



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

Quotation No. RFQ –2019-04

Closing Dates: August 19, 2019 2:45PM CST

**REQUEST FOR QUALIFICATIONS (RFQ)**

**Subject: STATEMENT OF QUALIFICATIONS – LAKE PONTCHARTRAIN SHORELINE PROTECTION PROJECT**

Company \_\_\_\_\_  
Federal Tax I.D. No. \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax \_\_\_\_\_  
E- Mail \_\_\_\_\_

Name \_\_\_\_\_ [PRINT OR TYPE]  
Signature\* \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

***\*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.***

**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 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.**

**FOR FURTHER INFORMATION CONCERNING THIS RFQ, PLEASE CONTACT:**

**Jean Stewart**, Purchasing and Procurement Department  
Phone: (985) 652-9569 [E-mail: j.stewart@stjohn-la.gov](mailto:j.stewart@stjohn-la.gov)

**STATEMENT OF QUALIFICATIONS  
LAKE PONTCHARTRAIN SHORELINE PROTECTION PROJECT**

**I. BACKGROUND**

In 2006, the Gulf of Mexico Energy Security Act (GOMESA) was passed to establish a revenue sharing arrangement for certain Outer Continental Shelf oil and gas revenues to Gulf Coast producing states and parishes. As an eligible recipient, St. John the Baptist Parish receives an annual allocation of funds for projects that address coastal conservation and restoration, hurricane protection, and infrastructure directly impacted by coastal wetland losses. The Parish is interested in procuring the services of a qualified engineering firm to: (1) conduct a complete geotechnical investigation and bathymetric survey to provide necessary data for coastal modeling and design required for the construction of the **Lake Pontchartrain Shoreline Protection** Project, a breakwater structure on the western shore of Lake Pontchartrain; (2) provide coastal numeric modeling to determine the optimum placement, length and gaps required for the proposed breakwaters; and (3) design the breakwaters for construction based on the data collected and the modeling results.

Since 1915, the western shore of Lake Pontchartrain has eroded at a rate of approximately 10 feet per year. Increased flooding risks resulting from continued erosion threatens residents and businesses of the Parish in addition to major infrastructure. The Lake Pontchartrain Shoreline Protection Project will provide shoreline protection in the form of a breakwater structure to create a more resilient shoreline. Construction of these will protect the critical Maurepas Land Bridge from wave action, which will stabilize the shoreline and reduce erosion. As an additional benefit, the breakwaters can be optimally designed to capture sediment released into Lake Pontchartrain by the periodic opening of the Bonnet Carré Spillway, which could rebuild the shoreline behind the breakwater structures.

The successful respondent must provide all necessary geotechnical investigation, bathymetric surveying, coastal modeling, engineering, design, and any other related services required for the preparation of construction documents including plans, specifications and cost estimates. As such, the team assembled must have experience in the design/construction of coastal restoration projects with specific experience in designing breakwaters for shoreline protection. The successful respondent must also demonstrate that the Prime Consultant has at least five (5) years' experience in the field of coastal engineering.

The procedures for selection of the firm will be in accordance with all applicable federal, state and local procurement policies. All responses received will be evaluated in accordance with the selection criteria and corresponding point system identified herein.

Compensation for the requested services will be based on project fund source requirements. The Parish reserves the right to determine the method of payment. All fees shall be negotiated by the appropriate Parish Department personnel and shall be mutually agreeable to both parties.

Response to this Request for Qualifications must be hand-delivered or mailed **to the Purchasing & Procurement Department, 1811 W. Airline Highway, LaPlace, LA 70068. The sealed envelope shall be clearly marked "RFQ-2019-04 – Lake Pontchartrain Shoreline Protection Project."** **Submissions must be received by the Purchasing & Procurement Department prior to 2:45 p.m. on August 19, 2019.**

## II. SCOPE OF WORK

St. John the Baptist Parish (Parish) is hereby soliciting the submittal of Statements of Qualifications (SOQ) from firms interested in and qualified to provide engineering and related services for the Lake Pontchartrain Shoreline Protection Project. A concept has been developed for a shoreline protection project for the western shoreline of Lake Pontchartrain in St. John the Baptist Parish that includes the construction of rock breakwaters along the shoreline to strengthen the existing shoreline and prevent shoreline retreat, in turn maintaining the existing land between Lake Pontchartrain and LaPlace as a storm surge buffer. The concept establishes proposed boundaries of the St. John / St. Charles Parish line and Ruddock, where the new breakwaters will tie-in to an existing shoreline protection structure in Tangipahoa Parish. The project be designed to utilize all available funds for construction. The required services may be comprised of geotechnical field investigations, laboratory testing, various surveys, benchmarks, maps, cross-sections, data sets, and design for construction.

