

CITY OF KENNER
Bid Documents
For
Electronic Bid No. 26-2199

**REMOVE, FURNISH AND INSTALL FRONT METAL ROOF AT
RIVERTOWN THEATER**



Table of Contents

Part I. Bid Documents (Required of ALL Bidders)

Invitation to Bid	2
Instructions to Bidders	3-4
Bid Form	5
Bid Bond (if applicable).....	6-7
Corporate Resolution (Sample).....	8

Part II. Contract Documents (Required of Successful Bidder)

Agreement (Sample)	9-13
Insurance Requirements and Specifications	14-21
Performance Bond (if applicable)	22-23
Payment Bond (if applicable)	24-25
Statement of Non-Collusion (Sample).....	26
Employment Status Verification “E-Verify” Affidavit (Sample).....	27
Attestation Clause of Past Criminal Convictions (Sample).....	28

Part III. Technical Specifications

Technical Specifications.....	29
FEMA Contract Provisions.....	30-41

INVITATION TO BID

Electronic Bid No. 26-2199

01/13/2026

REMOVE, FURNISH AND INSTALL FRONT METAL ROOF AT RIVERTOWN THEATER
Electronic Bid No. 26-2199

The City of Kenner (also referenced as “Kenner” and “Owner”) will receive electronic bids for:

Remove, Furnish and Install Front Metal Roof at Rivertown Theater,
401 Minor Street, Kenner, LA 70062

Bidders may also obtain copies of the bid documents by visiting our website at www.kenner.la.us. Electronic bids will be received until **Thursday, January 29, 2026 at 9:45 a.m. CST**. They can be submitted to the City of Kenner by email at FINContracts@kenner.la.us or in person/mail in the Finance Department located at:

1610 Reverend Richard Wilson Drive
Building D
Kenner, Louisiana 70062

There will be an optional pre-bid meeting on **Thursday, January 22, 2026 at 9:00 a.m. CST** at 401 Minor Street, Kenner, LA 70062. This meeting will be to discuss the scope of work and for the contractor to take any necessary measurements. All interested bidders are encouraged to attend.

CITY OF KENNER

/s/Elizabeth Herring
Chief Financial Officer

INSTRUCTIONS TO BIDDERS

B-1 Questions. Bidders should email all questions to FinContracts@kenner.la.us no later than FIVE (5) working days prior to bid opening. All questions will be answered by addenda to all parties recorded as having received the bidding documents. Only answers furnished by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B-2 Bid Format. All bids must be written in ink or typewritten and signed by a member of the entity or authorized representative. Bids may not be corrected or altered by erasure, strikethrough, or any other means unless each correction is initialed by the Bidder.

B-3 Price. The City of Kenner will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Failure to bid on an item will also result in rejection of the bid.

B-4 Brand Names. Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality provided brand names and stock numbers are specified.

B-5 New Materials. All materials and/or products must be new and of current manufacturer, unless otherwise stated.

B-6 Product Data. Complete product data of equal products may be required prior to award. All items appearing in the manufacturer's regularly published specifications furnished by the Bidder are assumed to be included in the Bidder's proposal. Any additions, deletions, or variations from manufacturer's regularly published specifications must be outlined in an attached letter. Minor deviations from these specifications, which do not impair comparative functional equivalency will be accepted.

B-7 Local Preference. By statutory authority, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside of the State (LA R.S. 38:2252).

B-8 Bid Awards. The City of Kenner reserves the right to award contracts or place orders with the lowest responsive bidder, on a lump sum or individual item basis or such combination as shall in its judgment be in the best interest of the city. Awards will be based on compliance with the specifications and the delivery and/or completion date.

B-9 Delivery Charges. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be disqualified if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.

B-10 Estimated Quantities. Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

B-11 Price Extensions. In case of an extension error the unit price shall prevail.

B-12 Withdrawal. All bids submitted shall remain binding and may not be withdrawn for a period of forty-five (45) days after the scheduled closing date for receiving bids, except as provided for in La R.S. 38:2214(C) & (D).

B-13 Bidder Certifications. By submitting a bid, the bidder certifies that it has a) carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project all in strict accordance with the Bidding Documents prepared by the City of Kenner. The bidder further if awarded they agrees to the agreement term and condition set out in these bid documents.

B-14 Acceptance of Bids. The acceptance and rejection of bids will be in accordance with the Louisiana Public Bid Law. Kenner will consider compliance with the prescribed requirements, the qualifications of the Bidders, and price to determine the lowest responsive and responsible Bidder for award.

Documentation Required for Bid Submission

B-15 Louisiana License Requirements. Bidder will obtain licensing in accordance with LA R.S. 37:2150 – 2173 prior to submitting a bid. Bidder will display its license number on the bid envelope. In the case of an electronic bid proposal, Bidder may submit an authentic digital signature on the electronic bid proposal accompanied by the contractor's license number. If the bid does not display the contractor's license number on the bid envelope, the bid shall be automatically rejected, returned to the bidder marked "Rejected", and not be read aloud.

