

St. John the Baptist Parish Sheriff Office
1801 W. Airline Highway LaPlace, LA 70068

**EMERGENCY REQUEST FOR QUALIFICATIONS (RFQ)
Hurricane Ida Disaster Recovery Damage Assessment and A/E
Services**

Submittal No. RFQ 2021.1

Closing Date: September 27, 2021 at 9:45 A.M. (CT)

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 Recovery Damage Assessment and A/E Services".

Publish:

St. John the Baptist Parish Sheriff WebPage

Central Auctionhouse:

September 23, 2021

FOR FURTHER INFORMATION CONCERNING THIS RFQ, PLEASE CONTACT:

Jeffrey Clement, Chief Civil Deputy

Phone: (985) 652-9513

E-mail: jeff.clement@stjohnsheriff.org

**QUESTIONS AND COMMENTS MUST BE SUBMITTED NO LATER THAN 11:00 A.M.
(CT)September 24, 2021.**

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 furnish services in accordance therewith 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 Sheriff 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 Sheriff Office, 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 Sheriff Office.

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

Primary Contact Person (If other than above):

Name: _____ Phone No: _____ Fax No: _____

Title: _____ Email 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: _____

FOR CONSIDERATION AS A RESPONSIVE SUBMITTAL, THE FOLLOWING IS REQUIRED:

- 1) All information on this Request for Qualifications cover page must be completed.**
- 2) This cover page must be signed with an original or electronic signature.**
- 3) 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.**

Request for Qualifications

SCOPE

As a result of Hurricane Ida on August 29, 2021, St. John the Baptist Parish Sheriff's Office suffered extensive damage to several of its public buildings, contents and other facilities infrastructure which are covered by Category E of FEMA's Public Assistance grant program. The purpose of this Emergency Request for Qualifications (RFQ) is to procure one Architectural/Engineering firm registered in the State of Louisiana to provide A/E services, including disaster recovery assessment as well as planning, designing and preparing plans and specifications and providing subsequent contract administration services as required for the rehabilitation of those damaged public structures covered by Category E of FEMA's Public Assistance grant program. The Sheriff Office wishes to hereby solicit the submittal of Requests for Qualifications (RFQs) from those firms interested in and qualified to fulfill those professional services, as more fully set forth in the attached Scope of Work, Exhibit A.

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 Parish in making the proper determinations about their capabilities.

The RFQ package includes the following:

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

*These documents are due prior to executing an agreement with St. John the Baptist Parish Sheriff Office. They are not required to be submitted with the RFQ.

It is the intention of St. John the Baptist Parish Sheriff Office to award a professional services agreement to the most qualified Company which is able provide the requested services to the Sheriff's Office. The scope of work the Company must provide is specifically stated in attached Exhibit A.

QUALIFICATIONS

Minimum Personnel Requirements of this RFQ is as follows:

1. 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.
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 land surveyor registered in the State of LA shall have a minimum of ten years of experience in surveying public infrastructure and subsurface utility engineering.
4. At least one licensed professional architect shall have a minimum of ten years' experience in public building and facilities infrastructure.
5. Proposed personnel shall have the ability to prepare damage assessments and FEMA project worksheets related to public infrastructure.
6. Proposed personnel shall have the ability to perform detailed cost estimating related to damage assessment, mitigation, resilience and flood proofing for public infrastructure.

Recommended Experience:

- Experience delivering Hurricane Disaster Recovery A/E services and Damage Assessment
- Experience working on public infrastructure in St. John the Baptist Parish.

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 Sheriff's Office at 1801 W. Airline Hwy., LaPlace, LA 70068 or by downloading from the Parish's website at www.stjohnsheriff.org or CentralAuctionhouse at www.centrauctionhouse.com. Electronic submittals will be accepted only on www.centrauctionhouse.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 Sheriff's Office website, or CentralAuctionhouse 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 Sheriff's Office reserves the right to request additional information to clarify submittals. The Sheriff's Office 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 Sheriff Office, ATTN: **Chief Civil Deputy, Jeff Clement, via e-mail to jeff.clement@stjohnsheriff.org no later than 11:00 A.M. on September 24, 2021.**

2.0 Submission of Submittal

- 2.1 Submittals shall be addressed to St. John the Baptist Parish Sheriff Office and delivered to the receptionist located in the St. John the Baptist Parish Sheriff Office, 1801 West Airline Hwy., LaPlace, LA no later than **September 27, 2021 at 9:45 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 Recovery Damage Assessment and A/E Services"**
- 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 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 either one (1) hard copy and one (1) electronic copy delivered to the St. John the Baptist Parish Sheriff Office, or one (1) electronic copy submitted through the central bidding website 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 **September 27, 2021 at 9:45 A.M. Local Time** will be deemed unresponsive and will be returned to Submitter unopened.

