ST. JOHN THE BAPTIST PARISH
PURCHASING & PROCUREMENT DEPARTMENT
1811 W. Airline Highway
LaPlace, LA 70068

REQUEST FOR QUALIFICATIONS (RFQ)

Engineering Services for Lift Station Generators

Submittal No. RFQ.2026.31 **Closing Date: December 4, 2026, at 9:45 A.M. Local Time**

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, address, and "RFQ 2026.31 Engineering Services for Lift Station Generators".

Publish:
November 4, 2026
November 11, 2026
November 18, 2026

FOR FURTHER INFORMATION CONCERNING THIS RFQ, PLEASE CONTACT:
Peter Montz, Purchasing & Procurement Department
Phone: (985) 652-9569 E-mail: p.montz@stjohn-la.gov
QUESTIONS AND COMMENTS MUST BE SUBMITTED NO LATER THAN 10:00 A.M. November 30, 2026.

REQUIRED SIGNATURE PAGE FOR SUBMITTALS

This page, signed by an authorized officer of your Company, must accompany your submittal as the cover page.

I, the undersigned, having carefully examined the Request for Qualifications, propose to provide services in accordance there with as set forth in the attached submittal.

I hereby certify that this submittal is genuine and not a sham or collusive submittal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any Submitter or supplier on the above work to put in a sham submittal or any person or corporation to refrain from submitting a submittal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other Submitter(s) or person(s).

In order to induce the Parish to consider this submittal, the Submitter irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a submittal to or performing work or providing supplies to St. John the Baptist Parish, and Submitter further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or submittal to or from performing work or providing supplies to St. John the Baptist Parish.

Please type or print legibly the information below.

Submitter hereby acknowledges receipt of the RFQ and agrees to Terms and Conditions set forth in this RFQ.

SUBMITTER INFORMATION

Firm Name: _____

Address: _____ City/State/Zip: _____

Phone No.: _____ Fax No.: _____

AUTHORIZATION TO SUBMIT (must be signed):

By: _____ _____ _____
Signature Offer Date Printed Name

Email Address: _____

Primary Contact Person (If other than above):

Name: _____ Phone No: _____ Fax No: _____

Title: _____ E-mail Address: _____

If this submittal is being submitted on behalf of an agent/broker, please complete section below:

Submitted on behalf of: _____

Phone No: _____ Fax No: _____

E-mail Address: _____

Request for Qualifications

SCOPE

St. John the Baptist Parish is soliciting a Request for Qualification (RFQ) from qualified engineering firms interested in providing services related to Lift Station Generators.

St. John the Baptist Parish intends to install standby emergency generators at Parish wastewater lift stations. The HMGP grant funding will allow the Parish to install permanent and/or mobile diesel generators to mitigate Wastewater Lift Stations from power loss. The generators will be installed with automatic and/or manual transfer switches for diesel fuel tanks.

The proposed Hazard Mitigation Grant Program (HMGP) project includes the design, procurement, and construction of emergency generator systems at wastewater lift stations. The generators will provide reliable backup power to ensure uninterrupted operations during power outages and future disaster events.

COMPENSATION

Compensation for the requested services will be based on project fund source requirements.

The Parish reserves the right to determine method of payment.

All fees shall be negotiated with the Engineer by appropriate Parish Department personnel and shall be mutually agreeable to both parties.

All costs associated with the project shall be subject to St. John the Baptist Parish review and Parish President's approval.

QUALIFICATIONS

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

- Key Personnel Qualifications and Experience
- Relevant Experience and References
- Understanding of Project/Familiarity
- Agency Project Experience
- Current Workload

A brief description of each criterion can be found on EXHIBIT B: Selection/Scoring Criteria.