B-16 Bid Security. If Bidder's Bid is \$250,000.00 or more, Bidder must submit Bid Security in the form of bid bond, cashier's check, or certified check in the amount of 5% of the contract price in favor of the City of Kenner. If submitting Bid electronically, a bid bond is the only acceptable form of bid security. The Bid Security shall be forfeited to the Owner if the Bid is accepted and the Bidder should fail to enter into an Agreement.

B-17 Corporate Resolution. If someone other than the corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212 (0). Bidders may use the form provided and attach to the proposal if needed.

LOUISIANA BID FORM

TO: City of Kenner – General Services
1610 Reverend Richard Wilson Drive
Kenner, LA 70062

BID FOR: Electronic Bid 26-2199
R, F & I Front Metal Roof at Rivertown Theater
401 Minor Street, Kenner, LA 70062

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: CITY OF KENNER and dated: 01/13/2026.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number assigned to each of the addenda that the Bidder is acknowledging)

TOTAL BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid") the sum of:

Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (*Owner to provide description of alternate and state whether add or deduct*) for the lump sum of:

N/A Dollars (\$ _____)

Alternate No. 2 (*Owner to provide description of alternate and state whether add or deduct*) for the lump sum of:

N/A Dollars (\$ _____)

Alternate No. 3 (*Owner to provide description of alternate and state whether add or deduct*) for the lump sum of:

N/A Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER: _____

EMAIL ADDRESS: _____

DATE: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, _____ as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the City of Kenner, State of Louisiana, acting herein by and through the City Council, the governing authority for said City, hereinafter called the "OWNER", in the penal sum of:

_____ DOLLARS (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated _____, _____, for ELECTRONIC BID 26-2199 REMOVE, FURNISH AND INSTALL FRONT METAL ROOF RIVERTOWN THEATER

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified herein after the opening of the same or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefor or, if no period be specified, within twelve (12) days after the prescribed forms are presented to him for signature, enter into a written Contract with the OWNER in accordance with the Bid as accepted, and give bond with good sufficient surety and sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the OWNER the difference between the amount specified in said bid and the amount for which the OWNER may procure the required work or supplies, or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, _____, and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

(Individual Principal)

(Business Address, including Zip Code)

(Partnership)

(Seal)

ATTEST:

BY: _____

(Corporate Principal)

(Business Address, including Zip Code)

ATTEST:

(Corporate Surety)

(Business Address, including Zip Code)

BY: _____

AFFIX CORPORATE SEAL

Countersigned:

BY: _____
Attorney-in-Fact*

State of: _____

*Power-of-Attorney for person signing for surety company must be attached to bond.

SAMPLE CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

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 THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

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

SECRETARY

DATE

AGREEMENT

This Agreement is entered into between the City of Kenner, Louisiana, ("Kenner"), a local governmental subdivision of the State of Louisiana, and Successful Bidder for Electronic Bid 26-2199, ("Contractor") authorized to do business in the State of Louisiana:

1. **Scope of Work:** Contractor will remove, furnish & install front metal roof at Rivertown Theater. All work shall meet or exceed all local, state, federal, and manufacturer's codes and guidelines.
2. **Effective Date:** Upon execution, this Agreement will be effective and will terminate once complete.
3. **Agreement Amount:** This Agreement will not exceed \$25,000.00.
4. **Terms of Payment:** Payment will be made only upon completion and acceptance of the project by Kenner. Contractor shall invoice Kenner upon completion of work by e-mail to purchasing@kenner.la.us. Invoices must be submitted within forty (40) days of services/materials billed for. Invoices submitted after this period are subject to non-payment by Kenner.
5. **Notices:** Any communications shall be in writing and delivered personally, electronically or by certified mail as follows:

Notices should be sent to Kenner at the following address:

Department of General Services
c/o Director
1610 Reverend Richard Wilson Dr. Kenner, LA 70062

Notices should be sent to Contractor at the address provided on the Bid Form.

Written notices delivered personally, electronically or by certified mail, shall be deemed communicated as of actual receipt, in accordance with this paragraph.

6. **Insurance:** Contractor shall maintain insurance coverage in conformity with the Insurance Specifications provided for in Bid 26-2199 and attached, if applicable. Contractor shall provide a certificate of insurance evidencing such coverage prior to the execution of this Agreement.
7. **Bonds:** Payment and performance bonds will be required if Contractor's submission to Bid 26-2199 exceeded \$25,000.00. The payment and performance bonds shall be in conformity with the Insurance Specification provided for in Bid 26-2199 and attached, if applicable. Contractor shall supply the performance and payment bonds prior to the execution of this Agreement.
8. **Required Affidavits:** Contractor must complete the following affidavits as required by law and provide to Kenner prior to the execution of this Agreement: Employment Verify

Affidavit (La. R.S. 38:2212.10), Non-Collusion Affidavit (La R.S. 38:2224), and Past Criminal Convictions Affidavit (La. R.S. 38:2227).

