

# A Historic Lakefront Community

# REQUEST FOR STATEMENTS OF QUALIFICATION: **Residential Elevation Contractors**

For the purposes of establishing a pre-qualified list of contractors for residential projects within the City of Mandeville and funded through the Flood Mitigation Assistance (FMA) Public Assistance Grant Program. Residential Elevation & Reconstruction Contractors

RFQ #2024-05

Submissions due by Wednesday, July 17, 2024

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## INTRODUCTION

Pursuant to the regulations found in 2 Code of Federal Regulations ("C.F.R.") Part 200 et seq, in addition to the statutory authority, regulatory requirements, and programmatic guidance governing the Federal Emergency Management Agency's ("FEMA") Flood Mitigation Assistance's ("FMA") Disaster Recovery Programs, the City of Mandeville (hereinafter the "City") requests qualified contractors to submit their qualifications to complete the scope of work as described in this solicitation.

The City of Mandeville is seeking qualified elevation contractors to be part of a preferred vendor pool for residential elevation projects. This RFQ is intended to establish a pool of contractors who will be eligible to quote on projects funded through the FEMA FMA grant program.

## **INSTRUCTIONS TO PROPOSERS**

## A. NOTICE

Information provided in the statement of work is to be used only for purposes of preparing a Statement of Qualifications (SOQ). It is further expected that each bidder will read the scope of work thoroughly to provide a response that meets all requirements outlined in the scope of work.

The City reserves the right to reject any or all SOQs for qualifications or any portion thereof and to accept the submission deemed most advantageous to the City.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to <u>purchasing@cityofmandeville.com</u>.

## B. STATEMENT OF PURPOSE

The City of Mandeville is seeking to establish a pool of preferred elevation contractors and/or residential contractors (hereinafter referred to as "Contractors") for residential elevation and reconstruction projects within the City's Historic Preservation District and City Limits. This Request for Qualifications (RFQ) aims to identify qualified Contractors interested in participating in future projects funded through Flood Mitigation Assistance (FMA)'s Public Assistance grant program.

The selected Contractors from this RFQ process will be included in the pool of preferred vendors. Being part of this pool does not guarantee immediate work but

provides an opportunity for Contractors to be considered for upcoming residential elevation and reconstruction projects based on their qualifications and capabilities.

The City intends to use this pool of preferred Contractors to efficiently and effectively execute elevation and reconstruction projects. Contracts may be awarded to Contractors in the pool based on the scope of work, availability, and expertise required for each project at the discretion of the homeowners.

These services shall be performed in accordance with all local, historical, State, and Federal laws, regulations, and executive orders applicable to these grant programs.

## C. SCOPE OF WORK

The City seeks sealed Statements of Qualification from qualified elevation contractors and/or residential contractors to assist in the elevation and/or reconstruction of residential structures damaged by flooding within the City's Historic Preservation District and City Limits. The elevation height will be determined by Base Flood Elevation plus 2' of Freeboard. +1.

The selected contractor(s) must have knowledge of and provide all services in full compliance with all local, historical, State, and Federal laws, regulations, and executive orders applicable to these grant programs.

The scope of work includes assessment and project development, when authorized, for the City's elevation and/or reconstruction projects. Project development encompasses all engineering and architectural stamped designs approved by the Historic District Commission, permitting, coordination with outside agencies, and any other items necessary for the project's successful development in compliance with funding source requirements.

Selected contractors may be contacted by property owners to request quotes for elevation. These quotes shall be submitted in the format presented in Exhibit D for approval and selection.

Selected contractors must utilize the Historic Preservation District Application format included in this RFQ as Exhibit E when applicable. This includes professional design of exterior renderings of proposed elevations with appropriate material finishes and design for stairs, railings, columns and screening.

Homeowners may request quotes from multiple contractors. No work may commence, and no costs may be incurred on any scope of work, project, or work stage without prior written authorization to proceed from The City or consulting project manager.

All interested contractors shall attend a Pre-Submitting meeting on the date, time and location specified in Section D, Timetable

Any executed contract resulting from this selection will meet all rules for Federal grants, as provided for in Title 44 Code of Federal Regulations and 2CFR 200.317 through 200.326 and Appendix II.