SUBMITTALS

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

Submittals shall be addressed to the St. John the Baptist Parish Council and delivered to the receptionist at the St. John the Baptist Parish Government Complex, 1811 West Airline Hwy., LaPlace, LA or electronically submitted on www.centralbidding.com. not later than **9:45 A.M. local time on December 4, 2026**. **The package shall be clearly marked with the Proposer's name, address, and: RFQ 2026.31 Engineering Services for Lift Station Generators.**

The RFQ package includes the following:

1. Required Signature Page for Submittals
2. General Terms and Conditions
3. Past Criminal Convictions Attestation
4. Non-Solicitation and Unemployment Affidavit
5. Corporate Resolution/ Certificate of Authority
6. Certificate Regarding Debarment
7. E-Verify Affidavit
8. Exhibit A – Scope of Work
9. Exhibit B – Selection Scoring Criteria
10. Exhibit C – Additional Contract Terms

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 Department of Purchasing and Procurement at 1811 W. Airline Hwy., LaPlace, LA 70068 or by downloading from the Parish's website at www.sjbparish.com or 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 either Parish website, or Central Bidding for addenda that may be issued to implement changes or clarifications to the RFQ, prior to due date. **Checking the Parish website is HIGHLY recommended.**

1.4 The Parish reserves the right to request additional information to clarify submittals. The Parish 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 St. John the Baptist Parish, Purchasing & Procurement Department, **ATTN: Peter Montz, 1811 West Airline Highway, LaPlace, LA 70068 or via e-mail to p.montz@stjohn-la.gov no later than 10:00 A.M. on November 30, 2026.**

2.0 Submission of Submittal

2.1 Submittals shall be addressed to Purchasing and Procurement Department and delivered to the receptionist located in the St. John the Baptist Parish Government Complex, 1811 West Airline Hwy., LaPlace, LA 70068 no later than **9:45 A.M. local time on December 4, 2026. Submittal package must be delivered in a sealed envelope or package clearly marked with the Submitter's name and address, and "RFQ 2026.31 Engineering Services for Lift Station Generators".**

2.2 Each Submitter shall provide a submittal 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 B) 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, including the "Required Signature Page for Submittals" may be cause for rejection of the submittal as non-responsive.

2.3 Submitter shall submit an original, one (1) copy, one (1) redacted copy, and one electronic copy of submittal by the date and time specified. Failure to submit the required number of copies may result in finding of non-responsive. Original should be clearly marked.

2.4 The Parish 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 **9:45 A.M. local time** on **December 4, 2026,** will be deemed unresponsive and will be returned to Submitter unopened.

3.0 Pre-Submittal Conference

None

4.0 Opening

Submittals will be read publicly at **10:00 A.M. local time on December 4, 2026,** in the St. John the Baptist Parish Government Complex Council Chambers, 1811 W. Airline Highway, LaPlace, LA 70068.

5.0 Public Disclosure

It is understood and agreed upon by the Submitter in submitting that the Parish 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 Parish'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 Parish related to the disclosure of any materials if made under a public records request.

6.0 Parish Commitment

6.1 Parish 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 Parish to award, nor does it commit the Parish 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 Parish 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 Parish shall affect or modify any terms or obligations of this RFQ, or any contract resulting from this procurement.

6.5 The Parish 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 Parish to award a contract. The Parish 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 Parish's best interest. All materials submitted in response to this announcement become the property of the Parish, 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 Parish'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 Parish.

8.2 Evaluation - A Source Selection Committee is appointed by the Parish President for the purpose of evaluating qualifications and submittals received in response to an RFQ. The Committee will evaluate submittals on the basis of the guidelines set forth in the RFQ. The Parish 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 Parish. This criteria is detailed in Exhibit B (Selection/Scoring Criteria) which is attached hereto and made a part hereof.

8.4 The Source Selection Committee will determine if interviews are necessary as part of its evaluation process.

8.5 Recommendation and Selection - The Parish Administration will present its recommendation to St. John the Baptist Parish Council for award. As part of the negotiation process, the Parish 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 Parish, based on the scoring criteria set forth in this document. The Parish also reserves the right to reject any and all submittals.

9.0 Term

The contract shall be for a three (3) year period beginning February 1, 2027 and ending January 31, 2030 with an option to renew two (2) times in one-year increments upon written mutual agreement between the St. John the Baptist Parish Council and the Company.