9. **Permits:** Contractor shall obtain any and all permits required by the City of Kenner Department of Inspection and Code Enforcement and shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project.
10. **Filing Fees:** When required by law to be recorded, Contractor shall be responsible for filing one complete copy of the executed Contract Documents with the Recorder of Mortgages in Jefferson Parish and for paying all associated fees. Contractor is also responsible for any subsequent filings required by law including change orders, amendments, or completion certificates. Contractor shall promptly furnish recordation information to Owner. No payment shall be made until this requirement is fulfilled.
11. **Job Site Certifications:** Job site must be clean and free of all litter and debris daily and upon completion of the Agreement. Passageways must be kept clean and free of materials, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of the City of Kenner and the general public.
12. **Termination for Cause:** Kenner may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this Agreement, provided that Kenner shall give Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure, or in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then Kenner may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of Kenner to comply with the terms and conditions of this Agreement, provided reasonable opportunity for Kenner to cure the defect.
13. **Termination for Convenience:** Kenner may terminate the Agreement at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. In the event of termination of this Agreement, because of any of the above, the Contractor shall be paid for work performed in a satisfactory manner prior to the Contractor's receipt of written notice of termination.
14. **Conflict of Interest:** By signing this Agreement, the Contractor covenants that there is no public or private interest, direct or indirect, and shall not acquire directly or indirectly in the future, any such interest which does or may conflict in any manner with the performance of services rendered by the Contractor or obligations under this Agreement. Any conflicts shall be timely disclosed to Kenner and Kenner shall determine whether the conflict is cause for non-execution or termination of this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by the Contractor.

15. **Discrimination:** The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.
16. **Audit:** When applicable, it is agreed that Kenner or its designee shall have the option of auditing all accounts of the Contractor which relate to this Agreement.
17. **Non-assignability:** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Kenner, provided, however, that claims for money due or to become due to the Contractor from Kenner under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished to Kenner.
18. **Taxes:** Contractor agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or council appropriation shall be said Contractor's obligation as per La. R. S. 47:301 *et seq.*, all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body.
19. **Independent Contractor:** While in the performance of providing services or carrying out obligations under this Agreement, Contractor and/or its employees shall be acting in the capacity of independent contractor(s) and not as employee(s) of Kenner. Kenner shall not be obligated to any person, Contractor, corporation, or other entity for any obligation of the Contractor arising from performance of services under this Agreement. Contractor expressly acknowledges and agrees that nothing contained in this Agreement shall be construed in any manner as creating or establishing the relationship of employer/employee between the Contractor and Kenner. It is further expressly declared and acknowledged between the parties entering into this Agreement that the Contractor and/or its employees are independent Contractor(s) and as such shall not receive nor be entitled to any benefits from Kenner, including but not limited to benefits relating to life and/or medical insurance, workers' compensation coverage, accrued sick or annual leave, retirement, FICA, social security, or unemployment compensation coverage. Sole compensation consists of fees earned in connection with the scope of work described above and the terms of payment agreed to by the parties.
20. **Ownership of Records:** When applicable, all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for shall become the property

of Kenner, and shall, upon request, be returned by the Contractor to Kenner, at the Contractor's expense, at the termination or the expiration of this Agreement.

21. **Entire Agreement:** This Agreement represents the entire Agreement between the parties with respect to the subject matter for this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this Agreement, shall be allowed by Kenner.
22. **Hold Harmless:** Contractor agrees to protect, defend, indemnify, save and hold harmless Kenner, all Kenner Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of Kenner, all Kenner Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expenses and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.
23. **Fiscal Funding:** This Agreement is subject to and contingent upon the continued availability and appropriation of funds to fulfill the requirements of the Agreement by the Kenner Council. If the Council fails to appropriate sufficient funds to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Mayor or by any means provided for in the Kenner Charter to prevent the total appropriation for the year from exceeding the revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient funds for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated. It is the responsibility of the Contractor to advise Kenner in advance if Agreement funds or Agreement terms may be insufficient to complete Agreement objectives.
24. **Code of Ethics:** Contractor acknowledges that La. R. S. 42:1101 *et seq.*, Code of Governmental Ethics applies to the Contractor in the performance of services and work called for in this Agreement. Contractor agrees to immediately notify Kenner if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.
25. **Severability:** The parties to this Agreement understand and agree that the provisions, shall, between them, have the effect of law, but in reference to matters not provided, the Agreement shall be governed by the regulations of the United States and the laws of the State of Louisiana. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement,

such provision is fully severable, and this Agreement must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Agreement; and the remaining provisions of this Agreement remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Agreement.