## D. TIMETABLE

#### 1. MANDATORY PRE-SUBMITTAL MEETING

DATE: Thursday, July 11, 204

TIME: 10:00 AM CST

LOCATION: City Council Chamber, Mandeville City Hall

3101 E Causeway Approach

Mandeville, LA 70448

#### 2. WRITTEN INQUIRY DEADLINE

DATE: Monday, July 15, 2024

TIME: 2:00 PM CST

LOCATION: Direct all written inquiries to purchasing@cityofmandeville.com

#### 3. **DEADLINE FOR SUBMISSIONS**

DATE: Wednesday, July 17, 2024

TIME: 5:00 PM CST

LOCATION: Submit all SOQs to purchasing@cityofmandeville.com

## E. CONSIDERATION OF SUBMISSIONS

This RFQ does not commit the City to the award of a contract, nor pay of any cost incurred in the preparation and submission of an SOQ in anticipation of a contract. The City reserves the right to reject any or all submissions and to disregard any informality and/or irregularity in the quotation when, in its opinion, the best interest

of the City will be served by such action. SOQs failing to provide some of the items in the statement of work or failing to adhere to the RFQ requirements could be rejected.

## F. ACCEPTANCE OF SUBMISSIONS

The City will notify contractors in writing of acceptance of one or more of the SOQs. Failure to provide any supplementary documentation to comply with the respondent's submission may be grounds for disqualification.

## G. CONTENTS OF SOQ

The following is a list of information to be included in the SOQ:

## 1. <u>Executive Summary</u>

a) Name, address, telephone number of contractor naming the Point of Contact (POC) for the contractor.

b) Qualifications Statement – Type of service(s) for which the contractor is qualified

## 2. <u>Table of Contents</u>

Organized in the order cited in the format herein

## 3. Contractor's Qualifications and Experience

History and background of Proposer, financial strength and stability, with related services to government/residential entities existing customer satisfaction, demonstrated volume of merchants, experience with local agencies and historical committees, etc.:

- a) Names and addresses of Principals
- b) Resumés of key personnel with relevant experience
- c) Corporate Resolution
- d) Certificate of Insurance

e) Company Experience ("Past Projects") evidencing residential elevation and/or reconstruction design projects related to FMA Funding: 3 similar projects undertaken within the last 5 years with a similar scope f) Historic District Qualifications or experience with elevation work within a Historic District for a Certificate of Appropriateness

g) References, including name, entity name, telephone and email contacts for 3 similar projects within the last 3 years

## H. QUALIFICATIONS

The following general criteria in combination with the Score Card (attached as "Exhibit A") will be used in evaluating all SOQs:

1. Capability to perform all or most of the services required for the projects.

2. Recent experience with similar or other projects comparable to the proposed projects.

- 3. Reputation for personal and professional integrity and competence.
- 4. Professional background and caliber of key personnel.
- 5. Capability to meet schedules and deadlines.
- 6. Qualifications and experience of the Proposer.
- 7. Quality of projects previously undertaken.
- 8. Capacity to perform multiple projects simultaneously.
- 9. Degree of interest shown in undertaking this project.

## I. SELECTION PROCESS

No contracts will be awarded through a qualifications-based selection process. All accepted proposals for qualifications will be reviewed by the Selection Committee. The selected Proposer(s) will then be provided to homeowners to provide quotes for their elevation project.

The selection process shall be as follows:

A committee of no more than three (3) City representatives will review all responsible and responsive SOQs. The contents of all proposals will be reviewed based on the Qualifications identified in Section I and will be scored based on the point allocation contained with the City's scorecard, attached hereto as Exhibit A. Each of the selection factors within Exhibit A will be assigned a value based on the total available points for that factor. The scores of all three committee members will be averaged on a final scorecard to assign a final ranking.

## J. CONFLICT OF INTEREST

All contractors submitting an SOQ hereby certify that no officer, agent or employee of the City has a pecuniary interest in this SOQ and rate schedule or has participated in contract negotiations on behalf of the City; that the SOQ and rate schedule is made in good faith without fraud, collusion, or connection of any kind with any other contractor for the same RFQ; the contractor is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm. The City will also conduct its own internal conflict of interest review prior to entering contract negotiations with any contractor(s).

## K. INSURANCE REQUIREMENTS

Prior to commencing work hereunder, Contractors at their expense will procure and maintain the following minimum insurance certifying the coverage as follows:

Contractor shall maintain the following minimum insurance coverages for the duration of the contract with carriers having a current A.M. Best Rating A-: VI or better. Such limits are minimum limits and do not serve as a cap on Contractor's liability under this contract.