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 here under, with such carriers as shall be acceptable to Council:

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 Council's premises.

WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council 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)

St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council 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. $15,000/$20,000BI/$25,000 PD

St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included 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 Parish 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 St. John the Baptist Parish. 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 St. John the Baptist Parish Council 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 Parish 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)
- A current St. John the Baptist Parish Occupational License, if applicable.
- Attestation, Non-Solicitation, and E-Verify Forms

12.0 Invoices

Itemized invoices for payment of these services shall be submitted to Administration 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 Parish Council 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 Proposer shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish. 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 Parish.

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

Proposer must disclose whether it provides services or pays commissions to any employee or elected official of St. John the Baptist Parish. 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

The Parish may terminate this Agreement for cause based upon the failure of the Proposer to comply with the terms and/or conditions of this Agreement, provided that Parish shall give the Proposer written notice specifying the Proposer's failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

The Proposer may terminate this Agreement for cause based upon the failure of the Parish to comply with the terms and/or conditions of this Agreement, provided that the Proposer shall give the Parish written notice specifying the Parish's failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the Proposer will not be relieved of liability to Parish for damages sustained by Parish by virtue of any breach of this Agreement by the Proposer.

18.0 Termination for Convenience

Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Engineer of its intent to terminate this Agreement.

The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.

The Parish shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.

Engineer fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.

Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Engineer.

19.0 Force Majeure

Contractor's performance of its obligations hereunder shall be excused in the event and during the period that such performance is prevented or rendered unsafe by the following: acts of God; acts of war, riot, accident, flood or sabotage; pandemic, unavailability of adequate staff or fuel, power or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted; the failure of any governmental body to issue or grant, or the suspension or revocation of, licenses, permits or other approvals or authorizations necessary for the performance of the services contemplated by this agreement; or national defense requirements.

20.0 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.

21.0 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, St. John the Baptist Parish and any appropriate Appellate therefrom. Proposer hereby agrees and consents to personal and/or in rem jurisdiction of the trial and appropriate Appellate courts.

22.0 Discrimination Clause

The Proposer 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.

23.0 Licenses and Taxes

The Submitter must be properly licensed and certified by any and all regulatory agencies (Federal, State, and Local) requiring licensing and/or certification with regard to this proposal.

Exhibit C

Additional Contract Terms for

Engineering Services for Lift Station Generators

Non-Federal Entity (State agency or Agency of a Political Subdivision of a State)

(Updated 6/7/2022)

Termination for Cause

Should the Parish determine that the Contractor has failed to comply with the Agreement's terms, the Parish may terminate the Agreement for cause by giving the Contractor written notice specifying the Contractor's failure. If the Parish determines that the failure is not correctable, then the Agreement shall terminate on the date specified in such notice. If the Parish determines that the failure may be corrected, the Parish shall give a deadline for the Contractor to make the correction. If the Parish determines that the failure is not corrected by the deadline, then the Parish may give additional time for the Contractor to make the corrections or the Parish may notify the Contractor of the Agreement termination date.

Termination for Convenience

Either Party may terminate the Agreement at any time without penalty by giving thirty (30) days written notice to the other Party of such termination or negotiating with the Parties regarding a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent that the work is acceptable.

Contract Provisions Applicable to Projects Fully or Partially Funded by the FEMA Public Assistance Program (Note: All such terms are also applicable to all appropriate subcontractors):

a. ***Equal Employment Opportunity*** — Except as otherwise provided under 41 CFR Part 60, the Contractor and Subcontractors must comply with 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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:

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:

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. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) Where applicable, all contracts and subcontracts in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

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 $26 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. FEMA or the State 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.

c. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

If the Contract and Subcontracts are in excess of $150,000, the Contractor and Subcontractors shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33U.S.C. 1251-1387). Violations shall be reported to Owner and the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

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 Parish and understands and agrees that the Parish 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.