26. **Applicable Law and Venue:** This Agreement shall be consummated in the State of Louisiana and shall be governed and/or construed in accordance with the laws of the State of Louisiana. The parties agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this Agreement will shall be in the Twenty-Fourth Judicial District Court; and by entering this Agreement, the Contractor expressly waives any objections to jurisdiction and venue, regardless of the Contractor's residence or domicile. In the event that either Kenner or the Contractor commences a legal proceeding to enforce or interpret any of the terms of this Agreement or to terminate this Agreement, the prevailing party in any such suit shall receive from the other a reasonable sum as attorney's fees and court costs as may be fixed by the court.
27. **Subcontractors:** Contractor will make a full and complete disclosure of any and all subcontractors and suppliers they intend to utilize. Contractor shall not enter into any subcontract for work or services contemplated under this Agreement without obtaining prior written approval to Kenner. Any subcontracts approved by Kenner shall be subject to the conditions and provisions of this Agreement or other provisions Kenner may deem necessary. This section will not apply to subcontractors or suppliers used for the purchase of supplies and services which are incidental for the performance of the work required under this Agreement.
28. **Contractor Certification:** In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

***Applicable to all contracts in the amount of \$100,000 or more entered into or renewed on or after August 1, 2024, and if Contractor employs at least 50 full-time employees. This shall not apply if Contractor is a sole-source provider or sole bidder that meets the criteria under this Section.

29. **Federal Clauses:** Contractor agrees to the terms and provisions provided for in "Appendix A" (applicable to all federally funded and reimbursable agreements).

[Signature blocks will be added to the Agreement when executed electronically]

CITY OF KENNER

INSURANCE REQUIREMENTS AND SPECIFICATIONS **(Small F&I Bids)**

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 THE CONTRACT ARE THOROUGHLY REVIEWED, UNDERSTOOD AND MET. THE CITY OF KENNER (HEREIN AFTER REFERRED TO AS OWNER) THROUGH ITS RISK MANAGEMENT CONSULTANT, 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 TO CITY OF KENNER.

A. GENERAL:

The following insurance requirements shall be provided and shall apply on a primary basis; any insurance carried by Owner shall be excess and non-contributory insurance. The total limit of insurance must be equal to or greater than the minimum acceptable limits indicated below. Required primary limits may be reached with the addition of umbrella or excess liability limits, if applicable. 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 in the name of the Contractor shall contain the following coverages and limits:

1. WORKERS' COMPENSATION:

- a. State Act - Louisiana Statutory Requirements; Provide Other States coverage, if applicable;
- b. Employer's Liability coverage with minimum acceptable limits of \$500,000/ \$500,000/\$500,000; and

- c. A Waiver of Subrogation in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, volunteers, and any other entities who may require waivers by specific contract.

2. GENERAL LIABILITY:

- a. Commercial General Liability Form CG 00 01, or pre-approved equivalent;
- b. Minimal acceptable limits: \$500,000 per occurrence; \$500,000 general aggregate; and \$500,000 products/completed operations aggregate;
- c. Coverage to be written on a per project aggregate basis;
- d. If any crane or lift operations are involved, the policy shall provide riggers liability (lift risk) coverage with minimum limits of \$1,000,000;
- e. An Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers CG 20 10 Form B (edition 07 04) or approved equivalent; and
- f. A Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

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

3. AUTO LIABILITY:

- a. Minimal acceptable limit \$500,000 Combined Single Limits for bodily injury and property damage;
- b. Liability coverage to be provided for Any Auto OR All Owned Autos and Hired and Non-owned Autos. If Contractor owns no vehicles, then a Hired and Non-owned Auto Liability policy is required;
- c. An Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- d. A Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers; and
- e. If transporting any pollutants, policy to include the Broad Form Transportation Pollution Form CA 99 48, or the most current form available.

4. CONTRACTOR'S POLLUTION, if applicable:

If the construction project involves pollutants of any kind, in any manner, including cleanup, this section applies:

- a. Covering losses caused by pollution conditions that arise from the operations of Contractor;
- b. Minimum acceptable limits: \$1,000,000 per incident; \$2,000,000 aggregate;

- c. Broad Form Named Insured endorsement;
- d. Fines, penalties and punitive damages to be included;
- e. Clean up costs to be included;
- f. Additional Insured endorsement in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers and should stipulate that the insurance afforded Contractor shall be primary insurance and that any insurance carried by the City shall be excess and not contributing insurance;
- g. Waiver of Transfer of Rights of Recovery Against Others to Us in favor of The City of Kenner, its elected and appointed officials, agents, directors, servants, employees, and volunteers;
- h. If claims-made coverage is accepted, the retroactive date, if any, must precede the commencement of the performance of the contract; and
- i. 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 this Contract is completed or terminated.

