

Lafourche Parish School District

EMERGENCY REQUEST FOR QUALIFICATIONS (RFQ)

Hurricane Ida Disaster Related Architectural Services

RFQ No. 101121-IdaArcSvc

Opening Date: October 7, 2021, 4:00 pm

Closing Date: October 11, 2021, 11:00 am

SUBMITTALS

Submittals are due on or before the exact closing date and time. Submittals received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time. The response (including copies) must be submitted in a sealed envelope or package clearly marked with the Submitter's name and address, and "EMERGENCY REQUEST FOR QUALIFICATIONS (RFQ) Hurricane Ida Disaster Related Architectural Services".

Request for Qualifications

SCOPE

The School District (OWNER) suffered extensive damage to their School Buildings, Office Buildings, Recreational Facilities and Fields, and other facilities and infrastructure resulting from Hurricane Ida and needs disaster recovery damage assessments and architectural and engineering services. The OWNER wishes to hereby solicit the submittal of Requests for Qualifications (RFQs) from firms interested in and qualified to fulfill these professional services.

SUBMITTALS

Each firm shall provide a submittal package based on the designated point evaluation schedule sheet. The firm shall include sufficient information about the firm's qualifications to assist the OWNER in making the proper determinations about their capabilities.

It is the intention of the OWNER to award a professional services agreement to the Company with the best submittal to provide the requested services to the OWNER.

Submittals shall be addressed to Jennifer Tobias, Purchasing Department and delivered to the Lafourche Parish School District Office, 701 East 7th Street, Thibodaux, LA no later than October 11, 2021 at 11:00 A.M. Local Time. Submittal package must be submitted in a sealed envelope or package clearly marked with the Submitter's name and address, and "Emergency Request for Qualifications (RFQ) Hurricane Ida Disaster Related Architectural Services- RFQ # " **101121-IdaArcSvc.**

Proposers shall submit one (1) hard copy and one (1) electronic copy on a CD or flash drive.

MINIMUM QUALIFICATIONS

Minimum Personnel Requirements of this RFQ is as follows:

1. At least one licensed professional architect shall have a minimum of ten years' experience in public building and facilities infrastructure.
2. At least one professional electrical engineer registered in the State of LA shall have a minimum of ten years of experience in working on public infrastructure.
3. At least one professional mechanical engineer registered in the State of LA shall have a minimum of ten years of experience in working on public infrastructure.
4. At least one professional civil engineer registered in the State of LA shall have a minimum of ten years of experience in Hurricane Disaster Recovery A/E Services and Damage Assessment.

Recommended Experience:

- Experience delivering Hurricane Disaster Recovery A/E services and Damage Assessment infrastructure projects.

DELIVERABLES

- All Damage Assessment documentation and photographs.

- Plans and specifications for projects as needed.
- All documentation related to construction activities resulting from damage assessments.

COMPENSATION

Compensation for the requested services will be based on project fund source requirements. The OWNER reserves the right to determine method of payment.

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

All costs associated with the project shall be subject to OWNER's review and approval.

SCORING

The following criteria listed will be used to evaluate each firm submitting a Statement of Qualifications:

- Qualifications of the Firm /Relevant Project Experience
- Key Personnel Qualifications and Experience
- Understanding of Project/ Technical Approach
- Current Workload

RESPONSE FORMAT

Proposers must succinctly respond in the format delineated below. Elaborate, irrelevant, or otherwise unnecessary information will not be considered.

The qualification submissions should be organized in the manner specified below. Failure to submit this information may render your proposal non-responsive.

1. TITLE PAGE

- a. Show the RFQ number **101121-IdaArcSvc** and subject, the name of your firm, address, email address, telephone number(s), name of contact person, and date.

2. QUALIFICATIONS OF THE FIRM (5 PAGES MAX)

- a. Provide a description and history of the firm focusing on previous governmental experience
- b. Provide a brief statement describing and highlighting the Consultant Team's specialized experience and expertise. Clearly demonstrate how the team meets each of the Minimum Qualifications listed herein.
- c. Describe the Firm's Current Workload and ability to meet the need of the School District

3. RELEVANT PROJECT EXPERIENCE

- a. Include at least three (3) and no more than five (5) in-kind projects of a similar scope that clearly demonstrate the consultant's relevant project experience. (Project should be limited to one (1) page each)

4. KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE

- a. Include an organization chart that illustrates team management structure and lines of authority (including sub-consultants)
 - b. Include resumes describing the experience and expertise of key project team personnel that will be assigned to the project. (Resumes should be limited to one (1) page each and include no more than ten (10) resumes)
5. PROJECT UNDERSTANDING/ PROPOSED APPROACH (5 PAGES MAX)
- a. Provide a description of the Proposer's approach to the project
 - b. Demonstrate proposer's understanding of the scope and familiarity

EXHIBIT A
GENERAL TERMS AND CONDITIONS

1.0 RFQ Process

- 1.1 This RFQ is subject to all applicable state and local laws, including the Louisiana Code of Governmental Ethics.
- 1.2 RFQ's, associated documents and addenda may be obtained from the Central Bidding at www.centralbidding.com. Electronic submittals will be accepted only on www.centralbidding.com.
- 1.3 Written addenda to the RFQ may be issued to provide clarification, corrections, or to answer questions. It is the Company's responsibility to periodically check Central Bidding for addenda that may be issued to implement changes or clarifications to the RFQ, prior to due date.
- 1.4 The OWNER reserves the right to request additional information to clarify submittals. The OWNER shall determine the appropriate means of clarification: telephone, e-mail, letter, or oral interviews.
- 1.5 Questions and comments regarding this Submittal must be submitted in writing to **Lafourche Parish School District, 701 East 7th Street, Thibodaux, LA 70301 Attn: Jennifer Tobias** or via e-mail to: jtobias@mylpsd.com no later than **11:00 A.M. on October 11, 2021**.