1. Geotechnical Investigations and Analysis: Provide personnel and equipment to conduct geotechnical investigations including, but not limited to:
  - Land based exploration, marine water exploration and marsh/shallow water exploration
  - Undisturbed shallow and deep soil borings using fixed piston sampler for both 3-inch and 5-inch diameter samples
  - Cone Penetrometer Testing (CPT)
  - Vibracore sampling
  - Soil classification testing (e.g., moisture content, organic content, unit weight, Atterberg limits, grain size distribution, and pH testing)
  - Strength testing (e.g., unconfined compression – UC; triaxial – UU)
  - Settlement testing (e.g., consolidation test, settling column test, low stress consolidation test, etc.)
  - Geotechnical Engineering (e.g., slope stability analysis, settlement analysis of both underlying soils and self-weight consolidation of dredge material, settlement curves, geotechnical instrumentation, etc.)
  - Subsurface profiles (e.g., strength profiles, geologic profiles, etc.)
  - Detailed engineering reports with analyses and recommendations
2. Geophysical and Geological Investigations: Provide personnel and equipment to conduct reconnaissance level detailed geophysical investigations. Investigations may include collection and analysis of:
  - Preliminary sampling plan (grab samples and vibracores)
  - Evaluation of geophysical data
  - Borrow area delineation and volume calculations
  - Technical report writing
3. Topographic Surveys:
  - Conduct surveys to determine the horizontal and vertical position of existing natural features (ground elevations, bodies of water, vegetation, etc.) and constructed features (levees, roads, pipelines, utilities, drainage structures, buildings, etc.) within a specified area.
4. Bathymetric and hydrographic surveys:
  - Conduct surveys to determine the shoreline and depths of bodies of water within the project area.
5. Magnetometer surveys:
  - Conduct magnetometer surveys to locate pipelines, obstructions or anomalies as necessary to clearly define borrow areas, flotation access channels or dredge fill areas.

6. Geophysical surveys:
  - Conduct surveys utilizing side scan, sub-bottom acoustic sonar, and seismic sub-bottom profiling to facilitate geophysical and archeological investigations.
7. Property and right-of-way surveys:
  - Conduct surveys suitable for the determination of property lines and corners and the preparation of Legal Descriptions, Property, and Right-of-Way Maps. These surveys will be used to define project boundaries.
8. Benchmarks:
  - Establish secondary benchmarks, both temporary (surface monument) and permanent (deep rod driven to refusal), as required to carry out filed survey work.
9. Maps, cross-sections, and data sets:
  - Provide surveying services to produce plan drawings, topographic and contour maps, cross-sectional diagrams, and data sets.
10. Engineering and design for construction of the project:
  - Prepare a Project Approach outlining the following: project team organizational structure; geotechnical, geophysical, geological, topographic, bathymetric, and hydrographic surveys and investigations to be undertaken; modeling approach; design approach with milestones; and project schedule including anticipated begin and end dates for all project activities including surveys and investigations.
  - Prepare a Preliminary Design Report summarizing the following: findings of all geotechnical, geophysical, geological, topographic, bathymetric, and hydrographic surveys and investigations; significant design considerations and alternatives; preliminary modelling results; comparison of alternatives including maintenance considerations; construction cost estimate; and recommendations. The Preliminary Design Report shall serve as the 30% Design Completion milestone.
  - Prepare 60%, 90%, and 100% Design Completion Documents, with each milestone submittal to include the following: construction plans and specifications; construction cost estimate; technical memorandum summarizing significant design considerations, decisions, and recommendations; and updated project schedule. Design Completion Documents at 90% and 100% shall also include an Operations and Maintenance Plan summarizing O&M procedures for maximizing long-term performance of the shoreline protection system such as planned dredging, maintenance lifts, or other maintenance activities.
11. Prepare and submit all applications for various permits to federal and state agencies, on an as-needed basis.
12. Attend and participate in any project meetings with the owner or other stakeholder agencies as necessary to complete project successfully.
13. Assist owner on an as-needed basis with preparation and delivery of meetings with and presentations to stakeholders and the public.
14. Delivery of construction documents including final plans, specifications, bid documents and opinion of construction costs shall be submitted within the shortest time reasonably possible, but in no case later than two (2) years after a Notice to Proceed is issued.