5. BUILDER'S RISK, if applicable:

If the construction project involves a structure of any kind, this section applies:

The Contractor shall purchase and maintain Builder's Risk insurance upon the entire Work which is the subject of the Contract, at the site, to the full insurable value thereof. The Contractor shall purchase the policy with the Owner as the Named Insured and maintain an "all risk" builder's risk insurance on the entire Work. If the Contractor has a blanket Builder's Risk policy, it shall be endorsed to include the Work, with the Owner listed as a Named Insured with regard to the Work. These policies must at a minimum cover for such amount of the Work as is determined by the City of Kenner or its Engineer and/or Architect. This insurance shall include, as Named Insureds, the Contractor, any Subcontractors, any Sub-Subcontractors, and/or any vendors deemed appropriate by the Contractor.

The policy shall insure against the perils of fire, flood, and extended coverage and shall include "all risk" insurance for physical damage, including, without duplication of coverage,

- theft,
- testing as appropriate for the type of project,
- debris removal,
- damage to any Work-related property stored in the open, resulting from a non-excluded peril, and
- vandalism.

If not covered under the "all risk" insurance or otherwise provided in the Contract, the Contractor shall effect and maintain similar insurance on portions of the Work stored off the site, when such portions of the Work are to be included in any applications for payment and such procedures have been approved by the Owner. The Builder's Risk insurance shall be written and provided such that any portions of a building or site vacated by the Owner to accommodate the Work are protected

and covered by the terms of the insurance. The insurance shall not be cancelled or permitted to lapse because of such vacancy.

Coverage is to provide for use and/or occupancy, without qualification, of any and all portions of the Work, or the premises where the Work is being conducted, whether the Work has been accepted by the Owner or not. The policy shall remain in full force and effect until all work has been accepted by the Owner and no repairs, remediation or operations of any type are required from the Contractor, as determined by the Owner.

Coverage for Builder's Risk Soft Costs is to be included.

II GENERAL SPECIFICATIONS:

A. Contractor's Liability Insurance:

The Contractor shall purchase, in its name, and maintain, at its sole cost and expense, such liability and other insurance as set out in the insurance requirements of this Document. This insurance will provide coverage for claims and/or suits which may arise out of or result from the Contractor's performance and furnishing of the Work, whether it is performed by the Contractor, any sub-contractor, 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 thereunder. Additionally, the Contractor should be aware of and comply with any requirements of its own insurance policies.

If applicable, the Contractor shall require all subcontractors to maintain, in limits equal to or greater than Contractor's, the same insurance coverage for Work performed or materials provided for the Work. Contractor shall insert this requirement in all contracts or agreements with all entities and/or persons who perform any Work under this contract. At no time shall Contractor allow any subcontractors to perform Work without the required types and limits of insurance coverage. In the event of a subcontractor's non-compliance with this requirement, the Contractor shall be responsible for any damages or liabilities arising from the subcontractor's work, actions, or inactions.

B. General Requirements:

1. Qualifications of Insurers:

- a. All insurance required for the Contract is to be purchased and maintained by the Contractor from insurance companies that are duly licensed and authorized 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 (or the current requirements of the State of Louisiana Public Bid Law

(RS: 38:2211-2296)) as of the most current edition of A.M. Best's Key Rating Guide. Any variance must be approved by the Owner.

- b. If any insurance company providing any insurance coverage furnished by the Contractor is declared bankrupt, becomes insolvent, has its right to do business in Louisiana terminated, or ceases to meet the requirements of this Document, the Contractor shall, within thirty (30) days thereafter, substitute another insurance company acceptable to the Owner. The Owner reserves the right to mandate cessation of all Work until the receipt of acceptable replacement insurance.
- 2. Partnerships and Joint Ventures:** If the Contractor is a partnership or joint venture, then the evidence of all primary and excess liability insurance required to be maintained during the term hereunder shall be furnished in the name of the partnership or joint venture. Evidence of continuing primary commercial general liability insurance, which shall remain in effect in the name of the partnership or joint venture, shall also be furnished.
- 3. Certificates of Insurance/Policies of Insurance:**

 - a. The Contractor shall deliver to the Owner Certificates of Insurance, with copies to each additional insured identified in the Contract, evidencing all insurance which the Contractor has purchased and shall maintain in accordance with this Document. It is mandatory that within ten (10) days after the notification of the award of the Contract, the Contractor shall furnish to Owner the required certificates of insurance.
 - b. The Owner 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. The Owner reserves the right to request removal of any endorsement(s) that it finds jeopardizes its own insurance portfolio. Failure to reach a compromise may result in contract cancellation or disqualification of bidder. The Owner 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 the Owner within ten (10) days of the written request.
 - d. Any and all communications regarding the insurance policies shall include the Project name, Project number, Proposal number and Owner's address as identified in the Contract.
- 4. Objection by the Owner:** If the Owner has any objection to the coverage afforded by, or 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, Owner shall notify the Contractor in writing within fifteen (15) days after receipt of the Certificates. The Contractor shall provide a written response to Owner's objections within ten (10) days from the date of the letter request.