#### 1. <u>Commercial General Liability Insurance</u>

The Vendor shall have and maintain during the life of the contract, Commercial General Liability Insurance in at least the following limits:

Limits \$1,000,000 each occurrence

- \$2,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate

\$1,000,000 personal injury and advertising coverage

#### 2. Business Automobile Liability Insurance

The Vendor shall have and maintain during the life of any contract resulting from this selection, Comprehensive Automobile Liability, including owned, non-owned and hired vehicle, of below minimum limits.

a) Limits - \$1,000,000 combined single limit

## 3. Workers' Compensation Insurance

a) Limits- Statutory benefits for the State in which operations are being performed

### 4. Employers' Liability Insurance.

a) Limits - \$1,000,000 each accident \$1,000,000 each employee – disease

#### \$1,000,000 policy limit – disease

Such insurance shall contain a waiver of subrogation in favor of the City of Mandeville. To the fullest extent permitted by law, Contractor agrees to fully defend, indemnify and hold harmless Owner and its employees, officers, and agents, from and against all losses, expenses, liens, claims, demands, damages, or causes of action of every kind of character whatsoever, for the injury to or death of any persons or damage to property, including costs, attorney's fees and settlements, arising out of or in any way related to Contractor's operations under this agreement.

The Vendor shall not cause any insurance to be cancelled or permit any insurance to lapse.

All insurance policies shall contain a clause to the effect that the City shall receive by written notice as evidenced by return receipt of registered or certified letter a ten (10) day notice of non-payment of premiums and notice on cancellation or non-renewal on the policy in accordance with policy provisions.

In all instances, Vendor must procure insurance naming the City of Mandeville as an additional insured for ongoing and completed operations on the general and auto liability coverage and include a waiver of subrogation and be primary and noncontributory with any insurance maintained by the City of Mandeville.

#### NOTE TO CONTRACTORS:

1) Submit evidence of these Insurance Requirements with all required information set forth in the solicitation documents as your proposal.

2) Retain the complete set of Specifications and Contract Documents and a copy of the Insurance Forms for your files.

## L. REQUIREMENTS FOR CORPORATION

(REQUIRED PRIOR TO CONTRACT EXECUTION)

- a) ARTICLES OF INCORPORATION
- b) CERTIFICATE OF CORPORATE RESOLUTION
- c) CERTIFICATE OF GOOD STANDING

## M. REQUIRED CLAUSES

#### 1. <u>Anti-Lobbying</u>

This procurement and any contracts entered as a result must be fully compliant with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 Code of Federal Regulations ("CFR") Part 200 et seq. In particular, the contract clauses included in this solicitation as "Exhibit B" will be incorporated into any agreement reached with any firm selected for negotiation. Additionally, as part of the proposal, the contractor will also execute an Anti-Lobbying Certification as "Exhibit C".

#### 2. <u>Suspension & Debarment</u>

The services sought through this procurement are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). Prior to execution of any contracts resulting from this procurement, all contractors any identified sub-contractors must provide satisfactory evidence that they are neither debarred nor suspended as determined by the federal government's System for Award Management.

## N. DURATION

The selection resulting from this RFQ will have a base period length of 36 months, beginning on the effective date of the City's Authorized Agent's signature on the Notice of Selection.

# EXHIBIT A - SELECTION COMMITTEE SCORE CARD

Selection Factor	Possible Points	<b>Total Points Awarded</b>
Key Personnel	30 pts	
Capacity to Perform	20 pts	
Past Projects	30 pts	
Past Historic Projects	10 pts	
References	10 pts	
Total Score	100 pts	

# EXHIBIT B - REQUIRED CLAUSES UNDER FEDERAL AWARDS

#### 1. Equal Employment Opportunity

During the performance of this Agreement, the CONTRACTOR agrees as follows:

a) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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.

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

c) 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 CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) 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.

e) 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.

f) In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement 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 as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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: Provided, however, That in the event that 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.

#### 2. Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act

As required by Federal program legislation:

 a) CONTRACTOR agrees that it shall comply with the Davis-Bacon Act (40 USC 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

b) In accordance with the statute, CONTRACTOR is 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. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.

c) CONTRACTOR agrees that it shall comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORs and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.

(1) Contractor - The CONTRACTOR shall comply with 18 U.S.C. § 874,
40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

(2) Subcontracts - The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) 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.

#### 3. <u>Compliance with the Contract Work Hours and Safety Standards Act</u>

a) Overtime requirements - The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor 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.

b) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the 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 watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 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 (a) of this section.