### **III. SUBMITTALS**

Each Consultant Firm shall provide a submittal package following the included format based on the designated Evaluation Criteria (Exhibit A). Submittals shall include sufficient information about the firm's qualifications to assist the Parish in making the proper determinations about their capabilities.

All qualification statements must be submitted on the **Standard Form SJB-1000 (Lake Pontchartrain Shoreline Protection Project)** in a sealed envelope to the Purchasing & Procurement Department, 1811 W. Airline Highway, LaPlace, LA 70068. The submission number and closing date/time must be referenced on the outside of the envelope (**lower left corner**). Submissions must be received by the Purchasing & Procurement Department prior to **2:45 p.m.** on **August 19, 2019.**

All responses must include the following:

1. Identification of all team member firms and brief history of each firm comprising the team responding to the RFQ for prime and each subconsultant.
2. Complete list of representative coastal engineering projects which the respondent or team member has provided services, including the name and address of the owner, owner contact name, email address and telephone number, the type of project, and the total amount of funding (past 5 years).
3. A narrative to demonstrate capacity and methodology for timely completion of the project.
4. Submissions must address each criterion for evaluation in the order listed in Section III – Submittals.

#### **STANDARD FORM SJB-1000 (Lake Pontchartrain Shoreline Protection Project) SUBMITTAL**

**Five (5) copies of STANDARD FORM SJB-1000 (Lake Pontchartrain Shoreline Protection Project) shall be submitted for each package along with a CD/flash drive containing an electronic copy. The attached Evaluation Criteria will be used to score all qualification statements received. Failure to provide the required information shall be cause for rejection of the submittal as non-responsive.**

#### **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.

- a. Insurance Requirements as specified in Section IX., if not currently on file.
- b. A current, fully executed Taxpayer Identification Number (W-9).

#### **IV. MONTHLY INVOICES**

Certified itemized invoices to the Parish for the payment of these services shall be submitted to the St. John the Baptist Parish Finance Department by the 10<sup>th</sup> day of each month. All invoices must total a minimum of \$1,500.00 to be processed.

#### **V. PROJECT SCHEDULE**

The Engineering Firm will develop an overall project schedule and provide monthly updates with each invoice.

#### **VI. AWARD**

This award will be made to the responsible consultant/sub-consultant team whose proposal is determined in writing to be the most advantageous to the Parish, taking into consideration a review of the Evaluation Criteria set forth. The Parish reserves the right to enter into a contract deemed to be in its best interest. The Parish also reserves the right to reject any and all proposals for just cause.

## VII. QUESTIONS AND COMMENTS

Questions and comments regarding this Request for Qualifications must be submitted electronically to St. John the Baptist Parish, Purchasing & Procurement Department, ATTN: Jean Stewart, 1811 W. Airline Highway, LaPlace, LA 70068; or by e-mail to [j.stewart@stjohn-la.gov](mailto:j.stewart@stjohn-la.gov) or [j.gauthier@stjohn-la.gov](mailto:j.gauthier@stjohn-la.gov); no later than Friday, August 9, 2019.

## VIII. REVISIONS

The Parish reserves the right to revise any part of the RFQ by issuing an addendum to the RFQ at any time. It is the Proposer's responsibility to periodically check the Parish website or the Central Bidding website for addendum information prior to the submittal due date. 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 Qualification Statements 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. The Parish also reserves the right, at its sole discretion, to waive administrative informalities contained in the RFQ.

## IX. INSURANCE REQUIREMENTS

Consultant(s) shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where contractor may perform the work hereunder, 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 Contractor 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 Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this agreement.
2. Owner's and Contractor's Protective Liability (if Contractor is a General Contractor).
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 limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).