5. The Contractor's Failure: Upon failure of the Contractor or his subcontractor to purchase, furnish, deliver or maintain such insurance as required herein, at the election of the Owner, the Contract may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to purchase and maintain insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

6. No Waiver of Liability: Acceptance of evidence of the insurance requirements by the Owner in no way relieves or decreases the liability of the Contractor for the performance of the Work under the 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 insurance coverage maintained by the Owner is to be deemed as excess of the Contractor's insurance coverage and shall not contribute with or to it in any way. The limits required herein are the minimum acceptable limits for this contract. The Owner in no way affirms that this is an adequate level of insurance for its operations.

7. No Recourse Against the Owner: The insurance companies issuing the policies shall have no recourse against the Owner 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.

8. The Owner's Liability Insurance: In addition to the insurance required to be provided by The Contractor above, the Owner, at its option, may purchase and maintain at Owner's expense its own liability insurance as will protect the Owner against claims which may arise from operations under the Contract.

III. SURETY:

All Bonds shall be in the form prescribed by the Contract except as provided otherwise by applicable laws or regulations and shall be executed only by sureties meeting the requirements and qualifications set forth herein.

If the surety on any Bond furnished by the Contractor is declared bankrupt, becomes insolvent, loses its right to do business in any state where any part of the Project or Work is located, or ceases to meet the requirements of paragraphs A, B and/or C below, the Contractor shall within ten (10) days thereafter substitute another Bond and surety, both of which shall comply with Paragraphs A, B and/or C.

A. Bid Bond / Evidence of Good Faith (applicable to all bids in the amount of \$250,000.00 or greater):

The Contractor's Bid shall be accompanied by a certified check, cashier's check or bid bond in an amount equal to five percent (5%) of the Contractor's Bid as an evidence of good faith. If a Bond is used, the surety or insurance company must be currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies, which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest edition of the A. M. Best's Key Rating Guide. Any variance must be approved by the Owner.

B. Performance and Payment Bonds (applicable to all bids greater than \$25,000.00):

The Contractor shall purchase and furnish performance and payment bonds each in an amount at least equal to fifty percent (50%) of the Contract price, including but not limited to, the obligations for actual damages and liquidated damages, in accordance with the provisions in the Contract, regarding delay in completion of the Work within the Contract times, as security for faithful performance and payment of all Contractor's obligations under the Contract. Contractor shall also furnish such other Bonds as are required by the Contract.

C. Qualification of Surety – Performance and Payment Bonds:

Any surety Bond written for Owner shall be written by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies, which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest edition of the A. M. Best's Key Rating Guide to write individual Bonds up to ten percent (10%) of policy holders' surplus, or by a surety company that complies with the requirements of LSA-R.S. 38:2219.

D. Resident Agent Required:

No surety will be accepted from a bondsman that does not have a permanent agent or representative in the State of Louisiana upon whom notices referred to in the General Conditions may be served. Service of said notice on said agent or representative in the State shall be equal to service of notice on the president of the surety, or such other officer as may be concerned. Should the Contractor's surety, even though approved and accepted by Owner, subsequently remove its agency or representative from the State or terminate its residency or license in the State, or become insolvent, bankrupt, or otherwise fail, the Contractor shall immediately furnish a new Bond from another company approved by the Owner at no additional cost to the Owner. The new Bond shall be executed upon the same terms and conditions as the original Bond.

E. Alternative Security:

Owner, may, in its discretion accept alternative security pursuant to the requirements set forth in the Louisiana Public Contract Law (LSA-R.S. 38:2211 et seq.)

F. Scope of the Bond and Obligation of the Surety:

The Contractor's surety shall obligate itself to all the terms and covenants of the Contract covering the Work to be performed hereunder. The Owner reserves the right to order extra work or to make changes by altering, adding to, or deducting from the Work under the conditions and in the manner herein described without notice to the Contractor's surety and without, in any manner, affecting the liability of the bondsman or releasing it from any of its obligations hereunder.

The Bond shall also secure for the Owner the faithful performance of the Contract in strict accordance with the plans and specifications of the Contract. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of the Contract and institution of concursus proceedings, if such proceedings become necessary. Likewise, it shall provide that if the Engineer is put to labor or expense by enforcement of the Contract and institution of concursus proceedings or through delinquency or insolvency of the Contract, he shall be equitably paid for such extra expense and services involved.

The surety of the Contractor shall be, and does hereby declare and acknowledge itself by acceptance to be, bound to the Owner as guarantor jointly and in solido with the Contractor for fulfillment of the foregoing items including, but not limited to any provisions for actual or liquidated damages.