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 Parish and understands and agrees that the Parish 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.

d. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 C.F.R. § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(1) This contract is a covered transaction for purposes of 2 C.F.R. 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 Parish. 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 Parish, 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.

e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of 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 awarding agency.

Contractor must complete attached Certification.

f. 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—
   a) Competitively within a timeframe providing for compliance with the contract performance schedule;
   b) Meeting contract performance requirements; or
   c) 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."

g. Access to Records

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the State, Parish, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Parish 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.

h. DHS Seal, Logo, and Flags

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

i. 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.

j. 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.

k. 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.

l. §200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "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.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

***m.* Affirmative Socioeconomic Steps.**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

***n.* License and Delivery of Works Subject to Copyright and Data Rights.**

The Contractor grants to the Parish, 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 75 See 17 U.S.C. § 102. Contract Provisions Guide 35 such data and grant to the Parish 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 Parish 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 Parish.

o. **200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain; or
3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.
(d) See also § 200.471.

p. **Copyright and Data Rights**

The Contractor grants to the Parish, 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 Parish 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 Parish 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 Parish.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 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.

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.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

PAST CRIMINAL CONVICTIONS OF BIDDERS ATTESTATION (LA. R.S. 38:2227)

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, (Appeared) the owner/authorized representative of

_____
Submitter/ Individual / Legal Entity Name

Appeared, as a Bidder on the herein named 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 herein, including any silent or dormant owner or manager, 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)
(b) Corrupt influencing (R.S. 14:120)
(c) Extortion (R.S. 14:66)
(d) Money laundering (R.S. 14:230)

B. For five years prior to 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 herein, including any silent or dormant owner or manager, 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 provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

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

_____ _____
Name of Bidder Signature of Authorized Signatory of Bidder

_____ _____
Project Name/Number Title of Authorized Signatory

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

_____
Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires: _____

ST. JOHN THE BAPTIST PARISH
NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT
(Pursuant to La. R.S. 38:2224 and La. R.S. 23:1726(B))

STATE OF _____

PARISH/COUNTY OF_____

Before me, the undersigned authority, came and appeared,

I, _____, the owner/authorized representative of

_____
Company/Individual/Legal Entity Name

who, being first duly sworn, deposed and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Submitter nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Submitter whose services were in the regular course of their duties for Submitter in connection with the construction, alteration or demolition of a public building or project.

The above named Submitter, if awarded, continually affirms that no part of the contract price received by Submitter 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 affiant whose services were in the regular course of their duties for Submitter.

The above named Submitter hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee.

_____ Signature of Authorized Signatory	SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____20_____.
_____ Printed Name of Signatory	_____ Notary Signature
_____ Title of Authorized Signatory	Printed Notary Name: _____ Notary/Bar Roll Number: _____
_____ Project Name/Number	My Commission is for/expires on: _____

CORPORATE RESOLUTION

(Corporations must use and submit their form)

1. The named signatory is the same individual authorized to sign pursuant to the contract language in the appearance clause.

2. An officer listed on the Corporation's Secretary of State listing has certified the Corporate Resolution.

3. The corporate resolution shall not be more than one year old.

4. The company properly grants authority to a named individual to sign on behalf of the company (authority granted by a corporation is granted through its board of directors).

5. Document shall be submitted with the proposal.

CERTIFICATE OF AUTHORITY

(LLC must use and submit their form)

1. The named signatory is the same individual authorized to sign pursuant to the contract language in the appearance clause.

2. An officer listed on the LLC's Secretary of State listing has certified the Certificate of Authority.

3. The Certificate of Authority shall not be more than one year old.

4. The Certificate of Authority is notarized.

5. The company properly grants authority to a named individual to sign on behalf of the company.

6. Document shall be submitted with the proposal.

7. The company properly grants authority to a named individual to sign on behalf of the company (authority granted by a corporation is granted through its board of directors).

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U. S. Small Business Administration.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or Voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local Terminated for cause of default.