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

d) Subcontracts - The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

#### 4. <u>Rights to Inventions Made Under a Contract or Agreement</u>

As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

#### 5. <u>Clean Air Act and Federal Water Pollution Control Act</u>

As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:

#### a) 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. (2)

(2) The CONTRACTOR agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Louisiana, the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### b) Federal Water Pollution Control Act

(1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The CONTRACTOR agrees to report each violation to the City and understands and agrees that the 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

(2) will, in turn, report each violation as required to assure notification to the State of Louisiana, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 6. <u>Suspension and Debarment</u>

a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor 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).

b) The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

c) CONTRACTOR's certification is a material representation of fact relied upon by the City. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Louisiana, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a) The CONTRACTOR certifies to the City that it has not and will not use 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 in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The required Certification is provided as an addendum to this Agreement.

b) CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose

any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the city.

#### 8. <u>Procurement of Recovered Materials</u>

As required by federal program legislation, CONTRACTOR agrees to the following:

a) 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.

b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

#### 9. DHS Seals, Logos, and Flags

The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### 10. <u>Compliance with Federal Law, Regulations, and Executive Orders</u>

The CONTRACTOR acknowledges that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### 11. <u>No Obligation by Federal Government</u>

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.

#### 12. Program Fraud and False or Fraudulent Statements or Related Acts

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.

# EXHIBIT C – 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee

of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this 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 this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Authorized Agent:

Name:		 	 	 
Title:	. <u></u>		 	 
Date:				

# EXHIBIT D -CITY OF MANDEVILLE ELEVATION QUOTE FORMAT (NEXT PAGE)

#### **INSTRUCTIONS TO THE BIDDERS:**

- Your quote MUST be submitted on this form. If items are required that are not listed, but are necessary, list them on a separate page and explain why they are necessary.
- Your quote MUST be signed and dated at the bottom of page 2.
- Submit proof of insurance with your bid.
- A sketch of the structure must accompany this quote including the following:
  - All dimensions and measurements; dated and signed.
  - Show the location and size of all stairs and decks, show the location of all pilings.
  - Show the location of utilities and the utilities must be labeled (gas, water, electric meter, A/C unit)
  - Indicate if any porches, decks, garages, or overhangs will be elevated.
  - State how high the house will be elevated and the material that will be used for the lower enclosure.
  - State the number of flood vents that will be installed.

Elevation General Information				
Type of Elevation				
Existing Foundation Type				
Square Footage				
Homeowner				
Address				
Contractor				
License Number				
Contractor Representative				
Contractor's Email				
Contractor's Phone Number				

## **Elevation Quote:**

#### 1. Planning and Permitting:

a. Engineering (all structures)	\$			
b. Permits	\$			
c. Survey, Topography, Drainage Plan, As-Built Drainage Plan	\$			
c. Elevation Certificates (Initial, Mid-level, Final)	\$			
d. Professional design of exterior renderings for Historic District Approval.	\$			
2. Structure Elevation:				
a. Raise, shore and align the above-named residence to satisfy the local BFE, ABFE, and DFIRM (plus 2 ft.)				
Lift Height:	\$			
b. Concrete foundation for stabilization (if required)	\$			
c. Slab Separation Remove and replace if necessary: exterior finish; flooring;	\$			
d. Install columns to support to support existing sills under residence with preapproved materials and				
design by Historic Preservation Committee (if applicable)	\$			
3. Site Work and Utilities/Mechanical:				
a. Pre-construction site prep/Mobilization	\$			
b. Disconnect and reconnect utilities (Sewer/Water/Electric)	\$			
c. Disconnect and reconnect gas (if applicable)	\$			
d. Disconnect, raise, and reconnect air conditioning unit(s) to new elevation	\$			
e. Breakaway all necessary walks and drives and repair of same damaged during elevation	\$			
f. Post site cleanup/Demobilization	\$			
4. Code Compliance Stairs and Landings:				
a. Install landings, measuring feet (W)feet (L)	\$			
b. Install additional landings, measuring feet (W)feet (L)	\$			
c. Install set of stairs	\$			
d. Elevate existing decks, porches, stairs (if applicable)	\$			
4. Handicap Accessibility (only when needed and approved): Only one method may be selected				
a. Install code compliance ramp at one entrance	\$			
b. Install passenger elevator includes parts, labor, and material	\$			
5. Additions:				
a. Elevate carport and roof support	\$			
b. Include lower area with preapproved materials and design by Historic Preservation Committee (if applicable)	\$			