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

(Name of Contractor)

a _____, hereinafter called Principal, and

(Name of Surety) _____, hereinafter called the "Surety", are held and firmly bound unto the City of Kenner, Louisiana, hereinafter called "Owner", in the penal sum of _____

Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, _____, a copy of which is hereto attached and made apart hereof for the construction of:

ELECTRONIC BID 26-2199 REMOVE, FURNISH AND INSTALL FRONT METAL ROOF RIVERTOWN THEATER

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default in connection with the construction of such work, and all insurance premiums on said work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

[*Insert name and address of Contractor*]

hereinafter called Principal, and:

[*Insert name and address of Surety*]

hereinafter called Surety, are held and firmly bound unto the City of Kenner, State of Louisiana, acting herein by and through the Kenner City Council, the Governing Authority for said City, hereinafter called Owner, in the penal sum of

[*Insert value of Bond*]

in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated [*Insert date of Contract*], a copy of which is hereto attached and made a part hereof for the construction of:

[*Insert name of Project*]

NOW, THEREFORE, if the Principal shall promptly pay all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original.

WITNESSES:

(Principal)

BY: _____

WITNESSES:

(Surety)

BY: _____
(Attorney-in-fact)

NOTE:

1. Date of Bond must not be prior to date of Agreement.
2. Correct name of Contractor
3. A Corporation, A partnership, or an Individual
4. Correct Name of Surety

NON-COLLUSION AFFIDAVIT

STATE OF LOUISIANA
PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared,

Name

who after being by me duly sworn and deposed said that he is the fully authorized

Title _____ of _____ *Name of Bidder*

the party who submitted a bid for the City of Kenner on _____ and said affiant further said:

(1) The bidder employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder, and

(2) That no part of the contract price received by bidder 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 the bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for bidder.

(3) Said bid is genuine and the bidder has not colluded, conspired, or agreed, directly or indirectly, with any other bidder to offer a sham or collusive bid.

(4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.

(5) Said bid is not intended to secure an unfair advantage of benefit from the Parish of Jefferson or in favor of any person interested in the proposed contract.

(6) All statements contained in said bid are true and correct.

(7) Neither affiant nor any member of his company has divulged information regarding said bid or any data relative thereto any other person, firm, or corporation.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY OF

20_____.

(Authorized Signature)

NOTARY PUBLIC

Employment Status Verification Affidavit

STATE OF LOUISIANA PARISH OF JEFFERSON

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

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

Signature of Affiant

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

NOTARY PUBLIC

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 named 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 plea 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 (h) Contractors; misapplication of
(d) False accounting (R.S. 14:70) (R. S. 14:67.20) payments (R.S. 14:202)
(e) Issuing worthless checks (i) Malfeasance in office (R. S. 14:134)
(R. S. 14:71)

NAME OF BIDDER

NAME OF AUTHORIZED SIGNATORY

DATE

TITLE OF AUTHORIZED SIGNATORY

SIGNATURE OF AUTHORIZED

Technical Specification

TS-1 These specifications are prepared for a contract to remove, furnish and install front metal roof located at 401 Minor Street for the City of Kenner, Department of General Services. The contractor is to furnish all labor, tools, equipment, scaffolding, appliances, etc. necessary for contractor to perform its work. Roof is approximately 10 SQS.

- Remove existing temp. roofing material and existing metal roof on front side of building and prepare to receive new 26 gauge metal roof panels.
- Furnish and install new 26 gauge metal roof panels with new fasteners (approximately 10 squares) as per manufacturers specifications
- Furnish and install new 24 gauge valley metal (approximately 30 LF) as per manufacturers specifications
- Furnish and install new 24 gauge metal coping cap (approximately 90 LF)
- Remove all debris and tools from site upon completion.

TS-2 **MISCELLANEOUS:** Color of materials is to match existing color as close as possible

END OF TECHNICAL SPECIFICATION

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.

EQUAL EMPLOYMENT OPPORTUNITY. Applicable to all procurements that meet the definition of a “federally assisted construction contract,” unless otherwise stated in 41 C.F.R. Part 60. If applicable, 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, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other 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 in 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 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 subcontract or purchase order as the administering agency 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.

COMPLIANCE WITH THE DAVIS-BACON ACT. Applicable to all prime construction contracts over \$2,000 where federal program legislation requires compliance. If applicable, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, and the contractor shall comply with such provisions as applicable. Contractors are required to 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. Additionally, contractors are required to pay wages not less than once a week. See provisions at 29 C.F.R. § 5.5(a)(1)-(11), which are attached if applicable.

COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK” ACT. Applicable to all prime construction contracts above \$2,000 when the Davis-Bacon Act also applies. If applicable:

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, which are incorporated by reference into this contract.

Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and 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 these contract clauses.

Breach. 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.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 29 C.F.R. 5.5(b)(1)-(5). Applicable to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.

(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 (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 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 (b)(1).