(2) Where the Prospective primary participant is unable to certify to any of the statements in this Certification, such prospective primary participant shall attach an explanation to this submittal

Business Name: _____

_____

Date _____ By_____

Name and Title of Authorized Representative

_____

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this submittal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this submittal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal ," "submittal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this submittal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this submittal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this submittal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to check the Non-Procurement List
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF_____

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, _____, the owner/authorized representative of

_____

Company/Individual/Legal Entity
Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Company verification of its current and future compliance with L.S.A. R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. The Company hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

Company shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of St. John the Baptist Parish.

Company verifies that the Company will collect an affidavit in this form from any approved subcontractor and forward a copy to: St. John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

_____ _____
Signature of Authorized Signatory Date E-Verify ID Assigned

_____ _____
Printed Name of Signatory E-Verify ID

_____
Title of Authorized Signatory

_____
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF_____, 20_____

_____
Notary Signature

Printed Notary Name: _____

Notary/Bar Roll Number: _____

My Commission is For/Expires:_____

EXHIBIT A
Scope of Work

SCOPE
St. John the Baptist Parish is hereby soliciting a Request for Qualifications (RFQ) from firms interested in and qualified to provide Engineering Services for the St John the Baptist Parish Lift Station Generators Project with grant funding from the Hazard Mitigation Grant Program (HMGP).

The proposed Hazard Mitigation Grant Program (HMGP) project includes the design, procurement, and construction of emergency generator systems at our wastewater lift stations. The generators will provide reliable backup power to ensure uninterrupted operations during power outages and future disaster events.

The engineer will be responsible to follow all Hazard Mitigation Grant Program (HMGP) requirements which include but not limited to:

Environmental clearance
30%, 60% and 90% design plan and cost estimate submittals
Bacon Davis wage determination
Preliminary Engineering
Design & Construction Documents
Permitting & Regulatory Compliance
Bidding & Procurement Support
Construction Administration

COMPENSATION

Compensation for the requested services will be based on project fund source requirements.

The Parish reserves the right to determine method of payment.

All fees shall be negotiated with the Engineer by appropriate Parish Department personnel and shall be mutually agreeable to both parties.

All costs associated with the project shall be subject to St. John the Baptist Parish review and Parish President's approval.

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

- Key Personnel Qualifications and Experience
- Relevant Experience and References
- Understanding of Project/Familiarity
- Agency Project Experience
- Current Workload

A brief description of each criterion can be found on EXHIBIT B: Selection/Scoring Criteria.

EXHIBIT B
SELECTION/SCORING CRITERIA

St. John the Baptist Parish may select any or all of the submittals that best contribute to the overall functioning of the Parish. All submittals will be evaluated by applying a set of evaluation criteria and awarding points to each submittal.

The following criteria and corresponding point system will be utilized to evaluate all respondents. The award will be given to the firm which scores the highest number of points and whose costs are deemed reasonable for similar work.

CRITERIA	**MAXIMUM POINTS**
Key Personnel Qualifications and Experience	0-30 pts

- Relevant experience of key personnel with similar projects
- Work quality, cost control, and completion of work on schedule

Relevant Experience and References	0-30 pts

- Firm's experience providing the same services within the past ten years
- References submitted regarding specific experience, resources, and management
- Compliance with policies, procedures and requirements as stated in the RFQ

Understanding of Project/Familiarity	0-20 pts

- Firm's understanding of project scope
- Firm's methodology for accomplishing the scope of work (e.g., ability to meet client's objectives including scope, schedule, quality and related factors; collaborative coordination with parish; coordination with outside agencies and entities; other aspects of work requirements deemed important by the Consultant, etc.)

Agency Project Experience	0-10 pts

- Experience with User Agencies (Parish, State, Federal), local criteria, codes, policies, procedures, and standards to successfully facilitate project completion

Current Work Load	0-10 pts

- Number and size of projects currently under contract
- Available staff for duration/time frame to complete project
- Size of firm and available key personnel relative to size of the project

TOTAL _____

TOTAL MAXIMUM POINTS	100 PTS