2.0 Submission of Submittal

- 2.1 Submittals shall be addressed to Jennifer Tobias, Purchasing Department and delivered to Lafourche Parish School District, 701 East 7th Street, Thibodaux, LA 70301 no later than **October 11, 2021 11:00 A.M. Local Time. Submittal package must be submitted in a sealed envelope or package clearly marked with the Submitter's name and address, and "Emergency Request for Qualifications (RFQ) Hurricane Ida Disaster Related Architectural Services, RFQ # 101121-IdaArcSvc.**
- 2.2 Each Submitter shall provide a submittal package based on the designated point evaluation scoring criteria. The submittal shall provide clear and sufficient information to enable the selection committee to evaluate the responsiveness and quality of the submittal. The Selection/Scoring Criteria (Exhibit A) will be used to evaluate all submittals received. Failure to provide all required information with the exception of scope of work that does not pertain to your Company may be cause for rejection of the submittal as non-responsive.
- 2.3 Submitter shall submit one (1) hard copy and one (1) electronic copy delivered to the School Board office by the date and time specified. Failure to submit the required number of copies may result in finding of non-responsive.
- 2.4 The OWNER will not be responsible for submissions forwarded through the U.S. Postal Service or any delivery service if lost in transit at any time before submission opening, or if hand-delivered to the incorrect location.
- 2.5 Submittals submitted by facsimile (FAX) or e-mail will not be accepted. Any submittal received after **October 11, 2021, at 11:00 A.M. Local Time** will be deemed unresponsive and will be returned to Submitter unopened.

3.0 Pre-Submittal Conference

None

4.0 Opening

Request for qualifications will be reviewed by the Superintendent after closing deadline of 11:00 A.M. Local Time on October 11, 2021, at the School District Office, 701 East 7th Street, Thibodaux, LA 70301.

5.0 Public Disclosure

It is understood and agreed upon by the Submitter in submitting that the OWNER has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received; competitive technical information; and the OWNER's evaluation concerns about competing submittals. Information releasable after award is subject to the disclosure requirements of the Louisiana Public Records Act. Submitter specifically waives any claims against the OWNER related to the disclosure of any materials if made under a public records request.

6.0 Owner Commitment

- 6.1 OWNER shall have the right to reject or accept any Submittal or offer, or any part thereof (i.e., any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, at its sole discretion.
- 6.2 This RFQ does not commit the OWNER to award, nor does it commit the OWNER to pay any costs incurred in the submission of the Submittal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 6.3 The OWNER reserves the right to terminate this RFQ at any time prior to contract execution.
- 6.4 No prior, current, or post-award verbal conversation or agreement(s) with any officer, agent, or employee of the OWNER shall affect or modify any terms or obligations of this RFQ, or any contract resulting from this procurement.
- 6.5 The OWNER reserves the right to revise any part of the RFQ by issuing an addendum to the RFQ at any time in accordance with relevant Louisiana Revised Statutes. Issuance of this RFQ in no way constitutes a commitment by the OWNER to award a contract. The OWNER reserves the right to accept or reject, in whole or part, all Submittals submitted, and/or cancel this announcement if it is determined to be in the OWNER's best interest. All materials submitted in response to this announcement become the property of the OWNER, and selection or rejection of a submittal does not affect this right.

7.0 Late, Modified, or Withdrawn Submittals

- 7.1 Any submittal received after the exact time specified for receipt will not be considered.
- 7.2 No modification of a submittal, except a modification resulting from the OWNER's request for "best and final offer," will be accepted.
- 7.3 No Submitter may withdraw his/her submittal within forty-five (45) days after the actual date of opening thereof.

8.0 Evaluation and Selection

- 8.1 Objective - The purpose is to evaluate all submittals with the ultimate interest of entering into an agreement with that Submitter determined to be most advantageous to the OWNER.
- 8.2 Evaluation - A Source Selection Committee is appointed by the Superintendent for the purpose of evaluating qualifications and submittals received in response to an RFQ. The Committee will evaluate submittals by qualified Submitters/Companies on the basis of the guidelines set forth in the RFQ. The OWNER reserves the right to request additional information and clarification of any information submitted.
- 8.3 Evaluation criteria have been established to determine which submitter will best contribute to the overall goals of the OWNER.
- 8.4 Recommendation and Selection - The Superintendent will present its recommendation to Lafourche Parish School District for award. As part of the negotiation process, the OWNER reserves the right to

negotiate with the successful Company. This award will be made to the most responsible Submitter whose submittal is determined in writing to be most advantageous to the OWNER. The OWNER also reserves the right to reject any and all submittals.