(3) Withholding for unpaid wages and liquidated damages—

(i) Withholding Process. The City of Kenner may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;*
- (B) A contracting agency for its reprocurement costs;*
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;*
- (D) A contractor's assignee(s);*
- (E) A contractor's successor(s); or*
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.*

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime

contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. *It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:*

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;*
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;*
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or*
- (iv) Informing any other person about their rights under CWHSSA or this part*

CLEAN AIR ACT. 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. The contractor agrees to report each violation to the City of Kenner and understands and agrees that the City of Kenner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FURTHER COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

Applicable if the City of Kenner is receiving a federal award that meets the definition of

“funding agreement” under 37 CFR §401.2 (a) and this contract was awarded to a small business firm or nonprofit organization and involves the substitution of parties, assignment, or performance of experimental, developmental, or research work under the “funding agreement.” If applicable, contractor agrees to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

CLEAN AIR ACT. Applicable to procurements over \$150,000. 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.* The contractor agrees to report each violation to the City of Kenner and understands and agrees that the City of Kenner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT. Applicable to procurements over \$150,000. 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.* The contractor agrees to report each violation to the City of Kenner and understands and agrees that the City of Kenner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT. Applicable for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services. If this contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, the contractor is required to verify that none of the contractor’s 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). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters. This certification is a material representation of fact relied upon by the City of Kenner. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of Kenner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of 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.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED). Applicable to contracts and subcontracts of more than \$100,000. Contractors who apply or bid for an award of more than \$100,000 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 any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

CERTIFICATION REGARDING LOBBYING, 44 C.F.R. PART 18. If the Byrd Anti-Lobbying section applies, the contractor will be required to certify the following:

The undersigned certifies, to the best of his or her knowledge and belief, that: No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence 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 grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. 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. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon 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 section 1352, title 31, U.S. Code. 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 for each such failure."

PROCUREMENT OF RECOVERED MATERIALS. Applicable to all procurements for certain items, as designated by the Environmental Protection Agency, with a purchase price greater than \$10,000. 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 (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. The Contractor should, to the greatest extent practicable and consistent with the

law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Applicable to all FEMA-funded contracts and subcontracts, including any purchase order.

(a) Definitions.

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

(b) Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- 1) This clause does not prohibit contractors from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2) By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and

- b. Are not used as critical technology of any system.
- ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

3) Reporting requirement.

- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

DOMESTIC PREFERENCES FOR PROCUREMENTS. Applicable to all contracts and purchase orders for work or products. The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

BUILD AMERICA, BUY AMERICA ACT (BABAA). Applicable to infrastructure projects funded under subject FEMA financial assistance program awards issued on or after Jan. 2, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated on or after Jan. 2, 2023. Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Kenner with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to FEMA.

If this section applies, the contractor will have to certify the following:

The undersigned certifies, to the best of their knowledge and belief, that: The Build America, Buy America Act (BABAA) requires that no federal financial assistance for infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52. The undersigned certifies that for this project, the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

ACCESS TO RECORDS. Applicable to all procurements. The Contractor agrees to provide the City of Kenner, 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. 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. 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. The contractor and subcontractors agree to provide access during the required record retention period in 2 CFR 200 and as long as the records are retained, and the contractor and subcontractors agree to provide reports as needed for the funding program.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City of Kenner and the Contractor acknowledge and agree that no language in this contract is intended to

prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States. (Applicable to contracts entered into after August 1, 2017, under a major disaster or emergency declaration)

CONTRACT CHANGES AND AMENDMENTS. Applicable to all contracts. There will be no oral changes to this contract. This contract can only be modified in a writing, signed by both parties. Amendments agreed to by both parties may modify the method, price, or schedule of the work without breaching the contract. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

DHS SEAL, LOGO, AND FLAGS. Applicable to all contracts. The contractor must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. Applicable to all contracts. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT. Applicable to all contracts. 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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. Applicable to all contracts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

SOCIOECONOMIC CONTACTING. Applicable to all contracts. The contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

COPYRIGHT. Applicable to contracts requiring a contractor or subcontractor to produce copyrightable subject matter for the City of Kenner. The contractor grants to the City of Kenner, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the contractor will identify such data and grant to the City of Kenner or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or

images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the contractor will deliver to the City of Kenner data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Kenner.

BUILD AMERICA, BUY AMERICA ACT (BABAA) FOR ARCHITECTURAL AND/OR ENGINEERING CONTRACTS. Applicable if FEMA grant subject to BABAA. Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

PROVIDING GOOD, SAFE JOBS TO WORKERS. Applicable to all contracts. Pursuant to [FEMA Information Bulletin No. 520](#), the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate [Good Jobs Principles](#) wherever appropriate and to the greatest extent practicable.

BUY CLEAN. Applicable to all contracts. The City of Kenner encourages the use of environmentally friendly construction practices in the performance of this contract. In particular, the City of Kenner encourages that the performance of this contract include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.