3.0 Pre-Submittal Conference

None

4.0 Opening

Submitters will be read publicly at **10:00 A.M. Local Time on September 27, 2021** at the St. John the Baptist Parish Sheriff Office, 1801 W. Airline Highway, LaPlace, LA 70068.

5.0 Public Disclosure

It is understood and agreed upon by the Submitter in submitting that the Sheriff 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; competitive price information; and the Sheriff'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 Sheriff Commitment

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

6.5 The Sheriff's Office 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 Sheriff's Office to award a contract. The Sheriff's Office 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 Sheriff's Office best interest. All materials submitted in response to this announcement become the property of the Sheriff's Office, 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 Sheriff'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 St. John the Baptist Parish Sheriff's Office.
- 8.2 Evaluation - The St. John the Baptist Parish Sheriff's Office will evaluate qualifications and submittals received in response to an RFQ. The Sheriff's Office 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 Sheriff's Office. These criteria are detailed in Exhibit B (Selection/Scoring Criteria) which is attached hereto and made a part hereof.
- 8.4 Recommendation and Selection - As part of the negotiation process, the Sheriff's Office 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 Sheriff's Office, based on the scoring criteria set forth in this document. The Sheriff's Office 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. The contract may be renewed one (1) time for two (2) years.

10.1 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 the Sheriff's Office:

- 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 Sheriff Office 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 Sheriff Office will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Sheriff Office 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 Sheriff Office will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Sheriff Office 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 Chief Civil Deputy 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 Sheriff 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 Sheriff Office. 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 Sheriff Office 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 Chief Civil Deputy 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.

11.1 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 St. John the Baptist Parish Sheriff Office for approval and payment.

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 Submitter 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 Sheriff's Office.

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 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 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 40th Judicial District Court, St. John the Baptist Parish, and any appropriate appellate court 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.

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 PARISH 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

26.1 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.

27.1 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.

28.1 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 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. a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated

29.1 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 TPCG, 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 TPCG 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 TPCG. 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 and/or reimburse the Sheriff's Office for any costs incurred under this agreement. 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.

**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) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (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) | (f) Bank fraud (R.S. 14:71.1) |
| (b) Identity Theft (R.S. 14:67.16) | (g) Forgery (R.S. 14:72) |
| (c) Theft of business record (R.S. 14:67.20) | (h) Issuing worthless checks (R.S.14:71) |
| (d) False accounting (R.S. 14:70) | (i) Malfeasance in office (R.S. 14:134) |
| (e) Submitter's misapplication of payments (R.S. 14:202) | |

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 _____, 2021.

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.

<p>_____ Signature of Authorized Signatory</p> <p>_____ Printed Name of Signatory</p> <p>_____ Title of Authorized Signatory</p> <p>_____ Project Name/Number</p>	<p align="center">SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____ 2021.</p> <p>_____ Notary Signature</p> <p>Printed Notary Name: _____</p> <p>Notary Bar Roll Number _____</p> <p>My Commission is for/expires on: _____</p>
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Submitter verifies that Submitter will collect an affidavit in this form from any approved sub-contractor and forward a copy to: Saint John the Baptist Parish, 1811 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days after contracting with its sub-contractor; however, in no instance shall the affidavit be received after commencement of work by the sub-contractor.

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 submittal.

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 submittal.



**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.

SBA Form 1623 (10-88)
Elite Federal Forms, Inc.

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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 Sheriff Office 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 here under, or subcontract any part of the Work without the prior written consent of St. John the Baptist Parish Sheriff's Office.

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 Sheriff Office, 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 _____, 2021.

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 Sheriff Office suffered extensive damage to their public buildings, contents, and other facilities infrastructure resulting from Hurricane Ida and needs disaster recovery damage assessment and architectural and engineering services. The Sheriff wishes to hereby solicit the submittal of Requests for Qualifications (RFQs) from firms interested in and qualified to fulfill these professional services.