9.0 Terms

The contract shall be for a three (3) year period beginning with execution of the contract and ending thirty six (36) months thereafter.

10.0 Insurance

Submitter shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where Submitter may perform the work hereunder, with such carriers as shall be acceptable to School Board:

A. **Statutory Workman's Compensation** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Submitter in connection with this agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Dept.
3. No excluded classes of owners/officers or employees shall be allowed on School Board premises.
WAIVER OF SUBROGATION in favor of Lafourche Parish School District should be indicated on certificate.

B. **Commercial General Liability**, including:

1. Contractual liability assumed by this agreement
2. Owner's and Submitter's Protective Liability (if Submitter is a General Submitter) may be required.
3. Personal and advertising liability
4. Completed operations
5. Medical payments

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit
2. \$2,000,000 general aggregate limit
3. \$1,000,000 products/completed operations aggregate limit
4. \$1,000,000 personal and advertising injury limit
5. \$50,000 fire damage limit
6. \$5,000 medical expense limit (desirable but not mandatory)

Lafourche Parish School District will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of Lafourche Parish School District should be indicated on certificate.

Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department/Legal Dept.

C. **Comprehensive Automobile Liability** covering all owned, hired and other non-owned vehicles of the Company.

The limits for "C" above shall not be less than:

1. \$1,000,000 PD

Lafourche Parish School District will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of Lafourche Parish School District should be indicated on certificate.

OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Submitter shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the OWNER thirty (30) days prior written notice in the event a policy is changed or canceled.

- D. **Professional Liability Insurance** covering the Wrongful Acts of those professional firms and individuals performing services for the OWNER. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Submitters.

The limits for "D" above shall not be less than: \$1,000,000 CSL

WAIVER OF SUBROGATION in favor of Lafourche Parish School District shall be included on the Certificate.

OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Submitter shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the OWNER thirty (30) days prior written notice in the event a policy is changed or canceled.

11.0 Submittals Required upon Provisional Award

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the submittal to be rejected as non-responsive:

- Insurance Requirements as specified in Section 9.0, if not currently on file
- A current, fully executed Taxpayer Identification Number (W-9 form)
- Attestation, Non-Solicitation, and E-Verify Forms
- Sam.gov registrations

12.0 Invoices

Itemized invoices for payment of these services shall be submitted to the OWNER for approval prior to routing to Accounts Payable.

13.0 Hold Harmless

To the fullest extent permitted by law, Submitter shall indemnify, hold harmless, and defend the OWNER and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Company.

14.0 Non-assignability

No Submitter shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the OWNER. This provision shall not be construed to prohibit the Submitter from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the OWNER.

15.0 Exclusions

Pursuant to Louisiana Revised Statute 38:2227, Submitter must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Submitter must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery; Submitters' misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the submittal.

16.0 Disclosure

Submitter must disclose whether it provides services or pays commissions to any employee or elected official of the OWNER. If so, Submitter must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

17.0 Termination for Cause and Convenience

Proposer acknowledges this contract contains termination provisions including the manner in which termination shall be affected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside the proposer's control.

18.0 Severability Clause

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

19.0 Venue

This Agreement shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this Agreement shall be the Fortieth Judicial District Court, the OWNER and any appropriate Appellate therefrom. Proposer hereby agrees and consents to personal and/or in rem jurisdiction of the trial and appropriate Appellate courts.

20.0 Discrimination Clause

The Engineer agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the 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 Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Proposer agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

21.0 Equal Employment Opportunity

During the performance of this contract, the contractor agrees to abide by 41 C.F.R. Part 60-1.4(b).

22.0 Davis Bacon

Not Applicable for FEMA Public Assistance Grants.

23.0 Copeland Anti-Kickback Act

Not Applicable for FEMA Public Assistance Grants.

24.0 Contract Work Hours and Safety Standards Act

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

(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. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 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) of this section.

(3) Withholding for unpaid wages and liquidated damages. The OWNER 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)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

25.0 Rights to inventions made under a contract or agreement

Not Applicable for FEMA Public Assistance Grants

26.0 Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER 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.
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.

27.0 Federal Water Pollution Control Act

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

2. The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER 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.
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.

28.0 Suspension and Debarment

(1) 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 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).

(2) The contractor must 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 into.

(3) This certification is a material representation of fact relied upon by the OWNER. 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 OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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. a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated

29.0 Procurement of Recovered Materials

- i. 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.
- ii. 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>
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

30.0 Access to Records

The Contractor agrees to provide the OWNER, 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.

In compliance with the Disaster Recovery Act of 2018, the OWNER 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

31.0 DHS Seal, Logo 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.

32.0 Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFQ shall be made without the prior approval of the OWNER. Any modifications to the provisions of this contract shall be in writing, signed by all parties and approved the required authorities.

Changes to the contract include any change in compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

33.0 Compliance with Federal Law, Regulations, and Executive Orders

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.

34.0 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

35.0 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's actions pertaining to this contract.