurance company providing any insurance coverage furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business in Louisiana is terminated or it ceases to meet the requirements of this Document, Contractor 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. **Certificates of Insurance/Policies of Insurance:** Contractor shall deliver to KENNER Certificates of Insurance evidencing all insurance which the Contractor has purchased and shall maintain in accordance with this Document. It is mandatory that within five (5) business days after the notification of the award of the Contract, the Contractor shall furnish to KENNER the certificates of insurance as required in this Document.

3. **Objection by KENNER:** If KENNER has any objection to the coverage afforded by or to any other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with the insurance requirements for the work on the basis of non-conformance with the Contract, KENNER may notify the Contractor in writing within fifteen (15) days after receipt of the Certificates. The Contractor shall become compliant within ten (10) days from the date of the letter request. Any variance must be approved by KENNER in writing.

4. **No waiver of liability:** Acceptance of evidence of the insurance requirements by KENNER in no way relieves or decreases the liability of the Contractor for the performance of the Work under this Contract. Additionally, the Contractor is responsible for any losses, expenses, damages, claims and/or suits and costs of any kind which exceed the Contractor's limits of liability or which may be outside the coverage scope of the Contractor's insurance policies. The insurance requirements outlined in this Document shall in no way be construed to limit or eliminate the liability of the Contractor that may arise from the performance of work under the Contract. The Contractor'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 Contractor's insurance coverage and shall not contribute with or to it in any way.

5. **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 Contractor.