Disaster Recovery Damage Assessment and A/E Services

1. Coordinate and conduct damage assessments and prepare FEMA Project Worksheets for roads and bridges, water control facilities, public buildings and contents, public utilities, parks, recreational and other facilities infrastructure.
2. Devise plan documents for future wind-driven rain protection.
3. Prepare, review and update construction plans and specifications as needed.
4. Develop quality assurance monitoring plan.
5. Prepare and review project schedule.
6. Monitor and assist in coordination of project phasing.
7. Data collection management including performing quality control/quality assurance on all photographs and location data collected in the field. Photos of all roads and bridges, water control facilities, public buildings and contents, public utilities, parks, recreational and other facilities infrastructure assessed will be required.
8. Observe construction activities, attend pre-construction meetings, review change order requests, assist in resolving field questions, including:
 - a. Review construction program in to avoid delays, expedite construction, and preclude claims.
 - b. Monitor and document construction activities, including without limitation; construction progress, consultant and construction contractor personnel, equipment, and work performed; material quantities in-place by actual measurement and calculation; traffic control and site safety procedures; quality test; the application of work forces; the conformance of the work to the construction contractor's schedule and timely prosecution of the work; and the construction of required corrections and testing.
 - i. Attend pre-construction meeting and prepare meeting agenda and minutes.
 - ii. Provide field inspectors experienced for public buildings and contents, and other facilities infrastructure construction to be present at the project site when construction work is being performed.
 - iii. Prepare and submit daily inspection reports and weekly progress reports to provide construction progress data.
 - iv. Assist in review of CPM schedule.

- v. Review and make recommendations as to submittals, shop drawings, samples, substitute materials and equipment, and value engineering proposals.
- vi. Reject non-conforming work and materials.
- vii. Evaluate, track, and recommend responses to the construction contractor's requests for information and interpreting plans and specifications for the project.
- viii. Evaluate and maintain field records, and other documentation and data required.
- ix. Evaluate and maintain field records, and other documentation and data required.
- x. Review request for changes to the contract from the engineer and/or contractor and monitor the development and processing of billings and change orders.
- xi. Prepare resolution for change order for execution by Sheriff and monitor execution of same.
- xii. Review monthly progress payment requests.
- xiii. Participate in final acceptance walk through and prepare resolution for acceptance of the project.
- xiv. Review final payment and record drawing(s).
- xv. Monitor schedule compliance.
- xvi. Assist in project acceptance and development of punch list and walk-through prior to recommendation of acceptance.
- xvii. Assist in transfer of job-related files to the Sheriff.
- xviii. Assist in post-construction review.
- xix. Appearances before special boards or public hearings.

QUALIFICATIONS

Minimum Personnel Requirements of this RFQ is as follows:

1. 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.
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 land surveyor registered in the State of LA shall have a minimum of ten years of experience in surveying public infrastructure and subsurface utility engineering.
4. At least one licensed professional architect shall have a minimum of ten years experience in public building and facilities infrastructure.
5. Proposed personnel shall have the ability to prepare damage assessments and FEMA project worksheets related to public infrastructure.
6. Proposed personnel shall have the ability to perform detailed cost estimating related to damage assessment, mitigation, resilience and flood proofing for public infrastructure.

Recommended Experience:

- Experience delivering Hurricane Disaster Recovery A/E services and Damage Assessment infrastructure projects.
- Experience working on public infrastructure in St. John the Baptist Parish.

DELIVERABLES

- All Damage Assessment documentation and photographs.
- All information will be captured in an electronic database approved by the PARISH to include GIS file updates and asset IDs.
- 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 Parish reserves the right to determine method of payment.

All fees shall be negotiated with consultant 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 Sheriff Office review and Parish President's approval.

SCORING

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

**EXHIBIT B
SELECTION/SCORING CRITERIA**

St. John the Baptist Parish Sheriff Office 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 made to the firm which scores the highest number of points and whose costs are deemed reasonable for similar work.

CRITERIA	MAXIMUM POINTS
<u>Key Personnel Qualifications and Experience</u>	0-30 pts
<ul style="list-style-type: none"> • Relevant experience of key personnel with similar projects • Work quality, cost control, and completion of work on schedule 	
<u>Relevant Experience and References</u>	0-30 pts
<ul style="list-style-type: none"> • 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 	
<u>Understanding of Project/Familiarity</u>	0-20 pts
<ul style="list-style-type: none"> • 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.) 	
<u>Agency Project Experience</u>	0-10 pts
<ul style="list-style-type: none"> • Experience with User Agencies (Parish, State, Federal), local criteria, codes, policies, procedures, and standards to successfully facilitate project completion 	
<u>Current Work Load</u>	0-10 pts
<ul style="list-style-type: none"> • 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
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