7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. 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.
9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

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

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

1. \$1,000,000 CSL
2. 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 included on certificate.

- D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the Parish shall be cause for the submittal to be rejected as non-responsive. Consultant shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract. 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.

#### **X. HOLD HARMLESS**

To the fullest extent permitted by law, Consultant 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 Contractor.

#### **XI. EXCLUSIONS**

Pursuant to Louisiana Revised Statute 38:2227, consultant 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. Consultant must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractor's misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the proposal.

#### **XII. DISCLOSURE**

The firm must disclose whether it provides services or pays commissions to any employee or elected official of St. John the Baptist Parish. If so, the company must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted. It is also understood and agreed upon by the Contractor in submitting a proposal 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; competitive price information; and the Parish's evaluation concerns about competing proposals.

Information releasable after award is subject to the disclosure requirements of the Louisiana Public Records Act. Contractor specifically waives any claims against Parish related to the disclosure of any materials if made under a public records request.

### **XIII. E-VERIFY PROGRAM**

Pursuant to Louisiana Revised Statute 38:2212.10, contractor must certify 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 Saint 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. Contractor must verify 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.



# EXHIBIT A

## STATEMENT OF QUALIFICATIONS LAKE PONTCHARTRAIN SHORELINE PROTECTION PROJECT

### EVALUATION CRITERIA

- 1. Key personnel qualifications and experience. 0 – 30 points**  
**Considerations:**
  - Relevant experience of key personnel with similar projects
  - Work quality, cost control, and completion of work on schedule
  
- 2. Past Performance. 0 – 15 points**  
(Please identify each Project, including the name and address of the public agency, contact name, telephone number and email address, the type of project, and the total project cost.)  
**Considerations:**
  - Firm’s experience providing the same services within the past five years;
  - References submitted regarding specific experience, resource, and management;
  - Compliance with policies, procedures and requirements as stated in the RFQ
  
- 3. Understanding of project/familiarity. 0 – 30 points**  
**Considerations:**
  - 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.)
  
- 4. Familiarity with regulatory framework. 0 – 10 points**  
**Considerations:**
  - Experience with User Agencies (Parish, State, Federal), local criteria, codes, policies, procedures, and standards to successfully facilitate project completion.
  
- 5. Capacity for timely completion of work 0 – 15 points**  
**Considerations:**
  - 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 POSSIBLE POINTS 100 POINTS**

**EXHIBIT B**

**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, \_\_\_\_\_, (Appearer) the owner/authorized representative of

\_\_\_\_\_  
Company / Individual / Legal Entity Name

Appearer, 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 a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Contractor'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: \_\_\_\_\_

**EXHIBIT C**  
**SAINT 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 Contractor 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 Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above named Contractor, if awarded, continually affirms that no part of the contract price received by Contractor 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 Contractor.

The above named Contractor 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.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor 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 subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

<p>_____ Signature of Authorized Signatory</p> <p>_____ Printed Name of Signatory</p> <p>_____ Title of Authorized Signatory</p> <p>_____ Project Name/Number</p>	<p>SUBSCRIBED AND SWORN BEFORE ME ON THIS</p> <p>_____ DAY OF _____ 2019.</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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**EXHIBIT D**

**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 Contractor 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 Contractor 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.

Contractor 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.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: St. John the Baptist Parish, 1811 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: \_\_\_\_\_



**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.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (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 proposal

Business Name: -

\_\_\_\_\_

Date \_\_\_\_\_ By \_\_\_\_\_

Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, 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 proposal 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," "proposal," 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 proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal 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 proposal 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.

## CORPORATE RESOLUTION

A meeting of the Board of Directors of \_\_\_\_\_  
A corporation organized under the laws of the State of \_\_\_\_\_  
And domiciled \_\_\_\_\_ was held this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and was  
attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the **Parish of St. John the Baptist** for the design and engineering of public improvements for the **Parish of St. John the Baptist** and/or any City with the **Parish of St. John the Baptist**.

**BE IT FURTHER RESOLVED** that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Agency of the Parish of St. John the Baptist, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_ hereby certify that I am the Secretary of \_\_\_\_\_ a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as said resolution appears of record in the Official minutes of the Board of Directors in my possession this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Secretary

END OF SECTION